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(४२)

डी. एन. नगर

फोन : 001

“ दादाभाई निवास ” को-ऑप. हाऊसिंग सोसायटी लि.

डी. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

रजि. नं. मुंबई/(डब्ल्यु-केडब्ल्यु)/एच एस.जी. (ओ एच) १३०८/८३-८४

जा. क्र.

तारीख

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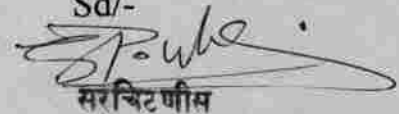
Date : 25-05-2005

TO WHOM SO EVER IT MAY CONCERN

We have to hereby state that there is a charge HDFC Bank on Flat No.42/1666. Dadabhi Niwas Co-op. Hsg. Soc., D. N. Nagar, Andheri (West), Mumbai - 400 053.

In our society record and we have no objection in you repaying the said loan and we have to further state that your charge will be created only after the charge of HDFC is vacated and that to certificate by HDFC Bank.

Sd/-



सरचिटणीस

दादाभाई निवास को. ऑ. हाऊसिंग सोसायटी

रजि. नं. मुंबई/[डब्ल्यु - केडब्ल्यु] /

एच. एस. जी. [ओ. एच. १३०८/८३-८४]

४२ डि. एन. नगर, जे. पी. रोड.

अंधेरी (प.), मुंबई - ४०० ०५३

दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड

(पूर्णतः भारत सरकार के स्वामित्ववाली कंपनी)
मुंबई क्षेत्रीय कार्यालय-१

POLICY SCHEDULE



THE NEW INDIA ASSURANCE COMPANY LIMITED

(A Wholly Owned Government of India Company)
Mumbai Regional Office - 1

390



Policy No : 111800/11/05/01472

Dept : Fire

Standard Fire and Special Perils Policy
Dev. Officer/Agent: 63 /90042

Insured's Name : SBI/A/C. SAMEER SAMANT & DASHRATH SAMANT

Issuing Office : Unit 111800

Address : FLAT NO. 42/1666, GROUND

Address : Moti Mahal, 6th Flr., Sir Jamshedji Tata Rd.,

FLR., BLDG. NO. 42, DADABHAI NIWAS CHS

Churchgate, Mumbai-20

LTD., D.W. NAGAR, ANDHERI-W. MUMBAI. Dist. : GREAT

Telephone : Fax: email:

Policy Period: 00:00 hours On 28/09/2005 To Midnight Of 27/09/2015 Receipt Date & No : 30/09/2005 1/2005/18336

Net Premium : Rs. 6,300 RUPEES SIX THOUSAND THREE HUNDRED ONLY

Co-Insurance Details : NIA 111800 : 100%

Risks Covered	Risk/Rate Code No.	Block Basic Rate No.	Block Basic Rate (PerMille)	RSMD Excl (PerMille)	STFI Excl (PerMille)	Disc/ Load(%)	Claim Net Rate Exp(%)	Sum Insured (In Rupees)	Premium (In Rupees)
Building	1/ 01	42/1666	0.500	0.000	0.000	0.000	0.00	14,00,000	700
Stock(s)/Content(s) :			0.500	0.000	0.000	0.000	0.00	0	0

The Risk Covered is/are as under :-

Rate Applicable

1 1 Dwellings

.5

Description of Risk : BLDG.

Add-On Description

Rate Applied

Sum Insured

Premium

Earthquake (Fire and Shock)

.1

14,00,000

140.00

Total Addon Premium :

140.00

The property is situated at :- FLAT NO. 42/1666, GROUND FLR., BLDG. NO. 42, DADABHAI NIWAS CHS LTD., D.W. NAGAR, ANDHERI-W. MUMBAI. - 400058

The Sum(s) Insured is/are as under:-

Srl Description of Property	Sum Insured (In Rs)	Excl (%)	Escalation Premium(Rs)	Premium for 1 Year :	Rs.840
1 Building(s) Only	14,00,000	0	0	Short Period Rate :	1000%

G. N. JAWALE

Branch Manager

THE NEW INDIA ASSURANCE CO. LTD

Unit 111800, Moti Mahal, 8th Floor,

J. Tata Road, Churchgate, Bombay-400 020

Tel. No Office :- 287 15 19, 288 29 0*

282 17 84

Policy Premium : Rs. 8.40
Less Long Term Discount 50% : Rs. 3.50
Add :
Terrorism Loading :
Add :
Net Premium : Rs. 6
Service Tax 10.2% : Rs. 6.94
Total :

Total Sum Insured(In Figures) :

Rs.14,00,000

0.00

Total Sum Insured (in words) : RUPEES FOURTEEN LAKH ONLY

The Insurance under this Policy is subject to : 1. Agreed Bank, 2. Designation of Property, 3. Reinstatement Value, 4. Local warranties & clauses (as per forms attached) & is : Authorities extended to cover risks of (as per forms attached) :

Bank Names Are As Per List Attached :

Subject to warranty Nos.

Description of Risk :

In witness whereof the undersigned being authorised by and on behalf of

For and on behalf of

दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड

(पूर्णतः भारत सरकार के स्वामित्ववाली कंपनी)
मुंबई क्षेत्रीय कार्यालय-१



THE NEW INDIA ASSURANCE COMPANY LIMITED

(A Wholly Owned Government of India Company)
Mumbai Regional Office - 1

the company has/have herein to set his/their hands.

The New India Assurance Company Limited

Duly Constituted Attorney (s)



दि न्यू इन्डिया एश्योरन्स कंपनी लिमिटेड

(पूर्णतः भारत सरकार के स्वामित्ववाली कंपनी)
मुंबई क्षेत्रीय कार्यालय-१



001
THE NEW INDIA ASSURANCE COMPANY LIMITED

(A Wholly Owned Government of India Company)
Mumbai Regional Office - 1

ATTACHED TO AND FORMING PART OF POLICY NO. / 111800/11/05/01472

Sr. No. Description of Clauses

1 Subject to Earthquake (Fire and Shock) Clause As Attached

Method B has been selected for this Long Term Policy. So Premium will be charged with Discount as per the tariff.

NAME OF BANK/FINANCER :

Sr. No. Financier Name

Branch Name

1 State Bank Of India

MUMBAI SAMACHAR MARG

In witness whereof the undersigned being authorised by and on behalf of the company has/have herein to set his/their hands.

For and on behalf of
The New India Assurance Company Limited

Duly Constituted Attorney (s)





THE NEW INDIA ASSURANCE COMPANY LIMITED
 (A Subsidiary of General Insurance Corporation of India)
 Regd. & Head Office: New India Assurance Building
 87, M.G.Road, Fort, Mumbai - 400001.

CONDITIONS ATTACHED TO &
 FORMING PART OF POLICY NO.....

STANDARD FIRE AND SPECIAL PERILS POLICY (MATERIAL DAMAGE)

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to **THE NEW INDIA ASSURANCE COMPANY LIMITED** (hereinafter called the Company) the full premium mentioned in the said schedule, **THE COMPANY AGREES**, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

I. Fire

Excluding destruction or damage caused to the property insured by

- (a) (i) its own fermentation, natural heating or spontaneous combustion.
- (ii) its undergoing any heating or drying process.
- (b) burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion/Implosion

Excluding loss, destruction of or damage

- a) To boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion.
- b) Caused by centrifugal forces.

IV. Aircraft Damage

Loss, destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:

- a) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake volcanic eruption or other convulsions of nature" shall stand deleted).

VII. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment

VIII. Subsidence and Landslide including Rock slide

Loss, Destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground
- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundwork's or excavations.

IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**X. Missile Testing operations****XI. Leakage from Automatic Sprinkler Installations**

Excluding destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XII. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

A. GENERAL EXCLUSIONS

1. This Policy does not cover (not applicable to policies covering dwellings)
 - a) The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God Perils" such as Lightning, STFI and Subsidence & Landslide and Rock slide covered under the Policy.
 - b) The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this Policy.

The Excess shall apply per event per Insured.

2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
 - a) Pollution or contamination which itself results from a peril hereby insured against.
 - b) Any peril hereby insured against which itself results from pollution or contamination.
5. Loss, destruction, or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self-heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.

8. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage Cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

B. GENERAL CONDITIONS

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company: -
 - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b) If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
 - c) If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company:
 - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - b) Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification, books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration: it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, the Company may
- enter and take and keep possession of the building or premises where the loss or damage has happened.
 - take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

1. Agreed Bank Clause

"It is hereby declared and agreed:-

- a. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

- c. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- f. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and / or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

2. Contract Price Insurance Clause

It is hereby agreed and declared that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of sale, the sale contract is by reason of the perils covered under the Policy, cancelled either wholly or to the extent of the loss or damage, the liability of the company shall be based on the Contract Price and for the purpose of average the value of all goods to which the clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

3. Designation Of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

4. Reinstatement Value Policies

"It is hereby declared and agreed that in the event of the property insured under (Item Nos....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions:

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

1. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
2. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
3. This Memorandum shall be without force or effect if
 - (a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

5. Local Authorities Clause:

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1. The amount recoverable under this extension shall not include:
 - a. the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - i. in respect of destruction or damage occurring prior to the granting of this extension,
 - ii. in respect of destruction or damage not insured by the policy,
 - iii. under which notice has been served upon the insured prior to the happening of the destruction or damage,
 - iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged
 - b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-laws not arisen,
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

3. If the liability of the insurer under (any item of) the policy apart from this extension shall be reduced by the application of any of the terms and conditions of the policy then the liability of the Insurers under this extension (in respect of any such item) shall be reduced in like proportion.
4. The total amount recoverable under any item of the policy shall not exceed the sum insured thereby.
5. All the conditions of the policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."
6. No additional premium shall be charged for inclusion of this clause in this Policy.

6. Escalation clause

In consideration of the payment of an additional premium amounting to 50% of the premium produced by applying the specified percentage to the first or the annual premium as appropriate on the under noted item(s) the Sum(s) Insured thereby shall, during the period of insurance, be increased each day by an amount representing 1/365th of the specified percentage increase per annum.

Item Number	Specified percentage increase per annum

Unless specifically agreed to the contrary the provisions of this clause shall only apply to the sums insured in force at the commencement of each period of insurance.

At each renewal date the insured shall notify the Insurers:

- a. The sums to be insured under each item above, but in the absence of such instructions the Sums Insured by the above items shall be those stated on the policy (as amended by any endorsement effective prior to the aforesaid renewal date) to which shall be added the increases which have accrued under this Clause during the period of insurance up to that renewal date, and
- b. The specified percentage increase(s) required for the forthcoming period of insurance, but in the absence of instructions to the contrary prior to renewal date the existing percentage increase shall apply for the period of insurance from renewal.

All the conditions of the policy in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

7. Architects, Surveyors and Consulting Engineers Fees

It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specifications, tenders, quantities and services in connection with the superintendence of the reinstatement of the Building, Machinery, Accessories and equipment insured under this policy is covered up to 3% of the adjusted loss, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.

8. Debris Removal

It is hereby declared and agreed that the expenses incurred up to 1% of the claim amount is covered on

a) Removal of debris from the premises of the Insured	b) Dismantling or demolishing
c) Shoring or propping	

Note: (b) & (c) above should be deleted when neither building nor machinery are covered.

9. Voluntary deductible clause

It is hereby declared and agreed that the insured having opted a voluntary deductible of Rs. _____ out of net amount of each and every admissible claim under the fire policy (ies) covering the said premises, the company has allowed a discount of _____% on the final premium payable for the policies and Add on Covers.

It is further agreed that the above voluntary deductible opted shall be in addition to compulsory exclusion stipulated under "General exclusions" attached to the policy (ies) and/or for add-on covers."

WARRANTIES

1. Class of Construction	Warranted that the buildings are not of Kachha construction consisting of walls and / or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/canvas/tarpaulin and the like.
2. FEA Warranty	Warranted that Fire Extinguishing Appliances in respect of which discount is given shall conform to the Tariff Advisory Committee regulations and shall be maintained in efficient working condition at all times and an annual maintenance contract with an external agency shall be in force at all times throughout the currency of this policy.
3. Stocks stored in shops	Warranted that storage of following materials should not exceed 5% of the total value of the stock. 1.Celluloid Goods 2.Coir loose 3.Crackers & Fire works 4.Explosives of any kind 5.Hey / straw 6. Hemp 7.Jute loose 8.Matches 9.Methylated spirit 10. Nitro Cellulose Plastic 11.Oils/Ether/Industrial solvents and other flammable liquids flashing at and below 32°C (closed cup test) other than in sealed tins or drums 12.Paints with inflammable base having flash point below 32°C (closed cup test) - other than in sealed tins or drums 13.Varnishes having a flash point below 32°C (closed cup test) - other than in sealed tins or drums 14.Disinfectant liquids and liquid insecticides -- other than in sealed tins or drums 15.Vegetable fibres of any kind including Rayon fibre.
4. Silent Risks	Warranted that no manufacturing activity is carried out in the insured premises for a consecutive period of 30 days or more and is not used for storage activity of any kind
5. Chemical Mfg	Warranted that no materials having flash point below 32°C are used
6. Cigarette Filter Mfg.	Warranted that no solvents having flash point below 32°C are used
7. Cinematograph Laboratory	Warranted that no film processing is carried out
8. Detergent Mfg.	Warranted that no sulphonation process is carried out
9. Granite Factories	Warranted that no inflammable solvents are used.
10. Man made fibre/ Yarn Mfg.	Warranted that no man made fibre manufacturing process using Cellulose is carried out
11. Metallising works	Warranted that metallising operations involving other than metals is not done
12. Paint Factories	1. Warranted that other than water based paint manufacturing is not carried out 2. Warranted that Nitro- Cellulose based paint manufacturing is not carried out
13. Plastic goods Mfg.	Warranted that foamed plastics are not manufactured
14. Pulverising plants	Warranted that pulverising of other than metals and non-hazardous goods are prohibited
15. Rope works	Warranted that rope works using plastics is prohibited
16. Rubber Goods Mfg.	Warranted that no spreading is done
17. Tiny Sector industries	Warranted that value at risk shall not exceed Rs.10 lakhs towards buildings, machinery, stocks and other contents belonging to the insured.
18. Godown and Warehouses	i. Non Hazardous goods storage - Warranted that goods of category I, II and III not exceeding 5% of total value of stocks, Coir waste, Coir fibre, Caddies are not stored therein. ii. Category I goods storage - Warranted that goods of category II and III not exceeding 5% of total value of stocks, Coir waste, Coir fibre, Caddies are not stored therein. iii. Category II & III goods storage - Warranted that Coir waste, Coir fibre, Caddies are not stored therein.
19. Tank Farm	Warranted that liquid flashing at 32°C and below are not stored.

Description of goods falling under Category I,II and III.

Category I

Solids which are moderately or slightly combustible.	Highly toxic materials.
Flammable liquids having flash points above 65°C.	Waste of Non-hazardous materials
Inert and Non-combustible gases.	

Category II

Pyrotechnic materials.	Materials which evolve combustible gases in contact with water.
Flammable liquids having flash point between 32°C and 65°C.	Waste of Category I materials.
Moderate Oxidising Agents and Oxygen.	

Category III

Explosives.	Strong Oxidising Agents.
Materials which are self ignitable.	Combustible gases.
Flammable liquids having flash point below 32°C.	Waste of Category II & III materials.



THE NEW INDIA ASSURANCE COMPANY LIMITED
 (A Subsidiary of General Insurance Corporation of India)
 Regd. & Head Office : New India Assurance Building
 87, M. G. Road, Fort, Mumbai - 400 001.

CONDITIONS ATTACHED TO &
 FORMING PART OF POLICY NO.....

ADD-ON COVERS

1. Architects, Surveyors and Consulting Engineers Fees (in excess of 3% of the claim amount)

It is hereby declared and understood that the expenses incurred towards Architects, Surveyors and Consulting Engineers fees for plans, specification tenders, quantities and services in connection with the superintendence of the reinstatement of the Building, Machinery, Accessories and equipment insured under this policy up to 7.5% of the adjusted loss is covered, but it is understood that this does not include any cost in connection with the preparation of the Insured's claim or estimate of loss in the event of damage by insured perils.

2. Removal of Debris (in excess of 1% of claim amount)

On costs and expenses necessarily incurred by the insured

- In the removal of debris from the premises of the insured
- Dismantling and demolishing
- Shoring or propping up

Of the portion or portions of the property insured by (items _____ of) this policy destroyed or damaged by perils hereby insured against but not exceeding in the aggregate Rs. _____.

Note:1. (b) & (c) above should be deleted when neither Building nor Machinery are covered.

Note:2. The cover may be given by separate item in the policy for an amount not exceeding 10% of the total sum Insured.

3A. Deterioration of stocks in cold storage premises due to accidental power failure consequent to damage at the premises of Power Station due to an insured peril

In consideration of the payment of additional premium of Rs. _____ it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions, this policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply at the terminal ends of the electric service feeders from which the insured obtains electric supply directly due to damage caused by any peril insured against under this policy to property at insured premises or any Electric Station or Sub-Station of Public Electric Supply undertaking from which insured obtains electric supply.

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority or Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless duration of each such failure exceeds 24 hours.

Subject otherwise to the terms, extensions, condition and limitations of this policy.

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the insured.

3B. Deterioration of stocks in cold storage premises due to change in temperature arising out of loss or damage to the cold storage machinery(ies) in the Insured's premises due to operation of insured peril.

In consideration of the payment of additional premium of Rs. _____ it is hereby agreed and declared that notwithstanding anything to the contrary in this policy or in any of its conditions, this policy covers destruction of or damage to the property hereby insured caused by change of temperature in consequence of failure of electric supply following damage to insured's property due to insured peril(s).

Provided that the Company shall not be liable for any loss occasioned by the deliberate act of the Government, Municipal or Local Authority of Supply Authority not performed for the sole purpose of safeguarding life or protecting any part of the supply undertaking's system or by the exercise by any such authority of its power to withhold or restrict or ration supply not necessitated solely by damage to the Supply Undertaking's generating or supply equipment by an insured peril.

Provided further that the Company shall not be liable for any loss unless duration of each such failure exceeds 24 hours,

Subject otherwise to the terms, extensions, condition and limitations of this policy.

In any action, suit or other proceedings where the company alleges that by reason of the provisions of this condition any loss or damage is not covered by this insurance, the burden of proving that this loss or damage is covered shall be upon the insured.

4. Forest fire

In consideration of the payment of additional premium the insurance under item _____ of the policy shall extend to include loss of or damage to the property insured directly caused by burning, whether accidental or otherwise, of forest, bush and jungles and clearing of lands by fire.

Note 1 : Where loss experience for previous 5 years excluding the expiring policy period is less than 30%, a 50% discount on the rate may be considered.

Note 2 : Where loss experience is above 60%, the rate shall be adjusted in such a way that the loss experience for policy period worked out as given in Note 1 above be adjusted to 60% subject to a maximum rate of Rs. 15%o.

5. Impact damage due to insured's own Rail / Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom

In consideration of an additional premium of Rs. _____ it is hereby agreed and declared that the policy is extended to cover loss and/or damage caused due to impact by direct contact to insured's property caused by insured's own Rail / Road Vehicles, Fork lifts, Cranes, Stackers and the like and articles dropped therefrom

6. Spontaneous combustion

In consideration of the payment by the Insured to the Company of additional premium of Rs. _____ the Company agrees notwithstanding what is stated in the printed exclusions of this policy to the contrary that the insurance by (items) of this policy shall extend to include loss or damage by fire only of or to the property insured caused by its own fermentation, natural heating or spontaneous combustion.

N.B.: The expression 'by fire only' in the endorsement above must not be omitted under any circumstances.

7. Omission to ensure additions, alterations or extensions clause:

"The Insurance by this Policy extends to cover Buildings and/or Machinery, Plant and other Contents as defined in Columns.... hereof which the insured may erect or acquire or for which they may become responsible:-

- a) at the within described premises
- b) for use as factories

- i) The liability under this Extension shall not exceed in respect of (a) above, 5% of the Sum Insured by each item, in respect of (b) above, 5% of the Sum Insured by item No.....
- ii) The insured shall notify the insurer of each additional insurance as soon as it shall come to their knowledge and shall pay the appropriate additional premium thereon from the date of inception.
- iii) Following the advice of any additional insurance as aforesaid, cover by this extension shall be fully reinstated.
- iv) No liability shall attach to the insurers in respect of any Building, Machinery, Plant or other Contents while such property is otherwise insured.

- 1) All new additions to Buildings and/or Machinery and Plant not specifically insured/included during the currency of the policy should be declared at the end of the year and suitable additional premium paid on pro rata basis from the date of completion of the construction/erection of additions may be suitably adjusted.

If the Insured fails to declare the values of such additions within 30 days after the expiry of the policy, there shall be no refund of the advance premium collected.

- 2) Other Contents' in the above clause shall mean 'Furniture and Fittings' and does not include ' Stocks'.
- 3) This clause should be incorporated at the time of issuing the policy.

8. Earthquake cover (Fire and Shock)

If option to delete STFI peril is exercised.

In consideration of the payment by the Insured to the Company of the sum of..... additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by earthquake including Landslide/Rockslide resulting therefrom but excluding flood or overflow of the sea, lakes, reservoirs and rivers caused by Earthquake.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement."

If option to delete STFI peril is not exercised.

In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.'

Special conditions for Earthquake Cover:

- 1) **Excess Clause:** 5% of each and every claim subject to a minimum of Rs. 10,000/-.
- 2) Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).
- 3) **Onus of Proof**
In the event of the Insured making any claim for loss or damage under this policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

9. Spoilage material damage cover

Policy may be extended to include spoilage risk subject to the following conditions:-

The cover shall extend to material damage, i.e.

- i) Loss of stock in process; and
- ii) Damage to Machinery, containers and equipment (including cost of removal of debris and cleaning) and shall be provided by a separate item of the SFSP Policy subject to the conditions that the perils causing the spoilage should be the same as those covered under the Policy.

In consideration of the payment of an additional premium of Rs. _____ it is hereby agreed and declared that, notwithstanding anything contained to the contrary, in the within written policy, the insurance under Item No. _____ of this policy shall extend to cover loss or damage by Spoilage resulting from the retardation or interruption or cessation of any process or operation caused by any of the perils covered under this Policy, provided that liability for destruction of or damage to the property insured described in the Schedule to this policy, or any part of such property, is first admitted by the Company.

PROVIDED ALWAYS THAT all the conditions (except in so far as they may be hereby expressly varied) shall apply as if they had been incorporated herein and that any reference therein to the loss or damage caused by insured perils shall be deemed to apply also to loss or damage caused by Spoilage which peril this insurance extends to include by virtue of this Endorsement.

SPECIAL CONDITIONS

For the purpose of this Endorsement but no otherwise, the following special conditions shall apply:

Average: If the property hereby insured against spoilage shall, at the time of occurrence of any loss or damage, be collectively of greater value than the sum insured on machinery, containers, equipment and stocks in the specified blocks, then the Insured shall be considered as being his own insurer for the difference and shall bear rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.

PROVIDED THAT it is hereby further expressly agreed and declared that the liability of the Company shall in no case under this endorsement and the Policy exceed the sum insured by item Nos. _____ of this Policy.

Sum to be Insured: The cover must be for all stocks and machinery, container and equipment in specified blocks, specified sums being declared for each block and must be made subject to 'Average'.

10. Leakage and contamination cover

A) WHERE LEAKAGE AND CONTAMINATION COVER IS GRANTED:

In consideration of the payment of an additional premium of Rs. It is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this policy and also subject to terms, conditions and exclusions herein after contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means and all accidental contamination by contact with foreign matter.

PROVIDED always that this policy does not cover:

- a) Loss by contamination through improper handling or controls by Insured's own employees;
- b) Loss resulting from loss of use, loss of earnings, delay or loss of markets or other consequential or indirect loss or damage or any kind or description whatsoever;
- c) Loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- d) Loss by burglary or theft or any attempt thereat;
- e) Loss resulting from processing or faulty workmanship;
- f) Loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded.
- g) Any legal and/or contractual liability arising from any cause whatsoever; and
- h) Consequential Loss of any nature.

B) WHERE LEAKAGE COVER ALONE IS GRANTED:

In consideration of the payment of an additional premium of Rs. It is hereby agreed and declared that the Insurance under this policy shall, subject to terms, conditions and exclusions of this policy and also subject to terms, conditions and exclusions hereinafter contained, extend to include the physical loss of oil/chemical by leakage from its container by accidental means.

PROVIDED always that this policy does not cover:

- a.) loss resulting from loss of use, loss of earning, delay or loss of markets or other consequential or indirect loss or damage of any kind or description whatsoever;
- b) loss resulting from any kind of infidelity or dishonesty on the part of the Insured or any of their employees, inventory shortage, mysterious disappearance or unexplained loss;
- c) loss by burglary or theft or any attempt threat;
- d) loss resulting from processing or faulty workmanship;
- e) loss resulting from shrinkage, evaporation, loss of weight unless caused by a peril not otherwise excluded;
- f) any legal and/or contractual liability arising from any cause whatsoever; and
- g) consequential loss of any nature.

SPECIAL CONDITIONS: (APPLICABLE TO A and B)

- i. The cover under this endorsement shall attach only on or after the receipt of the insured subject matter in land tanks as described in the policy and subject to lodgment with the company by Insured of a certificate obtained by them at their own expense from a competent approved and independent agency/surveyor as to the purity and quality of the subject matter herein insured.
- ii. Before the commencement of pumping and/or decanting operations, the Insured shall arrange at their own expense sampling and quality/purity certification by competent, approved and independent agency/surveyor for such distinct lot, batch or tank load ex-ocean vessel of insured subject matter and shall pump/decant only such material as is pure and without contaminants.
- iii. The Insured shall at their own expense arrange inspection and certification from competent approved and independent agency/surveyor as to the cleanliness and fitness of the pipe lines, pumping equipment and the receiving land tanks to carry and/or receive the insured subject matter, prior to the commencement of pumping, decanting, receiving and/or storage operations. Such certification as mentioned above should, inter alia, confirm that the pumping, carrying and storage equipment facilities and tanks are free from impurities, contaminants and/or residue or leftovers from previous use of equipment, facilities or storage tanks. As concerning the receiving land tanks an initial certificate of fitness to receive and store the insured material shall be deemed to satisfy the above condition in so far as such tanks are concerned. However, a fresh certification as mentioned above would be required in the event of the said tanks being empty and fresh stocks are subsequently pumped/decanted in during the currency of this insurance.

- iv. In case of loss to property insured hereunder, the basis of adjustment shall be the market value at the time and place of loss.
- v. It is understood and agreed that all loss or damage to property occurring during any one period of seventy-two consecutive hours during the currency of this policy directly caused by earthquake shock shall be deemed to have been caused by single earthquake and therefore to constitute one loss for the purpose of this policy, the Insured shall select a time from which any such period shall commence but no two such selected periods shall overlap.
- vi. All salvage recoveries and payments recovered or received subsequent to a loss settlement under this policy shall be applied as if recovered or received prior to the said settlement and all necessary adjustment shall be made by the parties hereto.
- vii. If any breach of a clause or condition in this contract or policy of insurance shall occur prior to a loss under this Policy, such breach shall not void the policy nor avail the company to avoid the liability unless such breach shall exist at the time of such a loss under this contract or policy, it being understood that such breach of a clause or condition is applicable only to the specific property to which the condition or clause has reference and in respect of which such breach occurred.
- viii. Each claim for loss or damage shall be adjusted separately and each claim is subject to an excess of 1% on each tank with a minimum of Rs. 60,000/- each loss.
- ix. If the property hereby insured shall at the time of the operation of a peril insured hereunder, be collectively of greater value than the sum insured thereof, then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one of the policy shall be separately subject to this condition.

NOTE: SPECIAL CONDITIONS (i), (ii) AND (iii) ARE NOT APPLICABLE WHERE LEAKAGE COVER ALONE IS GRANTED.

11. Temporary removal of stocks clause

It is agreed that the stock insured hereby not exceeding 10% of the total sum insured of such stock is covered while temporarily removed to any other premises for purposes of fabrication or processing or finishing or other similar purposes. This extension does not apply to stock if and so far as it is otherwise insured. The pro-rata condition of average should be applied to the limit of stocks temporarily removed as well as to the total sum insured of such stock under the policy.

12. Loss of Rent clause

The insurance on rent applied only if (any of) the said building(s) or any part thereof is unfit for occupation in consequence of its destruction or damage by the perils insured against and then the amount payable shall not exceed such portion of the sum insured on Rent as the period necessary for reinstatement bears to the terms of the Rent Insured.

13. Insurance of additional expenses of rent for an alternative accommodation

It is hereby declared that in the event of the premises described in the policy and occupied by the insured, hereinafter referred to as 'PREMISES' being destroyed or damaged by any Insured Peril as to become unfit for occupation and the insured in consequence taking up alternative accommodation, the Company shall, subject to special conditions set out herein, indemnify the insured against the additional rent (as explained herein) which the insured is called upon to bear for the period beginning from the date of operation of any of the Insured Perils until the 'PREMISES' is rendered fit for occupation such period not exceeding such reasonable time as is required to restore the premises with due diligence to a condition fit for occupation or the maximum indemnity period of months whichever is earlier.

Provided that the liability of the Company shall not exceed Rs..... The sum Insured hereby.

Provided further that if the sum produced by applying the monthly additional rent, borne by the insured for the alternative accommodation to the maximum indemnity period is more than the sum insured hereby, the liability of the Company shall be proportionately reduced.

Special conditions:

1. This insurance shall apply subject to the condition that the PREMISES occupied by the insured, whether as owner or tenant, forms part of a building not being "Kutchá" Construction.
2. If the area of alternative accommodation taken by the insured is more than the area of the PREMISES occupied by the insured, the additional rent borne by the Insured for the purpose of this insurance shall be deemed to be that proportion of the additional rent actually borne by the insured as the area of the PREMISES which was in the Insured's occupation bears to the area of the alternative accommodation taken by the insured. The insured shall be at liberty to take alternative accommodation in any locality so long as it is within the Municipal limit of the city or town in which the PREMISES is situated.

Explanation

Additional Rent: If the Insured is the Owner-Occupant, the additional rent borne by him is arrived at after deducting the standard rent of the premises from the actual rent paid for the alternative accommodation. The standard rent shall be based on the rateable values fixed by the Municipal/Revenue authorities for tax purposes.

If the insured is a tenant only and for safeguarding his legal tenancy rights is obliged to pay rent for the premises even during the period when it is not fit for occupation, the additional rent borne by him is the actual rent for the alternative accommodation.

If the insured is a tenant and is not obliged to pay rent for the premises during the period when it is not fit for occupation, the additional rent borne by him is the actual rent paid for alternative accommodation taken less the rent which he was paying for the premises immediately prior to the same being damaged or destroyed by Insured Perils and rendered unfit for occupation.

f. Start up Expenses

It is hereby agreed and declared that this policy extends to cover start-up costs necessarily and reasonably incurred by the insured consequent upon a loss or damage covered by this policy.



THE NEW INDIA ASSURANCE COMPANY LIMITED
(A Subsidiary of General Insurance Corporation of India)
Regd. & Head Office: New India Assurance Building
87, M.G. Road, Fort, Mumbai - 400 001.

CONDITIONS ATTACHED TO & FORMING PART OF POLICY NO.....

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost of expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Terrorism Damage Cover Endorsement

"It is hereby declared and agreed that in consideration of payment of additional premium of Rs. _____, the Terrorism Damage Exclusion Warranty of the Riot, Strike, Malicious Damage provision forming part of the within mentioned policy stands deleted. The expression/s "terrorism and/or act of terrorism" shall have the same meaning/s as contained in Terrorism Damage Exclusion Warranty.

This endorsement does not cover loss of or damage caused by

- A) I. total or partial cessation of work or the retardation or interruption or cessation of any operations or omissions of any kind.
II. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition by order of the Government or any lawfully constituted Authority.
III. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit machinery or prevention of access to the same.
IV. Burglary, housebreaking, theft, larceny or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism.
- B) Loss or damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connecting with any action taken in controlling, suppressing or in any way action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

The limit of coverage under this endorsement shall not exceed Rs. _____ (insert here the overall liability limit for Material Damage + Loss of Profit). In respect of several insurances within the same compound / location with all the Indian insurers, the maximum aggregate loss (MD+LOP) payable per compound / location shall be Rs. 200 Crores. If the actual aggregate loss suffered at one compound / location is more than Rs. 200 Crores, the amounts payable under individual policies shall be reduced on pro rata basis.

The coverage under this endorsement is subject to an excess of Re. 0.5% of the total sum insured subject to a minimum of Rs. _____ (insert Rs. 25,000 or Rs. 1 lakh as applicable) for each and every claim in respect of both material damage and loss of profits combined."

AGREEMENT FOR SALE

Name of vendor : Mr. Pravin Tukaram Bandekar
(PAN No. AHNPB0063E)

Name of purchaser : Mr. Sameer Dashrath Sawant
(PAN No. AXOPS9968E)
Mr. Dashrath Vishram Sawant
(PAN NO. AEEPS4247K)

Flat No. : No. 1666

Building Known As 'No.42, Dadabhai Niwas Co-operative Housing Society Ltd., constructed and occupied in the year 1969, as per BMC Bill dated 01.04.2005.

Plot of land bearing Sr. No. 106 and Survey No.195 (Part) in the lay out scheme of D.N.Nagar, Andheri (West) Mumbai – 400 058, within the registration District and Sub-District of Mumbai Suburban.

Building Consists of Ground + 4, No Lift . No Car Parking.

Super Built Area (Saleable)

Built up Area in Sq. Ft. 27.84 Sq. Mtr.

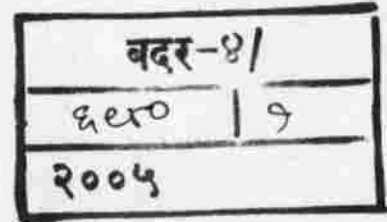
Carpet Area in Sq. M. 23.20 Sq. Mtr.

Declare Rate in Sq. Ft.

Market Value

Agreed Value : Rs. 14,00,000/- (Rupees fourteen lakhs only)

Stamp Duty Paid: Rs. 53,750/-





Tuesday, July 26, 2005

11:39:18 AM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 6983

दिनांक 26/07/2005

गावाचे नाव अंधेरी

दस्तऐवजाचा अनुक्रमांक वदर4 - 06980 - 2005

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: समिर दशरथ सावंत

नोंदणी फी	-	14000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (42)	-	840.00
एकूण रु.		14840.00

आपणास हा दस्त अंदाजे 11:54AM ह्या वेळेस मिळेल

दुय्यम निबंधक
अंधेरी 2 (अंधेरी)

बाजार मूल्य: 1252800 रु. मोबदला: 1400000 रु.

भरलेले मुद्रांक शुल्क: 53750 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र ;
डीडी/घनाकर्ष क्रमांक: 599084; रक्कम: 14000 रु.; दिनांक: 25/07/2005

सह. दुय्यम निबंधक अंधेरी-२,
हंबई उपनगर जिल्हा.

DELIVERED



Tuesday, July 26, 2005

11:19:33 AM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 6981

गावाचे नाव अंधेरी

दिनांक 26/07/2005

दस्तऐवजाचा अनुक्रमांक वदर4 - 06978 - 2005

दस्ता ऐवजाचा प्रकार मान्यता पत्र

सादर करणाराचे नाव:प्रविण तुकाराम बांदेकर - -

नोंदणी फी	:-	6800.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (46)	:-	920.00
एकूण रु.		7720.00

आपणास हा दस्त अंदाजे 11:34AM ह्या वेळेस मिळेल


दुय्यम निंबधक
अंधेरी 2 (अंधेरी)

बाजार मुल्य: 672500 रु. मोबदला: 650000रु.

मरलेले मुद्रांक शुल्क: 100 रु.

देयकाचा प्रकार :डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ महाराष्ट्र ;

डीडी/घनाकर्ष क्रमांक: 599084; रक्कम: 6800 रु.; दिनांक: 25/07/2005

ब.ह. दुय्यम निंबधक अंधेरी-२,

हंबई उपनगर जिल्हा.

DELIVERED



वदर-४/
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AGREEMENT TO SELL

IS AGREEMENT is made and entered at Mumbai this ^{२६th}..... day of

July 2005

BETWEEN

Mr. Pravin Tukaram Bandekar an adult Indian inhabitant at present residing at Flat No. 1666 in building No.42, Ground Floor, D. N. Nagar, Dadabhai Naikwas Co-operative Housing Society Ltd., Andheri (West) Mumbai - 400 053, hereinafter referred to as the **TRANSFEROR** (which expression shall unless repugnant to the context or meaning thereof be deemed to include him, his heirs, executors and administrators) of One Part,

AND

Mr. Sameer Dashrath Sawant and Mr. Dashrath Vishram Sawant both adults Indian inhabitant at present residing Flat No. E-7, Blue Arch Co-operative Housing Society Limited, Four Bungalows, Andhri (West), Mumbai - 400 053 hereinafter referred to and called as "**The TRANSFEREE**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) of the Other Part.

Pravin Bandekar
Sameer Sawant

Bandekar Pravin
Sameer Sawant
Dashrath Vishram Sawant

Maharashtra Small Scale Industries Development Corporation Limited, Estate, Mumbai-400001.
 D-5/STAMP/REG-70/004/2053-55
 9111 84284
 191800
 Rs. 0053750/- PB5067
 11:42
 (S.V. BANDKAR)
 Asstt. Manager
 M.S. I. D. C. Ltd.
 Mumbai
 Special Addressee
 JUL 15 2005

21188

WHEREAS the TRANSFEROR is a member of the D. N. Nagar Dadabhai Niwas Co-operative Housing Society Limited, registered under the provisions of Maharashtra Co-operative Societies Act, 1960, vide Registration No.BOM/WKW/HSG/OH/1308/83-84 and holding Share Certificate No. 06 dated 10.09.1992, consisting of 5 Shares of Rs. 50/- each bearing distinctive Nos. from 26 to 30 (both inclusive) in the paid up share capital of the society duly transferred to his name by the said society on the basis of Agreement for Sale dated 17th June 2000, executed in favour of the **TRANSFEROR** herein by Mr. Anant Vithal Vedak, the original member of the said society.

WHEREAS by virtue of being member of the said Society through the ownership of the said shares, the TRANSFEROR is well and sufficiently entitled to and seized and possessed of, as owner, the Flat No. 42/1666, admeasuring 23.20 SQ. M. carpet area on the ground floor of Building No. 42 of D. N. Nagar Dadabhai Niwas Co-operative Housing Society Limited, situated at land bearing Sr. No. 106 – A, City Survey No. 195, Part of D. N. Nagar, Andheri (West), Mumbai – 400 058, within the Jurisdiction of K (West) ward of Municipal Corporation of Greater Mumbai (Suburban) and registration District and Sub-District of Mumbai, (suburban), more particularly described in the schedule hereunder written (hereinafter referred to as the said flat).

WHEREAS the plot of land underneath and appurtenant to the said building is demised for the period of 99 years by the Maharashtra Housing and Area Development Authority a statutory Corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXXIII of 1977) unto the said Society for the consideration and on terms and conditions set out in Indenture of Lease dated April 1993, duly registered in the office of the Sub-Registrar of Assurances, Mumbai.

AND WHEREAS the said flat is in the occupation and possession of the TRANSFEROR subject to the byelaws, rules and regulations of the Society.

AND WHEREAS the TRANSFEROR is desirous of transferring his shares in the paid up Share Capital of the Society together with possession/occupancy, other rights, title, interest, and benefits in the said flat free of encumbrances, charges and liabilities to the said TRANSFEREE, on "As is Where is Basis" along with all the deposits and credits of amounts standing to his credit on this day in the books of the said Society as against Society's Deposits, Stocks, Bonds, Sinking Funds, Dividends and or any other amount or share or part of amount to which the TRANSFEROR is legitimately entitled to in his capacity as the member of the said Society.

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Anant Vithal Vedak
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AND WHEREAS the TRANSFEREE is desirous and agreeable to purchase the said shares in the paid up Share capital of the Society together with possession / occupancy, other rights, title, interest, and benefits in the said flat free of encumbrances, charges and liabilities on "As is Where is Basis" along with all the deposits and credits of amounts standing to the credit of TRANSFEROR on this day in the books of the said Society on the terms and conditions agreed amongst the parties hereto.

AND WHEREAS the Transferor has declared having availed "Housing Loan" facility duly secured by the Deposit of title Deeds of the said property with H.D.F.C. and the said H.D.F.C. have agreed to release the said Documents of Title on receipt of entire outstanding balance of loan amount to the financing Bank of the Transferee.

AND WHEREAS the transfer of the aforesaid shares together with the occupancy and other rights title and interest in the said flat is subject to the consent of the society which consent the said society has given vide society's letter dated 25.05.2005.

AND WHEREAS the parties hereto are desirous of recording and reducing to writing the terms and conditions of this Agreement to Sell in respect to the said shares together with the rights title and interest in the said flat in the said society.

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

1. The TRANSFEROR agrees to convey and transfer and the TRANSFEREE agrees to purchase the said five shares of Rs.50/ each bearing distinctive Nos. 26 to 30 (both inclusive) in the paid up share capital of the society as evidenced by Share Certificate No. 06 dated 10.09.1992, together with his right of possession / occupancy and other rights title and interest in the said flat bearing Flat No. 42/1666, admeasuring 23.20 SQ. M. carpet area on the ground floor of Building No. 42 of D. N. Nagar Dadabhai Niwas Co-operative Housing Society Limited, situated at land bearing No. 106 - A, City Survey No. 195, Part of D. N. Nagar, Andheri (West), Mumbai - 400 068 within the Jurisdiction of K (West) ward of Municipal Corporation of Greater Mumbai (Suburban) and registration District and Sub-District of Mumbai (suburban), more particularly described in the schedule hereunder written and other incidental rights and benefits free of all encumbrances and liabilities for a consideration of Rs. 14,00,000/- (Rupees fourteen lakhs only) payable by the TRANSFEREE, to the TRANSFEROR



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[Signature]
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2. The TRANSFEREE, has paid to the TRANSFEROR Rs.25,000/- (Rupees twenty five thousand only) by cash being the **Earnest Money** on 27.05.2005 the receipt of which TRANSFEROR hereby admit and acknowledge.

3. TRANSFEREE, agree to pay the balance payment of Rs.13,75,000/- (Rupees thirteen lakhs seventy five thousand only) as follows:

- i. Rs.25,000/- (Rupees twenty five thousand only) as an advance against the total payment of consideration upon signing and execution of these presents duly stamped and registered in the office of Sub-Registrar of Assurances and completion of all the formalities related thereto.
- ii. Rs. 13,50,000/- (Rupees thirteen Lakhs fifty thousand only) upon depositing the said 'Agreement for Sale' executed by the parties hereto and duly stamped and registered in the office of the Sub- Registrar of Assurances, Mumbai, with Mumbai Branch of State Bank of India, for which the TRANSFEREE has already submitted his Housing Loan Application to the said Bank and the said Bank has agreed in principal to release the said balance amount after the said 'Agreement for Sale' duly stamped and Registered in the office of the Sub-Registrar of Assurances at Mumbai is deposited with their Mumbai Branch, or otherwise in any case within 15 days from the date of signing of the said 'Agreement for Sale' duly stamped and registered in the office of Sub-Registrar of Assurances, in full and final payment of the consideration money

4. And upon Execution of the said 'Agreement for Sale' and completion of all the formalities including registration thereof and such payment of balance consideration money in full and final settlement by the TRANSFEREE, the TRANSFEROR agrees to hand over the key as well as physical possession of the said flat to the TRANSFEREE and cause the H.D.F.C. bank to release all the Documents of title including original Share Certificate No. 06 dated 10.09.1992, consisting of 5 Shares of Rs. 50/- each bearing distinctive Nos. from 26 to 30 (both inclusive) in the paid up share capital of the Society and all other documents relating to the right title and interest in the said flat to the Transferee or to his Bankers or financial institution and also hand over to him all the forms required for transfer of the shares and interest in the capital of the Society duly signed and completed for submission to the society which is required as per the bye laws of the said Co-operative Housing Society and under Co-operative Societies Act 1960.



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5. And for any reason whatsoever if the transaction could not be completed in accordance to and as per the terms and conditions set out in this Agreement, the parties hereto shall have right to cancel this Agreement for Sale, upon full repayment to the TRANSFEREE, of all the money received by TRANSFEROR in part consideration including payment of Earnest Money in respect of the sale of the said flat.

6. If the TRANSFEREE, pays the balance amount of Rs. 13,50,000/- (Rupees thirteen lakhs fifty thousand only) in full and final payment within the period stipulated and stated herein above in that case Clause No.5 written hereinabove shall stand waived and cancelled automatically.

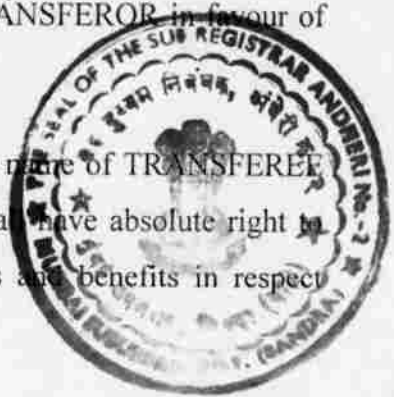
7. The TRANSFEROR agrees to co-operate and be present before the Sub-Registrar of Assurances on or before the stipulated date and complete the formalities agrees to surrender his right of occupancy and possession and other incidental rights and benefits in respect of the said flat in favour of the TRANSFEREE and to cause the said society to allow the TRANSFEREE, to occupy the said flat in place and instead of the TRANSFEROR.

8. The TRANSFEROR agrees to cause the said society to transfer Share Certificates No. 06 dated 10.09.1992 consisting of 5 Shares of Rs. 50/- each bearing distinctive Nos. from 26 to 30 (both inclusive) in the paid up share capital of the Society and all other documents relating to the title right and interest in the said flat and all the forms required for transfer of the shares and interest in the capital of the Society and all the deposits lying with the said society in the name of the TRANSFEROR in favour of TRANSFEREE in the records of the said society.

9. Upon such transfer of the share Certificate to the name of TRANSFEREE and receipt of the key of the said flat, the TRANSFEREE, shall have absolute right to use, occupy, possess and enjoy the said flat and other rights and benefits in respect thereof.

10. On the delivery of vacant possession of the said Flat the TRANSFEREE, will be the absolute owner thereof with all rights of occupation thereto as member of the said Society and thereafter the TRANSFEROR will have no right, title or interest therein.

11. All the Society's dues including Electricity Bills, Municipal Taxes and Property Tax up to the date of delivery of the possession of the said flat shall be paid by the TRANSFEROR and thereafter TRANSFEREE, will be liable to pay the same.



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12. It has been agreed by and between the parties hereto that the transfer fee donation etc payable if any to the said society for transfer of the said flat in the name of the TRANSFEREE, the same shall be paid by the TRANSFEROR and TRANSFEREE, in equal share.

13. The Stamp Duty and registration Charges and other incidentals to this Agreement for Sale shall be borne and paid by the TRANSFEREE.

14. Upon payment of consideration money to the TRANSFEROR, the TRANSFEREE, will be entitled to get the electricity bill in respect of the electric meter for supply of electricity to the said flat transferred to the name of TRANSFEREE, in the records of Reliance Energy Ltd., Mumbai.

15. The TRANSFEROR declare that the said five shares of Rs.50/- each and his Occupancy Rights in respect of the said flat are free of encumbrances or any mortgage charges, litigation, attachment either before and after these presents.

16. The TRANSFEROR agrees and undertakes to indemnify and keep indemnified the TRANSFEREE against all claims, penalties, suits, legal proceedings or any other proceedings before any judicial, statutory, Municipal, Local any other authority in respect of the said flat brought, commence, filed or instituted by any person whatsoever as relating to the said flat or the said shares till the transfer of the said Shares in the name of the TRANSFEREE, in the records of the Society are recorded.

17. The TRANSFEREE, agrees to abide by and observe all the rules, regulations and bye laws of the said society.

18. The TRANSFEREE, shall on Execution of these presents and complete all the formalities thereto be entitled to apply for the membership of the said Society and transfer of the said flat and the shares in the said Society's records to the name of TRANSFEREE, and the TRANSFEROR agrees to co-operate for transfer of shares in the name of the TRANSFEREE, in the said Society's records.

19. The TRANSFEROR hereby declares and represents that

- i) The TRANSFEROR had become the member of the said Society and possessed the said flat and all the title and ownership rights belong to him absolutely.

Belator

[Signature]

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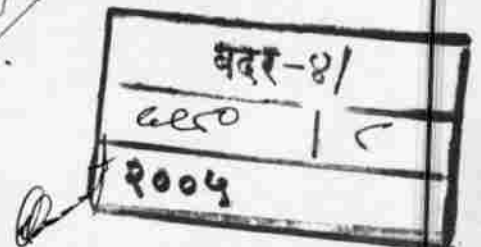
- ii) The TRANSFEROR is the sole and absolute owner of the said flat and that no other person or claimant or party except as declared in these presents hereinabove, has any right title interest or property claim or demand into over or upon the same or any part thereof, either by way of sale, exchange, mortgage, gift, trust, inheritance, lien or otherwise whatsoever or howsoever.
- iii) The TRANSFEROR has right, power and absolute authority to sell and transfer the said flat and shares and neither he nor any one on his behalf has done committed or omitted to do any act, deed, matter or thing whereby his right to hold the said shares and the flat could be forfeited or he could be expelled as member of the said Society AND the TRANSFERORS shall indemnify and keep indemnified the TRANSFEREE of or against all actions, suits, proceedings, claims, demands, fines, penalties, expenses or other liabilities of whatsoever nature including demand for payment of Stamp Duty up to this date of execution made or suffered by or brought against or incurred by the TRANSFEREE by reasons or virtue of any non performance or non-observance by them or any of the terms and conditions of any agreements, covenants and provisions on which they hold the said flat and shares and of any Rules, Regulations and Bye laws of said Society at the time being or from time to time in force.

The TRANSFEREE has entered into the Agreement on the faith of the said representations and believing the same to be true.

20. The TRANSFEROR declares and confirms that he is aware that the TRANSFEREE, has entered in to this Agreement and has agreed to pay full consideration of Rs.14,00,000/- (Rupees fourteen lakhs only) and relying upon the correctness of the statements and representations made by the TRANSFEROR in this Agreement and agrees to indemnify and keep harmless the TRANSFEREE, and his estate and effects against all costs, charge and expenses, losses or damages which the TRANSFEREE, may suffer or incur by virtue or by reason or any of the statement or representations made being found to be untrue or not true or false and any of the assurances given being not fulfilled by the TRANSFEROR and to reimburse to TRANSFEREE, all such costs, charge and expenses, losses or damages if any.

Bclakr

[Handwritten Signature]



SCHEDULE ABOVE REFERRED TO

Flat No. 42/1666, admeasuring 23.20 SQ. M. carpet area on the ground floor of Building No. 42 of D. N. Nagar Dadabhai Niwas Co-operative Housing Society Limited, situate at land bearing Sr. No. 106 - A, City Survey No. 195, Part of D. N. Nagar, Andheri (West), Mumbai - 400 058, within the Jurisdiction of K (West) ward of Municipal Corporation of Greater Mumbai (Suburban) and registration District and Sub-District of Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written.

Signed and delivered by the

within named TRANSFEROR

Mr. Pravin Tukaram Bandekar (PAN No. AHNPB0063E)

in the presence of

जु.क.क. १४ ५९१५९ वाडेंगे

[Signature]

[Signature]

Signed and delivered by the

Within named TRANSFEREE

Mr. Sameer Dashrath Sawant (PAN No. AXOPS9968E)

Mr. Dashrath Vishram Sawant (PAN NO. AEEPS4247K)

in presence of

जु.क.क. १५ ५९१५९ वाडेंगे

हेमंत भगवान मोडु

[Signature]

[Signature]



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Receipt

RECEIVED of and from the within named PURCHASER **Mr. Sameer Dashrath Sawant and Mr. Dashrath Vishram Sawant**, the sum of Rs. 50,000/- (Rupees fifty thousand only) being Part Payment of within mentioned total consideration amount.

- i) Rs. 25,000/- (Rupees twenty five thousand only) by cash on 27.05.2005.
- ii) Rs. 25,000/- (Rupees twenty five thousand only) by cash on 09.07.2005.

towards within mentioned Sales Consideration, the day and year hereinbefore mentioned to be paid by the TRANSFEREE to the TRANSFEROR.

I, say received

Rs. 50,000/-



Pravin

MR. PRAVIN TUKARAM BANDEKAR

Witness:

1. *गणेश मराठे साधु*

Pravin

2. *हेमंत भागवान मोसळ*

Pravin



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॥ श्री ॥

(४२)

फोन :

डी. एन. नगर

“ दादाभाई निवास ” को-ऑप. हाऊसिंग सोसायटी लि.

डी. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

रजि. नं. मुंबई/(डब्ल्यू-केडब्ल्यू)/एच एस.जी. (ओ एच) १३०८/८३-८४

जि. क्र.

तारीख

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Date : 25-05-2005

TO WHOM SO EVER IT MAY CONCERN

We have to hereby state that there is a charge HDFC Bank on Flat No.42/1666. Dadabhi Niwas Co-op. Hsg. Soc., D. N. Nagar, Andheri (West), Mumbai - 400 053.

In our society record and we have no objection in you repaying the said loan and we have to further state that your charge will be created only after the charge of HDFC is vacated and that to certify by HDFC Bank.



Sd/-

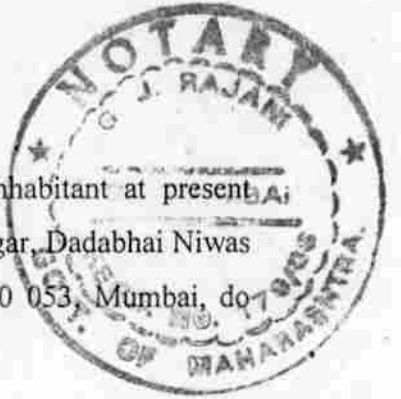
[Signature]
संविद्योपीय

दादाभाई निवास को. ऑ. हाऊसिंग सोसायटी,
रजि. नं. मुंबई/[डब्ल्यू - केडब्ल्यू] /
एच. एस. जी. [ओ. एच. १३०८/८३-८४]
४२ डि. एन. नगर, जे. पी. रोड,
अंधेरी (प.), मुंबई - ४०० ०५३

बदर-४/	
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AFFIDAVIT

I, **Mr. Pravin Tukaram Bandekar** adult Indian inhabitant at present residing at Flat No. 1666 in building No.42, Ground Floor, D. N. Nagar, Dadabhai Niwas Co-operative Housing Society Ltd., Andheri (West) Mumbai - 400 053, Mumbai, do hereby state and declare on solemn affirmation as follows:



I say that the details of the documents lodged by us with the Superintendent of Stamps, Mumbai for Adjudication are as follows:

- | | |
|------------------------------------|-------------------------------------|
| (A) Date of Execution: | Agreement for Sale dated 17.06.2000 |
| (B) Year of Construction. | 1969 |
| (C) Built up Area of Flat | 27.84 |
| (D) No. of floors in the building. | G+3 |
| (E) Municipal Ward No. | K(West) |
| (F) Detailed Address of Property | |



Flat No. 42/1666, admea... 27.84 SQ. M. built up area on the ground floor of Building No. 42 of D. N. Nagar Dadabhai Niwas Co-operative Housing Society Limited, situate at land bearing Sr. No. 106 - A, City Survey No. 195, Part of D. N. Nagar, Andheri (West), Mumbai - 400 058, within the Jurisdiction of K (West) ward of Municipal Corporation of Greater Mumbai (Suburban) and registration District and Sub-District of Mumbai.

- | | |
|----------------------|---------------------------------|
| (G) Mode of Purchase | Purchased on an Ownership Basis |
| (H) Consideration | Rs. 6,50,000/- |

I, hereby state that the above facts are true and correct.

Solemnly affirmed

Place: Mumbai

Date: This 5th Day of July 2005.

बदर-४/	
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DEPONENT

Known to me

[Signature]

Advocate
Mah 1708/2005



[Signature]

ATTESTED BY ME

[Signature]
G. J. SHARANI
NOTARY GREATER MUMBAI
B/3g. No. 3A, Flat No. 102,
1st Floor, Shiv Bhagiani Market,
Near Hiranandani Extension,
Powai, Mumbai - 400 022

दाखला No 06

दिनांक १०-२-१९९२ समाप्त क.

भागाचा दाखला (शेअर सर्टिफिकेट)

(४२)

डॉ. एन. नगर

“दादाभाई निवास” को-ऑप. हाऊसींग सोसायटी लि.

(रजि. नं. मुंबई / (इन्स्यू-के इन्स्यू) / एच. एस. जी. (ओ एच) / ११०८ / ८१-८४)

डॉ. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

(महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० च्या कायद्यान्वये नोंदलेली)

श्री. / श्री. / भीमलती अनंत विठ्ठल वेदक

पास/हिस

डॉ. एन. नगर “दादाभाई निवास” को-ऑप. हाऊसींग सोसायटी लि. याजकद्वारा दाखला देण्यात येतो की, तुम्ही सदर संस्थेचे क्रमांक २६ ते क्रमांक ३० पर्यंतचे ५ भाग घेतले असून त्याची प्रत्येकी किंमत रुपये ५०/- (अक्षरी रुपये पन्नास प्रत्येकी) प्रमाणे भागांची पूर्ण किंमत दिली आहे. सबब हा दाखला आमचे सही शिक्क्यानिशी तुमचे नांव करून देण्यात येत आहे.



डा. म. लक्ष्मण

संकेटरी

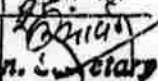
श्री. ज. म. मोदी
चेअरमन



बदर-४/
६६० १७३
२००५

Memorandum of Transfers of the within mentioned Shares

भाग वर्ग केल्याची नोंद

Date of Transfer वर्ग केली तारीख	No. of Transfer जुने भाग खाते नं.	Reg. No. of Transfer जुने भाग खाते नं.	To whom Transferred कोणास वर्ग केला	Reg. No. of Transferee नवीन भाग खाते नं.	Signature of Chairman, Secretary अध्यक्ष, सेक्रेटरी मांची मही
3/7/2000			प्रविण नु. कांदेकर		 Hon. Secretary



बंदर-२/

६६०० | १४

२००५

Under Postal Certificate

PROVISIONAL

No. CB/Alot/ 1017 of
Office of the Estate Manager (I)
Maharashtra Housing Board,
Griha Nirmam Bhavan, Bandra (West)
Bombay-51. Dated: 15.5.71

To
Mr. V. V. Vadde Shri/Sat. Anant U. Vadlak.
Flat No. 47, Sutar Galli
C.P. Tank
Bombay

The Britannia Biscuit Co. Ltd.
Resy. Rd (East)
Mazgaon, Bombay 400020.

Subject: Allotment of Residential Accommodation at
Dadabhai Navroji Nagar, Andheri.

Reference: Your application No. 1005 dated

Sir/Madam,

You have been allotted a two room tenement No. 42/11000 at
D.N. Nagar from date 1-6-71 the rate of rent Rs. 42=00 exclusive of service charge of Rs. 15=00. Please see the undersigned at the above address between 1.00 to 2.30 P.M. except on Saturday and Tuesday on or before 31-5-71

- (1) To execute the tenancy agreement and (2) to pay:
 - (a) Rs. 185=00 On account of permanent deposit;
 - (b) Rs. 57=00 Rent and service charges for the month of
 - (c) Rs. 70=00 towards stamp duty on the tenancy agreement to be executed by you in respect of the tenement.
- Rs. 312=00 Total Less Rs. 50/- if paid as C.V. deposit.

(2) If you do not turn up to pay the amount of Rs. 312=00 as shown above and sign the agreement on the date specified above, the tenement will be allotted to another person without any further reference to you.

(3) Please note that-

- (A) The tenement shall be used and occupied for the purpose of Residence only by you and by the bonafide members of your family only and not otherwise and that irrespective of the permanent deposit it is required to pay rent etc. in ADVANCE in the first week of every month.
- (B) You shall not assign your right of tenancy and not sublet or underlet or part with possession of the tenement or part thereof.

(C) As the tenement has been let to you as an Industrial worker under the Industrial Housing Scheme and Indian Factorial Act 1948, the tenancy shall cease forthwith as soon as you cease to be an Industrial worker.

(D) In June and December every year and also whenever required by this office or on behalf of the Board, you shall produce a certificate from your employer that you continue to be an Industrial worker.

(E) This allotment is subject to other rules of Maharashtra Housing Board. You will be allotted if found eligible by the Estate Manager, Maharashtra Housing Board Bombay.

(F) As per the terms of the S.I. Scheme only industrial worker whose income is below Rs. 350/- per month is eligible to get a tenement allotted to you and as soon as your monthly income exceeds limit of Rs. 350/- you will have to surrender the tenement to the Board forthwith.



Contd. 42-81
2004

- (4) You are requested to produce the Employer's certificate to establish your status as Industrial worker and to show present monthly income drawn by you and income of other earning members of your family.
- (5) You are requested to bring with you 2 copies of your recent photos (Passport size) duly attested by your employer.
- (6) The amount specified above should be paid in cash and the amount of G. V. deposit of Rs. 50/- if you have paid is adjustable against above payment on production of the original receipt.

Yours faithfully,
[Signature]
 Estate Manager (II),
 Maharashtra Housing Board, Bombay.

Copy submitted to the Assistant Housing Commissioner (S.M.)
 Bombay, for favour of information.

Copy to Unit No. 4
 Copy to Rent Collector, Shri

Rhn./19.5.71.



बदर-४/	
६६०	१६
२००५	

मुद्रांक क्र ३८६६ दि ३१-८-१५
मुद्रांक १६५

ओळखचिन्ह क्रमांक
ज्ञापन अनुक्रमांक

Counter code : 5
Date : 24/05/2000

प्रपत्राचे वर्णन (१)	प्रपत्राची संख्या (२)	प्रत्येक पत्राची मूल्ये		एकूण रक्कम (३)	
		रु	प	रु	प
PL/ADHV	1	17750		17750.00	
TOTAL RS. :				17750.00	

DELIVERED
DELIVERED

PRAVIN T BANDEKAR
 याजकद्वारे समासात लिहिल्या
 प्रमाणे मुद्रांक शुल्काचे मुल्य
 म्हणून
 मिळाली रक्कम
 17750.00
 दिनांक 24/05/2000
 17750.00
 MAHESH R. DIAMANE
 सिव्हर मुद्रांकित केलेले
 दरमितीचे मिळाले



बदर-४/
 ६६० | १७
 २००५

पत्रा- ६६५ - १००६ प्रमकाम ७ - ३२ - ५ - २००० प्र / १०० पाने दोन प्रमकाम

बृहन्मुंबई महानगरपालिका
का निर्धारण व का संकलन खाते
नाममत्ता कराचे देयक तथा पावती
अभिधान केल्याबद्दल ही पावती निकाल

अभिधानाचा दिनांक	कोणत्या विभागात भरणे	सॉटिंग शुल्क	जप्तो राब
		57	

अभिधान करणाऱ्या व्यक्तीचे
पत्ते / पत्तेवर बटव्यासमय घनोत्ताने अभिधान निकाले

या तारखेला पूर्वीची धक्याची सं

लेखा क्रमांक	नाममत्ता कर वर्ष	कालखंड	तारखे	13930
KW-30-0243-00-3	2005-2006	200510	01/04/2005	

मालमत्ता क्रमांक मार्ग क्रमांक, मार्गाचे नाव, मालमत्तेचे वर्णन करदात्याची नावे

K-7219(16) JAI PRAKASH ROAD BLDG NO 42
THE ESTATE MANAGER MAHARASHTRA HOUSING BOARD



वदर-४/
६०० | ९८
२००५

दिनांक प्राप्त पर्यंत	एकूण कराचा मुल्य	करभाही दिनेचे मुल्य	निवाची कराचा मुल्य	अनिवाची कराचा मुल्य
01/04/2005-30/09/2005	21220	0	21220	0

महानगर पावतीचे कर					मालमत्ता पावतीचे कर				
सर्व साधारण कर ₹ / एकक म.	पाणी पट्टी ₹ / एकक म.	जल साप कर ₹ / एकक म.	मलनिःसारण कर ₹ / एकक म.	मलनिःसारण लाभ कर ₹ / एकक म.	व.व.पा.शिल्लण उपकर ₹ / एकक म.	गज्य शिल्लण उपकर ₹ / एकक म.	गज्यार श्वेत उपकर ₹ / एकक म.	चूड उपकर ₹ / एकक म.	पथ कर ₹ / एकक म.
30.00% 3133	0	12.50% 1326	0	7.50% 796	12.00% 1273	637	0	0.50% 53	152

प्रथम करनिर्धारण दिनांक	एकूण रक्कम	या कालखंडासाठी भरलेली रक्कम	देयक रक्कम
01/04/1969	8860		8860



अ. मालमत्ता मुळे ७/१० आकारणी, व. सुवर्ततीमुळे ८/१० आकारणी, क. करप्रतिग्रहामुळे ४/१० आकारणी याच कालखंडाची पूर्वीची देयके रद्द समजण्यात यावीत. मालमत्ता कृपया मागे परतवा. धक्याचीसह सर्व रक्कम भरणे आवश्यक आहे.

अ निवाची कराचा मुल्यवर NR अनिवाची कराचा मुल्यवर या पावतीत धक्याची अंतर्भूत नाही. धक्याची माटो वेगळी पावती घ्यावी.

डॉ. मनिष मिडे
गळ आयुक्त (मुद्रा)

• धक्यासह सर्व रक्कम भरणे आवश्यक आहे. कालखंडाचा अंतर्गत करनिर्धारण व संकलनास लिखाणे, कालखंडाचा अंतर्गत धक्याचीसह तपःसून करनिर्धारण याबाबतची माहिती विभाग कार्यालय उपलब्ध आहे.

Monthly taxes Bldg. No. 42 D.N. Nagar
T.No. 6661 to 1700= 40Ts.

Bldg. No. 42 D.N.
Original Service charges

Rs. 32.20
~~Rs. 30.00~~
Rs. 22.00

SERVICE CHARGES
STATEMENT



Sr. No.	Original taxes.	Service Charges.	Total taxes.	Description	Period	Amount
						Rs. 25.50
1.	25.50	22.00	47.50	From 1.4.89 to 30.9.89		
2.	25.50	17.70	43.20	Less sweeping charges of Rs. 1.10 w.e.f. 1.10.1980.		
3.	25.50	21.70	47.20	Increase in service charges of Rs. 4.00 P.M.P.T. w.e.f. 1.4.1981		
4.	25.50	20.05	45.55	Less common light of Rs. 1.65 w.e.f. 1.5.1981		
5.	26.95	20.05	47.00	Increase in municipal taxes of Rs. 1.46 P.M.P.T. w.e.f. 1.4.1983		
6.	27.10	20.05	47.15	Increase in insurance charges of Rs. 00.15 P.M.P.T. w.e.f. 1.6.1983.		
7.	27.10	22.10	49.10	Increase in service charges of Rs. 1.95 P.M.P.T. w.e.f. 1.4.1985 to 30.3.87		
8.	27.10	33.00	60.10	Increase in service charges on Rs. 11.00 from per month from 1.4.87 to 31.3.88		
9.	24.60	33.00	57.60	Total taxes less 2.50 Monthly charges from 1.4.88 to 31.7.91		
10.	24.60	33.00	57.60	Total taxes less 2.50 monthly charges from 1.8.91 to 31.9.92		

1. ReA. Assessment Rs. 1.00
 2. Management charges 3.00
 3. Municipal taxes Rs. 20.00
 4. Lease rent Rs. 1.00
- Rs. 25.50

6	Rs. 285.00
6	Rs. 258.00
1	Rs. 47.20
23	Rs. 1047.65
2	Rs. 94.00
22	Rs. 1057.30
24	Rs. 1178.40
12	Rs. 721.20
40	Rs. 2304.00
14	Rs. 806.40

Rs. 7780.55

Say - 7780.00

Caw
Estate Manager-1,
B.H. & A.D.B. Bombay

56
18-225
2008

माल-मत्तेच्या रजिस्टर कार्डातील उतारा

तालुका-अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई.

सिटी सर्वे १९५३

सिटी सर्वे नंबर	क्षेत्रफळ चौकस मिटर	सत्ता प्रकार	सरकारला भरणेल्या मान्याचा अथवा खर्चा तपशिल व तो केव्हा बदलावयाचा
9९५	७८०६०-० - २८६३-७ <hr/> ७५१६६-३ - ३७६-६ <hr/> ७४७८६-४ - ६६-६	H1	

वसिवादीचा हक्क ७४६६२-५

सन १९... मध्ये धारण करणाऱ्याचा नाव-हक्क कसा प्राप्त झाला? जो पर्यंत तपाम लागला तो पर्यंत :

आचार्य लालसिंग चौधरी

पट्टेदार _____

इतर बोजे _____

इतर शिरे _____



तारीख	व्यवहार	म्हान्युम नंबर	नविन धारणा करणाऱ्याचा अथवा इतर नोजा असणारा (ई)	साक्षिदार
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बंदर-४/

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20²/₆₃ मा उपविभागीय अधिकारी मुं. 31 मुंबई मंगल जोधरा रु.
 950 रु. की बी. 93EC ला 4-8-62 जन्मेस सुधारीत
 सिविली सामान्य नोंद कोरि होत 9223-10 य
 साम्य रु. 962-80 ला 3-6-63 परत

20²/₆₃ मा उपविभागीय अधिकारी मुं. 31 मुंबई मंगल जोधरा रु.
 रु. 950 रु. की बी. 93EC ला 4-8-62 जन्मेस सुधारीत
 सिविली सामान्य नोंद कोरि होत 9223-10 य साम्य रु. 962-80 ला 4-8-63 परत

20²/₆₃ मा उपविभागीय अधिकारी मुं. 31 मुं. मंगल जोधरा रु.
 रु. 950 रु. की बी. 93EC जन्मेस सुधारीत सिविली सामान्य नोंद कोरि होत 22878-8 य साम्य रु. 2879-90 ला 9-3-62 परत

20²/₆₃ मा उपविभागीय अधिकारी मुं. 31 मुं. मंगल जोधरा रु.
 रु. 950 रु. की बी. 93EC जन्मेस सुधारीत सिविली सामान्य नोंद कोरि होत 3062-5 साम्य रु. 420- ला 3-6-65 परत

20²/₆₈ मा उपविभागीय अधिकारी मुंबई उपनगर रु. 140/13-93 रु. सि.
 मंगल जोधरा सामान्य नोंद कोरि

20²/₆₈ मा रु. 140/13-93 रु. सि. मंगल जोधरा रु. न रु. 31/ न रु. 95/10/9 ला 39-90-69 जन्मेस न रु. 95/10/9 होत 2283-6 य साम्य रु. 95/1903 मंगल साम्यिक कोरि होत कोरि कोरि

20²/₆₈ मा रु. 140/13-93 रु. सि. मंगल जोधरा रु. न रु. 31/ न रु. 95/10/9 ला 39-90-69 जन्मेस न रु. 95/10/9 होत 2283-6 य साम्य रु. 95/1903 मंगल साम्यिक कोरि होत कोरि कोरि

20²/₆₈ मा रु. 140/13-93 रु. सि. मंगल जोधरा रु. न रु. 31/ न रु. 95/10/9 ला 39-90-69 जन्मेस न रु. 95/10/9 होत 2283-6 य साम्य रु. 95/1903 मंगल साम्यिक कोरि होत कोरि कोरि

20²/₆₈ मा रु. 140/13-93 रु. सि. मंगल जोधरा रु. न रु. 31/ न रु. 95/10/9 ला 39-90-69 जन्मेस न रु. 95/10/9 होत 2283-6 य साम्य रु. 95/1903 मंगल साम्यिक कोरि होत कोरि कोरि

20²/₆₈ मा रु. 140/13-93 रु. सि. मंगल जोधरा रु. न रु. 31/ न रु. 95/10/9 ला 39-90-69 जन्मेस न रु. 95/10/9 होत 2283-6 य साम्य रु. 95/1903 मंगल साम्यिक कोरि होत कोरि कोरि

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वर्ग-4 डिवा
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13-12-2004
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न. नं. १२/२००४
दि १३/१२/०४
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कॉम्प्लेक्स जोड़िटींग -
उत्सुकताय से

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न. नं. १२/२००४
दि १३/१२/०४
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उत्सुकताय से

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दि १३/१२/०४
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कॉम्प्लेक्स जोड़िटींग -
उत्सुकताय से

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दि १३/१२/०४
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उत्सुकताय से

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दि १३/१२/०४
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(L)
कॉम्प्लेक्स जोड़िटींग -
उत्सुकताय से

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दि १३/१२/०४
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(L)
कॉम्प्लेक्स जोड़िटींग -
उत्सुकताय से



201712
दि १३/१२/०४
३०६२-०

बदर-४/१
६६० | २३
२००५

विस्था निरोधक, मूमि अधिकार
व्या नगर मूमपन अधिकारी क. ४
मुंबई

No. Dy. C.O. (E.M.) 2/Br. 6/4898
 Bombay Housing & Area Dev. Board,
 Griha Nirman Bhavan, Bandra (E),
 Bombay-51. Dated: 13-5-92

To

The Hon. Secretary,

DADABHAI NIVAS CO-OP. HSG. SOC. LTD.Bldg. No. 42, D.N.N. Andheri (West).Bombay - 400058

कमिश्नरी २ जी स्टार नगर

SUB :- Execution of the Deed of Sale and
 Indenture of Lease in respect of
 Bldg. No. 42 under S/H/S.
 Scheme at D.N. Nagar.

Sir,

The necessary documents viz. the Deed of Sale and
 Indenture of Lease in respect of above building have been
 executed between the M.H.&A.D. Authority and the society on
3/4/1993. The said documents have also been
 lodged for registration by you with the Sub-Registrar, Bandra,
 Bombay under registration Numbers 1960/93 & 1962/93.
 dt. 10/5/93.

As per the terms and conditions of the documents
 executed, the society is required to pay the Service charges,
 Lease Rent for further period in advance to the Estate Manager
 (II)/B.H.&A.D. Board, Bombay regularly, as and when
 due and whether formally demanded or not. The property Taxes
 and the N.A. Assessment will have paid by the society direct
 to the concerned Local Authority.

Yours faithfully,

V. G. Af. 

Dy. Chief Officer (Hsg. E.M.) 2
 B.H.&A.D. Board, Bombay.



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॥ श्री ॥

(४२)

डी. एन. नगर

063

फोन :

“ दादाभाई निवास ” को-ऑप. हाऊसिंग सोसायटी लि.

डी. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

रजि. नं. मुंबई/(डब्ल्यु-केडब्ल्यु)/एच एस.जी. (ओ एच) १३०८/८३-८४

जा. क्र. _____

तारीख 25/5/2005

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the room no. 1666 is standing in the name of Mr. Pravin Tukaram Bandekar as per our society records and the said room is admeasuring 360 sq.ft. (Built-up).

We have to further certify that the said room no. 1666 is on the ground floor and the building consisted ground + 4 storeys and is having no lift.

We have to further certify that the construction of the said building was completed on 1/4/1969.

Yours truly,
for Dadabhai Niwas C.H.S. Ltd.,



SECRETARY

सचिद्वीपीय

दादाभाई निवास को. ऑप. हाऊसिंग सोसायटी

रजि. नं. मुंबई/(डब्ल्यु-केडब्ल्यु)/

एच. एस. जी. [ओ एच. १३०८/८३-८४]

४२ डि. एन. नगर, के. पी. रोड,

अंधेरी (प.), मुंबई - ४०० ०५३



बदर-४/	
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RECEIPT NO.: 0168233

15/07/04
BMC



BRIHANMUMBAI MAHANAGARPALIKA

K / WEST WARD

Assessor and Collector

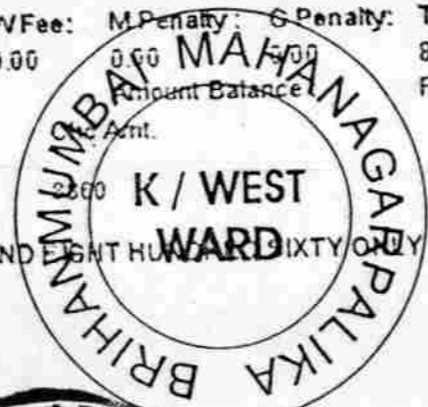
Receipt Number : KW/ANC/05/003718
SAC No : 300243003
Name : DADABHAI NIWAS BLDG
Address : NO 42 D N NAGAR
ANDHERI WEST MUMBAI 400053

Window Ref. No. : KW4/00027
Date : May 30, 2005

BI Period : Total Tax:	ND:	WFee:	M. Penalty:	G. Penalty:	Tot Amt Due:	Amt Paid :
200510 8860.00	0.00	0.00	0.00	0.00	8860.00	8860.00
Cash Amount : Rs. 0.00					Rs. 0.00	

Bank Name Chq No. Chq Dt.
APNA
SAHAKARI 706674 29/5/2005
BK

In Words : RUPEES EIGHT THOUSAND EIGHT HUNDRED SIXTY ONLY



Received By
Cash Receiving Clerk

For Office Use
4/245/30/5/2005/10:09:24 AM
Remark1
Remark2



Cheque Received Subject to Realisation

2004
850
777-8/
20

55742 8 2
Receipt No. 57044 DY '93
No. 4558/93 894
GENERAL STAMP OFFICE
Bombay, 23-4-19.93

RECEIVED on 19/4/93
Hq. Sec. Lt. Stamp duty Rupees 4,000/-
Four thousand only

Stamp duty under Section 22 of the Bombay
Stamp Act, 1913 at the full Stamp duty, Rupees
4,000/-

Four thousand only
with which the instrument is chargeable has
been paid



M. Malavay
COLLECTOR

THIS DEED OF SALE made at Bombay this 30th day

V.G. Mangarlikar
Att
Dh. pl

of April 1993 (One thousand nine hundred and ninetythree
between the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
a statutory corporation established under the Maharashtra
Housing and Area Development Act, 1976 (MAH.XXVIII of 1977)
(hereinafter referred to as "the said Act") having its office
at Griha Nirman Bhavan, Bandra (East) Bombay-400 051, 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:

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A N D

D.N.NAGAR DADARHAI NIWAS CO-OPERATIVE HOUSING SOCIETY LIMITED,
a Society duly registered under the Maharashtra Co-Operative
Societies Act, 1960 (MAH.XXIV of 1961) and bearing registration
No. 804/NSG/1308 dated 29.5.1984 and having its registered
(office in Building No.42 D.N.Nagar Andheri(West), Bombay-400 058
the Purchaser (hereinafter referred to as "the Society" which
expression shall unless the context requires otherwise include
its successors and permitted assigns) of the Other Part;

V.G. Mangarlikar Att Dh. pl



: 2 :

WHEREAS the Authority being duly constituted with effect from the 5th day of December 1977 under Government Notification in the Public Works and Housing Department No. ARD-1977(1)Desk-44, dated the 5th December 1977, the Maharashtra Housing Board a Corporation established under the Bombay Housing Board Act, 1948 (Eom. IXIX of 1948) (herein-after referred to as "the Board") stood dissolved by operation 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 under any agreement or contract have become the property rights liabilities and obligations of the Authority;



AND WHEREAS the Government of India had formulated a housing scheme for the construction and allotment of tenement on rental basis to industrial workers known as the Subsidised Industrial Housing Scheme;

V. G. Manjekar *AKK* *AKK* *R*

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: 3 :

AND WHEREAS the Board had in pursuance of the said Government of India Scheme built the building bearing No.42 at Survey No.106-A and C.T.S.No.195 Part at D.N. Nagar Andheri(West) Bombay-400 058 (hereinafter referred to as "the said Building") and more particularly described in Schedule-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.

AND WHEREAS persistent demands 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 ownership basis by giving them opportunity to pay for these tenements in suitable instalments as it was found that it was practically impossible to dispose of superannuated workers or workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in their occupation;

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

V. G. Mairacher *Alks*

Alks

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: 4 :

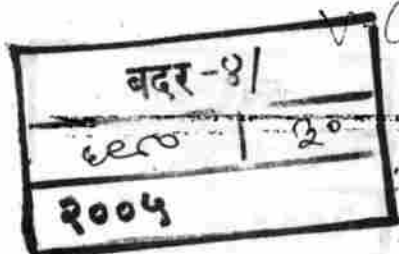
AND WHEREAS on the basis of the guidelines laid down by the Government of India the Government of Maharashtra have inter-alia directed that the buildings built by the Housing Board and other agencies under certain schemes should be offered for sale in "as is and where is condition" to the authorised 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 for 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 Dadabhai Niwas Co-Operative Housing Society Ltd., the said Society being the other part of the these presents;

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 covenants 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;



V. G. Narayanaiah *Ally* *May 6*

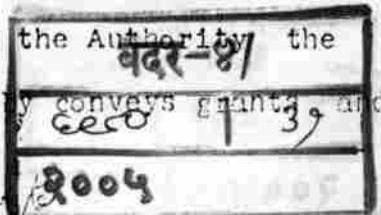
: 5 :

AND WHEREAS the said building is intended to be sold to the Society at the price of Rs. 2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo 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.2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo 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 the Authority in the said building on terms conditions and covenants as are contained hereinafter;

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In consideration of the payment of Rs. 2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo only) (exclusive of the rebates given by the Government of India, the Government of Maharashtra and the Authority from time to time) paid by the allottees and/or the Society to the Authority on or before the execution of these presents (the receipt of which sum of Rs.2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo only) the Authority doth hereby admit and acknowledge) being the full consideration amount payable to the Authority the authority as the absolute owner hereby conveys grants and



V. G. Manjekar A/c

assures unto the Society by way of sale all the property ⁰⁷² consisting of a building bearing No.42 standing on the piece or parcel of land at Survey No.106=A and C.T.S.No.195 Part at D.N.Nagar Andheri(West) and more particularly described in the first Schedule hereto and for clarity delineated on the plan hereto annexed and thereon shown with its boundaries coloured red together with all its appurtenances such appurtenance not being land and all the estate rights, title interest use inheritance 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 possession of the said building and hold 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 terms conditions and covenants incorporated in these presents.

3. The Authority hereby covenants with the Society that the said building hereby sold is free from all encumbrances 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 things conveyances and assurances for better and more perfectly conveying and transferring the said building and every part thereof unto the Society as may be reasonably required by the Society.



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V. G. Hajirakar *[Signature]*

: 7 :

5. The Society hereby expressly agrees that the land underneath and appurtenant to the said building is and continues to be the property 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.

6. The Society shall bear pay and discharge all existing and future rates taxes assessments duties impositions and outgoings whatsoever assessed imposed and charged upon the said building provided that all such taxes rates assessments duties impositions and outgoings 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 law for the time being in force in the State of Maharashtra the Society shall be entitled to call upon the Authority to pay such arrears and the Authority agrees that it shall pay the same after due verification.

7. The Society shall pay to the Authority a proportion to be fixed by the Authority of all expenses which may be determined by the Authority payable from time to time in respect of constructing repairing 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



V. G. Mangrulkar

27/9/04

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of such expenses in advance and on account a sum of Rs.4080/- (Rupees Four Thousand Eighty only)(tentative) at every quarter of the year the first of such payment being made on the 3.11.1992 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 said sum of Rs.4080/- (Rupees Four Thousand Eighty 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 12-1/2% 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 account 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 aforesaid.



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

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V. G. Mairaka

[Handwritten signature]

: 9 :

9. It is hereby further agreed and declared that the Society shall not be 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 and that any enjoyment of light or air by the Society or its successors in title from or over and adjoining land of the Authority shall be deemed to be had with the consent of the Authority.

10. All the costs including the stamp duty and registration charges 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 R.S.Rathod Chief Officer of Bombay Housing and Area Development Board, Bombay for and on behalf of the Authority has been set hereunder and the seal of the Authority has also been affixed and attested by the Officer of the Authority and the signatures of Shri V.G.Manjrekar Chairman, Shri A.V.Vedak Secretary and Shri V.N.Dhopate Member of the Managing Committee of the Society for and on behalf of the Society under the authority of the Society given to them to execute these presents for and on behalf of the Society vide Society's General Body's Resolution passed in its meeting held on 1st November 92 and the seal of the Society has been affixed hereunto on the day and the year first hereinabove written.

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V.G. Manjrekar

Shri

- SCHEDULE - I -

- SCHEDULE OF PROPERTY ABOVE REFERRED TO -

All that the Building No.42 having a multistoreyed structure situated on the land bearing S.No.106-A and CitySurvey No.195 Part of D.N.Nagar Andheri(West), Bombay-400 058 in the registration Sub-District of Pandra Bombay Suburban District and bounded as follows -
That is to say -

- On or towards the North by - Open plot for E.N & A.D.P's Employees Society.
On or towards the South by - Building No.40
On or towards the East by - 30'-0" wide Road.
On or towards the West by - Building No.43.

- SCHEDULE - II -



- LIST OF TENANT ALIOTTES OF DADARHAI NEMAS CO-OPERATIVE HOUSING SOCIETY LTD. -

Sr. No.	Tenement No.	Name of the Tenant.	Carpet area per tenement in Sq.Mtr.	Sale price of each tenement.
1.	2.	3.	4.	5.
1.	1661	Shri Raghunath Krishna BhoSale.	23.20	5336/-
2.	1662	Shri Harish R.Gadediya	23.20	5336/-
3.	1663	Smt.Smita Shashikant Sawant	23.20	5336/-
4.	1664	Smt.Vina Manohar Naik	23.20	5336/-
5.	1665	Shri Prabhakar Krishnaji Vaidya	23.20	5336/-
6.	1666	Shri Ahant Vithal Vedak	23.20	5336/-
7.	1667	Shri Abdulla M.Tandel	23.20	5336/-
8.	1668	Shri Somayya Guma Shetty	23.20	5336/-
9.	1669	Shri Narhari Jaysing Rane	23.20	5336/-
10.	1670	Shri Gangaram Sakharan Vaze	23.20	5336/-
11.	1671	Shri Shivaji Mohaniraj Parab	23.20	5336/-
12.	1672	Shri Vakil Tukaram Chalke	23.20	5336/-
13.	1673	Shri Nivrutti Dhiku Kamble	23.20	5336/-
14.	1674	Shri Ghanshyam Dnyanadev Salgaonkar.	23.20	5336/-

V. G. Mangrulkar *AM* *21-7-04*

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1.	2.	3.	4.	5.
15.	1675	Shri Ashok Chintaman Churi	23.20	5336/-
16.	1676	Shri Dagdu Govind Mohite	23.20	5336/-
17.	1677	Smt. Pushpalata Tukaram Masurkar	23.20	5336/-
18.	1678	Shri Gurunath Manohar Naik	23.20	5507/-
19.	1679	Shri Tukaram Krishnaji Sonavane	23.20	5336/-
20.	1680	Shri Appasaheb Ramchandra Ghorpade	23.20	5336/-
21.	1681	Shri Harish Arun Rathod	23.20	5336/-
22.	1682	Shri Sudhakar Krishna Dhighe	23.20	5336/-
23.	1683	Shri Maruti Sitaram More	23.20	5336/-
24.	1684	Shri V. Chako Samuel	23.20	5336/-
25.	1685	Shri Janardan Krishna Shetty	23.20	5336/-
26.	1686	Shri Pandurang Santu Kamble	23.20	5336/-
27.	1687	Shri Krishna Laxman Mumbarkar	23.20	5336/-
28.	1688	Shri K. Janardan Rao	23.20	5336/-
29.	1689	Shri Vishnu Govind Manjrekar	23.20	5336/-
30.	1690	Smt. Jaya Narsu Shetty	23.20	5336/-
31.	1691	Shri Rajaram Laxman Mumbarkar	23.20	5336/-
32.	1692	Shri Ramesh Dwarkadas Arora	23.20	5336/-
33.	1693	Shri Anand Keshav Kulkarni	23.20	5336/-
34.	1694	Shri Madhusudan Ramchandra Katvankar	23.20	5336/-
35.	1695	Smt. Sunita Ganesh Urankar	23.20	5336/-
36.	1696	Shri Vishnu Narayan Dhopte	23.20	5336/-
37.	1697	Shri Ashok Balkrishna Utekar	23.20	5336/-
38.	1698	Shri Manohar Bhagwan Mhapankar	23.20	5167/-
39.	1699	Shri Yashwant Shantaram Tawade	23.20	5336/-
40.	1700	Shri Pandurang Ramchandra Kamble	23.20	5336/-



V. G. Manjrekar *Alles* Dhopte

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Le price
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36/-

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SIGNED, SEALED AND DELIVERED
 by Shri R. S. Rathod
 Chief Officer, Bombay Housing and
 Area Development Board, Bombay
 in the presence of
 Shri R. L. Sawani, SR. Clerk
 Legal Assistant, Maharashtra
 Housing and Area Development
 Board,
 Authority, Bombay.

(Signature)
 (R.S. Rathod)
 Chief Officer,
 Bombay Housing and Area
 Development Board, Bombay



The Common Seal of the Maharashtra
 Housing and Area Development Authority
 affixed in the presence of
 Shri S. A. Salvi, Asst. Legal
 Adviser, Maharashtra
 Assistant Legal Adviser, Maharashtra
 Housing and Area Development
 Authority

(Signature)
 S. A. SALVI
 Asstt. Legal Adviser,
 Maharashtra Housing and
 Area Development Authority
 Bombay.



Authority who has signed in token thereof
 in presence of
 Shri R. L. Sawani, SR. Clerk
 B. H. & A. D. B. Bombay
 Legal Assistant/Authority

SIGNED, SEALED AND DELIVERED by
 1) Shri V.G. MANJAREKAR, Chairman
 2) Shri A.V. VEDAK, Secretary
 3) Shri V.N. DHOPTA Member of the
 Managing Committee of the said
 Society who have hereunto affixed
 their signatures in the presence of
 Shri S. K. Dighe
 a Member of the Society.

(Signature) V.G. Manjarekar
(Signature) A.V. Vedak
(Signature) V.N. Dhopte
 8/2/93

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 2004

: 13 :

The Common Seal of the
 DADABHAI NIWAS CO-OPERATIVE
 HOUSING SOCIETY LIMITED
 is affixed in the presence
 of Shri A.V.Vedak, Secretary
 who has signed in token
 thereof in the presence of
 Shri S. K. Dighe
 a member of the Society.



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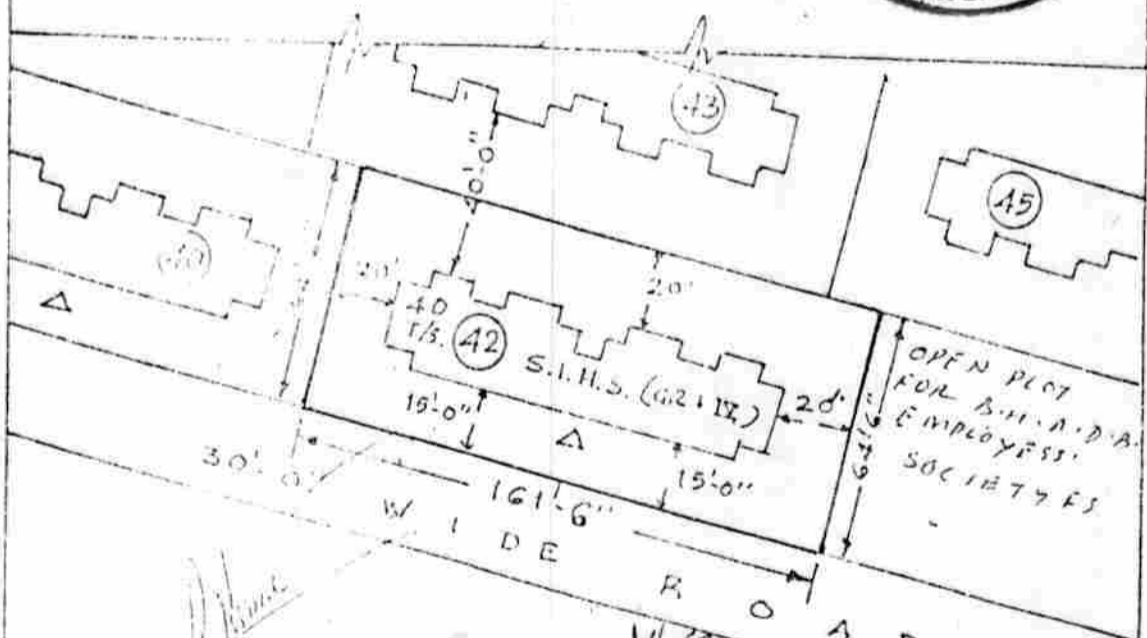
Regt

ANDHERI DIVISION, PLAN NO. 28/81

PART LAY-OUT PLAN OF D.N.N AGAR,
ANDHERI (WEST), S.NO. 106-A SHOWING
THE BOUNDARY OF BLDG. NO. 42
(NOT OUT OF 560 UNDER S.I.H.S)

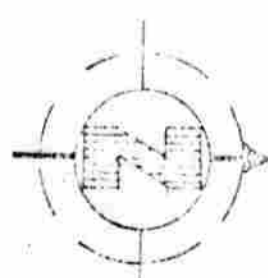
NOTE - 1

- 1) THE LAND UNDERNEATH APPURTANANT TO THE BLDG. NO. 42 IS 1157.42 SQM. I.E. 967.71 SMT. SHOWN BOUNDED RED
- 2) CARPET AREA PER TENEMENT = 247.75 SFT. = 23.20 m²
- 3) PLINTH AREA PER TENEMENT = 374.62 SFT. = 34.80 m²
- 4) PLINTH AREA OF BUILDING = 14984.80 SFT = 1392.00 m²



Vice Chairman & Chief Officers
Boundary, Height & Area
Development Board, Bombay

Hon. Secretary
of D. N. Nagar "Dadabhai Niwas"
Co-op. Housing Society Limited



SCALE - 40' = 1" 1/2

CHIEF ENGINEER,
B.H.A.D.B. BOMBAY.
DY. CHIEF ENGINEER,
B.H.A.D.B. (WEST) BOMBAY.
EXECUTIVE ENGINEER,
HOUSING ANDHERI DIVISION
DEPUTY ENGINEER,
MG. ANDHERI SUB DIVN. NO.

बदर-४/	
१६६०	४०
२००५	

शासन परवाना दि. ३०-८-२००४



**MAHARASHTRA SMALL SCALE INDUSTRIES
DEVELOPMENT CORPORATION LTD.**
(A Government of Maharashtra Undertaking)

FRANKING DIVISION

"Krupanidhi", 9, Walchand Hirachand Marg,
Ballard Estate, Mumbai - 400 001.
Ph. : 2261 1121 / 22 / 23

Receipt No. : **TRN-000021188** **RECEIPT FOR PAYMENT** Receipt Date : **15/07/2005** **NOT TRANSFERABLE**

Received From : **MR.SAMEER D. SAWANT.BLUE ARCH**

On Account of : **Franking** Counter No. : **C007**

Mode of Payment	Cash/DD/PO/No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
DD	598879	15/07/2005	BANK OF MAHARASHTRA, WORLI MUMBAI	400018.	53,750.00

Sr. No	1
69	18-228

Description of Stamps/Frinking	Quantity	Denomination	Amount (In Rs.)
Agreement To Sell	1	53,750.00	53,750.00
Total			53,750.00

[Handwritten Signature]

Rupees : **Fifty three thousand seven hundred and fifty only.**

Note : At the time of Registration, please produce the original receipt before Sub-Registrar.



For M.S.S.I.D.C LIMITED

Cashier / Accountant

[Handwritten Signature]
Signature/Designation
(CSPA)



26/07/2005

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

बदर4

दस्त क्र 6980/2005

11:40:28 am

अंधेरी 2 (अंधेरी)

दस्त क्रमांक : 6980/2005

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: समिर दशरथ सावंत - -</p> <p>पत्ता: घर/फ्लॅट नं: ई 7</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: ब्ल्यु आर्च को ऑ ही सो लि</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: चारबंगला</p> <p>शहर/गाव:-</p> <p>तालुका: अंधेरी प</p> <p>पिन:-</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 26</p> <p>सही</p>		
2	<p>नाम: दशरथ विश्राम सावंत - -</p> <p>पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: -</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: -</p> <p>शहर/गाव:-</p> <p>तालुका: --</p> <p>पिन:-</p> <p>पॅन नम्बर: -</p>	<p>लिहून घेणार</p> <p>वय 54</p> <p>सही</p>		
3	<p>नाम: प्रविण तुकाराम बांदेकर - -</p> <p>पत्ता: घर/फ्लॅट नं: 42/1666</p> <p>गल्ली/रस्ता: -</p> <p>ईमारतीचे नाव: दादाभाई निवास</p> <p>ईमारत नं: -</p> <p>पेट/वसाहत: डी एन नगर</p> <p>शहर/गाव:-</p> <p>तालुका: अंधेरी प</p> <p>पिन: 53</p> <p>पॅन नम्बर: -</p>	<p>लिहून देणार</p> <p>वय 47</p> <p>सही</p>		



बदर-४/
६६० | ४
२००५



दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (6980/2005)

दस्त क्र. [वदर4-6980-2005] चा गोषवारा
बाजार मुल्य :1252800 मोबदला 1400000 भरलेले मुद्रांक शुल्क : 53750

पावती क्र.:6983 दिनांक:26/07/2005
पावतीचे वर्णन
नांव: समिर दशरथ सावंत

दस्त हजर केल्याचा दिनांक :26/07/2005 11:33 AM
निष्पादनाचा दिनांक : 26/07/2005
दस्त हजर करणा-याची सही :

14000 :नोदणी फी
840 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्ताचा प्रकार :25) करारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 26/07/2005 11:33 AM
शिकका क्र. 2 ची वेळ : (फी) 26/07/2005 11:39 AM
शिकका क्र. 3 ची वेळ : (कबुली) 26/07/2005 11:40 AM
शिकका क्र. 4 ची वेळ : (ओळख) 26/07/2005 11:40 AM

14840: एकूण

दस्त नोंद केल्याचा दिनांक : 26/07/2005 11:40 AM

पु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) तुकाराम महादेव बांदेकर - - ,घर/फ्लॉट नं: ए 1/15
गल्ली/रस्ता: -
ईमारतीचे नाव: प्रभात बिल्डींग
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: मुलुंड पू
पिन: -

वदर-8/
६९८०/१३
२००५

2) हेमंत भगवान मोडक - - ,घर/फ्लॉट नं: 28/1138
गल्ली/रस्ता: -
ईमारतीचे नाव: डी एन नगर
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: अंधेरी प
पिन: 53

प्रमाणित करणेची, या
दस्तामध्ये परकून पाने आहेत.

पु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

सह. मुख्यम निबंधक अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.



वदर-8/६९८०/२००५

दस्त क्रमांक १, क्रमांक
दिनांक: २६/०७/०५

सह. मुख्यम निबंधक, अंधेरी-२,
मुंबई उपनगर जिल्हा.



General Stamp Office, Mumbai
MAHARASHTRA

L. S. V. No. **260**

Registrar Officer

P. V. Kadam



खिडकी क्र. ३

E 991141

ए. व्हाणा धातू मुद्राक विक्रेता

परचमना क्रमांक २६०

पत्ता म. छ. उ. लि. म. मर्चा,

कुर्नालिका गीर्वाण इस्टेट

P. V. Kadam
 (P. V. KADAM)
 M. S. S. I. D. C. Ltd.
 Mumbai

15 JUL 2005 क्रमांक 4425

नवेदी *Praveen Tukaram Bandekar.*

धोने नोकेला मुद्राक रु. _____ वा
 खिडकी

DEED OF CONFIRMATION

THIS INDENTURE of Confirmation made at Mumbai this 26th day of July 2005. Between **Mr. Anant Vithal Vedak** an adult Indian inhabitant and resident of Mumbai hereinafter called the Vendors (which expression shall unless repugnant to the context or meaning thereof be deemed to include him, his heirs, executors and administrators) of One Part and **Mr. Pravin Tukaram Bandekar** an adult Indian inhabitant hereinafter called the Purchasers (which expression shall unless repugnant to the context or meaning thereof be deemed to include him, his heirs, Executors, Administrators and assigns) of the Other Part.

बंदर-४/
 Executors,
६९०८ | **१**
२००५

WHEREAS by an Agreement for Sale dated 17th day of June 2000, made between the **Vendor** and the **Purchaser**, the **Vendor** for a consideration therein mentioned agreed to sell and the **Purchaser** agreed to purchase and acquired from the said Vendor, 5 shares of Rs.50/- each, bearing distinctive No. 26 to 30 (both inclusive) in the paid up Share Capital of the Society as evidenced by Share Certificate No.06 dated 10.09.1992, issued by the Society in the name of the Vendor and by virtue thereof the Purchaser also acquired from the Vendor the Flat No. 42/1666, admeasuring 23.20 SQ. M. carpet area on the ground floor of Building No. 42 of D. N. Nagar Dadabhai Niwas

P. V. Kadam

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. 82

Receipt Date : 06/08/2005

Received From : S.B.I.

On Account of : 102-(II)

MMRDA Counter No. : 2

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
-----------------	-------------------------------	------	-----------------------	--------------	--------------------

Cash

7600.00

DELIVERED

Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)
1	SPL/ADHV	1	7000	7000.00
2	SPL/ADHV	6	100	600.00

DELIVERED

Total :

7600.00

Rs. :

7600.00

Rupees :

Seven Thousand Six Hundred

Onl -

Cashier / Accountant

Signature / Designation

NEETA J DESHPURE

Co-operative Housing Society Limited, registered under the provisions of Maharashtra Co-operative Societies Act, 1960, vide Registration No.BOM/WKW/HSG/OH/1308/83-84 dated 10.09.1992, situated at land bearing Sr. No. 106 – A City Survey No. 195, Part of D. N. Nagar, Andheri (West), Mumbai – 400 058, within the Jurisdiction of K (West) ward of Municipal Corporation of Greater Mumbai (Suburban) and registration District and Sub-District of Mumbai, (suburban).

AND WHEREAS it is deemed fit and proper that the said Agreement for Sale dated 17th June 2000, duly and properly stamped, to get registered under the Provisions of Maharashtra Co-operative Societies Act, 1960 and Registration Act, 1908.

AND WHEREAS the Purchaser herein has decided to declare and execute a Deed of Confirmation which in manner hereinafter appearing.

AND WHEREAS the said agreement for sale dated 17th June 2000, shall be lodged for registration with sub-registrar of Mumbai (Andheri) by paying proper registration charges to the said effect.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and consideration of the property the Purchaser doth hereby declare and confirm the execution of Agreement for Sale dated 17th June 2000, which is hereby annexed and marked as Ex. A and further agreed to abide by the terms and conditions therein mentioned. and further confirm that the said hereinbefore recited Agreement for sale shall continue to full force and shall operate and take effect and be binding upon the parties hereto and thereto in the same manner and in all respects as if the same had been duly registered as required.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO PUT THEIR HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

By the within named Purchaser

Mr. Pravin Tukaram Bandekar

In presence of

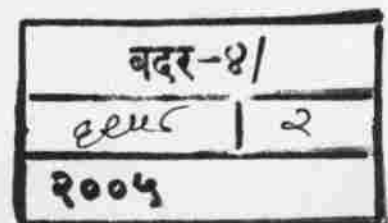
.....

.....

Pravin Bandekar

.....

.....





26/07/2005

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

बदर 4




दस्त क्र 6978/2005

11:20:15 am

अंधेरी 2 (अंधेरी)

दस्त क्रमांक : 6978/2005

दस्ताचा प्रकार : मान्यता पत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: प्रदिप तुकाराम बांदेकर पत्ता: घर/फ्लॉट नं: 42/1666 गल्ली/रस्ता: - ईमारतीचे नाव: दादागाई निवास ईमारत नं: - पेठ/वसाहत: - शहर/गाव: - तालुका: अंधेरी पिन: 53 पॅन नम्बर: -	लिहून घेणार वय 47 सही 		
2	नाव: - - - पत्ता: घर/फ्लॉट नं: - गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेठ/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -	लिहून देणार वय - सही	उपलब्ध नाही	उपलब्ध नाही



बदर-१/
 एलए 3
 २००५



दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (6978/2005)

दस्त क्र. [वदर4-6978-2005] चा गोषवारा
बाजार मूल्य :672500 मोबदला 650000 भरलेले मुद्रांक शुल्क : 100

पावती क्र.:6981 दिनांक:26/07/2005
पावतीचे वर्णन
नांव: प्रदिण तुकाराम बांदेकर - -

दस्त हजर केल्याचा दिनांक :26/07/2005 11:14 AM
निष्पादनाचा दिनांक : 26/07/2005
दस्त हजर करणा-याची सही :

Belekar

6800 :नोंदणी फी
920 :नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

7720: एकूण

दस्ताचा प्रकार :25) मान्यता पत्र
शिकका क्र. 1 ची वेळ : (सादरीकरण) 26/07/2005 11:14 AM
शिकका क्र. 2 ची वेळ : (फी) 26/07/2005 11:19 AM
शिकका क्र. 3 ची वेळ : (कबुली) 26/07/2005 11:20 AM
शिकका क्र. 4 ची वेळ : (ओळख) 26/07/2005 11:20 AM

[Handwritten signature]

दु. निबंधकाची सही. अंधेरी 2 (अंधेरी)

दस्त नोंद केल्याचा दिनांक : 26/07/2005 11:20 AM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तींशी ओळखतात,
व त्यांची ओळख पटवितात.

1) तुकाराम महादेव बांदेकर - - ,घर/फ्लॅट नं: 17/1/15

गल्ली/रस्ता: -

ईमारतीचे नाव: प्रमात क्रियाशील

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: मालाड पू

पिन: -

2) समीर सावंत - - ,घर/फ्लॅट नं: 1/ ई /7

गल्ली/रस्ता: -

ईमारतीचे नाव: ब्ल्यू आर्च

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: अंधेरी प

पिन: 53

[Handwritten signature]

[Handwritten signature]

बदर - 8/
६९७८ | ४
२००५

प्रमाणित करणेन येणे की, या
दस्तामध्ये पदवृण ...४.४... पाने आहेत.

[Handwritten signature]

सह. हुकूम निबंधक अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.

[Handwritten signature]

दु. निबंधकाची सही
अंधेरी 2 (अंधेरी)

सहपत्र नोंदण्यात आले आहे.



बदर-४/६९७८/२००५

पुस्तक क्र.मांक १, क्रमांक

नोंदिला.

दिनांक: २६/०७/०५

[Handwritten signature]

सह हुकूम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

Page 1 of 1

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. :

Receipt Date :

37259

22-JUL-05

Received From :

On Account of : **PRAVIN T. BANDEKAR**

INSUFFICIENT STAMPS

Mode of Payment

DD/PO/CHQ/
RBI-Challan No.

Date

Bank Name &
Branch

Counter No. CNT-2

Area Code

Amount
(In Rs.)

3,051.00

Case No. :

IMP/2451/05

Lot No. :

Lot Date :

Total D. O. :

23 JUL 2005



Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (in Rs.)

Total :

3,051.00

Rs. 051

Rupies Three Thousand Fifty One only

VISHAYA MORYE

Note : As the sign of registration, please produce the original receipt before the Cashier/Accountant/ Sub-Registrar. Signature/Designator

Rs 17750/- Rs Seventeen thousand seven hundred fifty

GENERAL STAMP OFFICE
TOWN HALL, FORT,
MUMBAI - 400 023.
MAH/GSO/002



Rs 0017750

281976

MAHARASHTRA
SPECIAL ADHESIVE

24.5.00

00030

MAHARASHTRA

24 MAY 2000

1124665220

023

Ushayee
प्रतिपक्षकर्ता

1 Certificate u/s 41 of the Bombay Stamp Act, 1958

No Adj. 2451/05/7676
Office of the Collector of Stamps
Dated 22/05/2005

Received from Shri Pravin T. Bandekar resident at

Insufficient Stamp duty of Rs. 1350/- (One Thousand and three Hundred Fifty only) vide challan No. 32259 dated 22/05/05 chargeable under Article 25(a) of schedule I of Bombay Stamp Act, 1958. Certified under Section 41 of the Bombay Stamp Act, 1958 that the proper duty of Rs. 12,100/- (Twelve Thousand and one Hundred only) and penalty Rs. 100/- under article 25(a) of schedule I have been paid in respect of this instrument (One Thousand seven hundred one only).

This certificate is subject to the provision of section 53.A of the Bombay Stamp Act, 1958.

Place G.S.O.
Date 22/05/05

[Signature]
Collector of Stamps

M.V. - 6,72,500/-
Builtup! - 300 sq ft.

AGREEMENT FOR SALE

सहपत्र नोंदण्यात जाळे नाही.

THIS AGREEMENT FOR SALE is made and entered into at Mumbai on this 24th day of May, 2000, BETWEEN MR. ANANT VITHAL VEDAK, aged 62 years, Indian Inhabitant of Flat No. 42/1666, D.N. NAGAR DADABHAI NIWAS Co-op. H.S. Ltd., Gr. floor, Andheri (W), Mumbai 400 053, hereinafter called and referred to as the "VENDOR" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors and administrators) One Part;



बदर-४/
२००५

Case No. ADJ/2451/05
[Signature]
Inspector of Stamps Mumbai.
(Adjudication Branch)

[Signature]

- 2 -

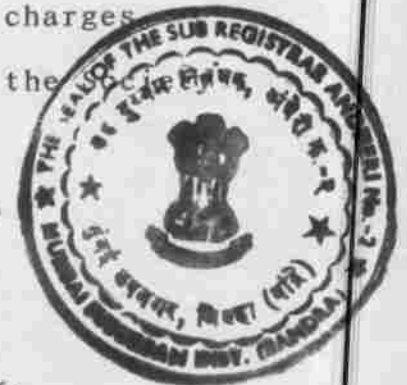
AND MR. PRAVIN TUKARAM BANDEKAR, aged 41 years, Indian Inhabitant of Mumbai, hereinafter called and referred to as the "PURCHASER" (which expression unless repugnant to the context or meaning thereof shall mean and include his heirs, executors, administrators and assigns) of the Other Part;

WHEREAS the Vendor is an absolute Owner of well and sufficiently entitled to Flat No. 42/1666, D.N. NAGAR DADABHAI NIWAS Co-op. H.S. Ltd., Gr. floor, Andheri (W), Mumbai 400 053, admeasuring area 310 sq.ft. (hereinafter called and referred to as the said "FLAT");

AND WHEREAS the Vendor is a bonafide member of said D.N. NAGAR DADABHAI NIWAS Co-op. H. S. Ltd., Regn. No. BOM/WKW/HSG/O.H./1308/83-84 and holding its five shares of Rs.50/- each from 26 to 30 under Share Certificate No. 06, Member's Regn. No. 06.

AND WHEREAS the Vendor has paid and cleared upto date taxes, outgoing, society charges etc. in respect of the said flat to the and other authorities concerned.

....3



[Handwritten signature]

P. Bandekar

बदर-४/	
६६०८	५
२००५	

AND WHEREAS the Vendor has agreed to sell, and transfer to the Purchaser the said flat, the Shares of the said Society and the Purchaser has agreed to purchase and acquire all right, title and interest of the Vendor in the said flat together with the permanent and absolute right of use and occupation of the said flat along with the deposits paid to the concerned authorities for the total price of Rs. 6,50,000/- (RUPEES SIX LAKHS FIFTY THOUSAND ONLY) on the following terms and conditions :-

NOW THEREFORE THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER :-

1. That the Vendor hereby agreed to sell the said flat along with the permanent and absolute right of use and occupation of the said flat to the name of the Purchaser for the total cost price/consideration amount of Rs. 6,50,000 (RUPEES SIX LAKHS FIFTY THOUSAND ONLY)

2. Out of the said agreed amount the Purchaser hereby pays to the Vendor a sum Rs. 50,000/- (RUPEES FIFTY THOUSAND ONLY)



...4

[Handwritten signature]

P. Bolekar

बदर-४/	
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as and by way of part consideration, the receipt whereof the Vendor hereby admits and acknowledges at the foot hereof.

3. That the Purchaser hereby undertakes to pay the balance consideration of Rs. 6,00,000/- (RUPEES SIX LAKHS ONLY) to the Vendor on or before 10.6.2000.

4. That the Vendor do hereby covenants with the Purchaser that the said flat hereby sold is free from incumbrances of any nature whatsoever and that the Vendor has full and absolute right and power to transfer and deliver the vacant possession of the said flat to the Purchaser.

5. The Purchaser hereby agrees to become a member of the D.N. NAGAR DADABHAI NIWAS Co-op. H. S. Ltd., and abide by all and singular the bye-laws, rules and regulations adopted by the Society or which it may adopt from time to time.

6. The Purchaser agrees to observe and perform all and every terms and conditions of the Society and regularly pay the dues.

....5

Handwritten signature

Belekar



बदर-४/	
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- 5 -

payable to the Society in respect of the said flat and shall not withhold the same for any reason whatsoever.

7. The Vendor hereby declares that :-

- a) The Vendor has not entered into any agreement/s with any other person/s in respect of the said flat;
- b) The Vendor has not assigned/transferred his right, title and interest in the said flat to any other person/s;
- c) The Vendor has not mortgaged, alienated or charged with the said flat and the same is free from all encumbrances;
- d) Except the Vendor no other person/s have any right, title or interest in the said flat and he being the member/owner of the said flat has got full and absolute right to assign and transfer all his rights in the said flat in favour of the Purchaser.

8. The Vendor hereby covenants with the Purchaser that he shall clear all taxes, outgoings, etc. in respect of the



....6

T. D. Deokar

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- 6 -

flat upto the date of handing over possession of the said flat to the Purchaser and thereafter the Purchaser shall be responsible for the same.

9. The Vendor do hereby further covenants with the Purchaser that on receipt of the balance consideration, the Vendor shall put the Purchaser in possession of the said flat and the Purchaser shall be entitled to possess and occupy the said flat without any let, hindrance, denial, demand, interruption, eviction by the Vendor or any other person/s lawfully claiming or equitably claiming through or under him.

10. The Purchaser shall be entitled to have and to hold the possession, occupation and use of the said flat and the Purchaser shall hold the same unto and to the use and benefit of the Purchaser his heirs, executors, successors and assigns forever without any claims, charges, right, interest, demand or lien of the Vendor or any person/s claiming through or under his subject to payment by the Purchaser all the taxes assessment charges and/or call made and concerned authorities.



[Handwritten signature]

[Handwritten signature]

बदर-४/	
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- 7 -

11. The Vendor agrees and undertakes to keep the Purchaser free and indemnified from all actions, charges, claims, demands and suits, filed by any person claiming any interest in respect of the said flat referred as above.

12. The Vendor hereby further agrees with the Purchaser that he shall from time to time and at all times here after when called for by the Purchaser do and execute and caused to be done and executed all acts, deeds and things whatsoever for more perfectly securing interest of the Purchaser in the said flat as shall or may be reasonably required.

13. The Vendor shall obtain from the concerned authority's/Society necessary N.O.C. for the above transfer of flat and hand over the same to the Purchaser;

14. That both the parties shall abide by the terms and conditions and the covenants contained in this agreement and that time is the essence of this agreement.

...8





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SCHEDULE OF PROPERTY

Flat No. 42/1666, D.N. NAGAR DADABHAI NIWAS C.H.S. Ltd., Gr. floor, Andheri (W), Mumbai 400 053.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands on the day and the year first hereinabove written.

SIGNED AND DELIVERED by the }
withinnamed "VENDOR" }
in the presence of Madhukar S. }
Vishwakar }

1. M. Vishwakar
Madhukar S. Vishwakar
2. B. M. Baudekar

SIGNED AND DELIVERED by the }
withinnamed "PURCHASER" }
in the presence of }

1. M. Vishwakar
2. B. M. Baudekar
B. M. Baudekar.....9



बंदर-४/
६६०८ १३
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RECEIPT

RECEIVED of and from the withinnamed PURCHASER
a sum of Rs. 50,000/- (RUPEES FIFTY THOUSAND
ONLY) as and by way of part consideration, as
per the above Agreement.

[Handwritten Signature]

I SAY RECEIVED RS. 50,000/-.

WITNESSES : -

1. *[Handwritten Signature]*

[Handwritten Signature]

VENDOR.

2. *B. B. Bandekar*



बदर-४/	
६६०८	१४
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॥ श्री ॥

(४२)

पान :

डी. एन. नगर

“ दादाभाई निवास ” को-ऑप. हाऊसींग सोसायटी लि.

डी. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

रजि. नं. मुंबई/(डब्ल्यू-केडब्ल्यू)/एच एम.जी. (ओ एच) १३०८/८३-८४

आ. मं.

सारीण

१९

Date : 25-05-2005

TO WHOM SO EVER IT MAY CONCERN

We have to hereby state that there is a charge HDFC Bank on Flat No.42/1666. Dadabhi Niwas Co-op. Hsg. Soc., D. N. Nagar, Andheri (West), Mumbai - 400 053.

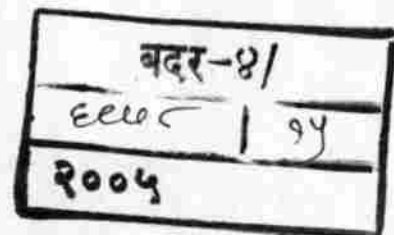
In our society record and we have no objection in you repaying the said loan and we have to further state that your charge will be created only after the charge of HDFC is vacated and that to certify the same by HDFC Bank.



Sd/-

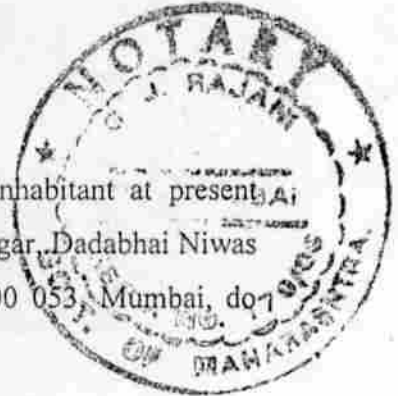
[Signature]
संरक्षिणीय

दादाभाई निवास को. ऑ. हाऊसींग सोसायटी,
रजि. नं. मुंबई/[डब्ल्यू - केडब्ल्यू] /
एच. एम. जी. [ओ. एच. १३०८/८३-८४]
४२ डि. एन. नगर, जे. पी. रोड,
अंधेरी (प.), मुंबई - ४०० ०५३



AFFIDAVIT

I, Mr. Pravin Tukaram Bandekar adult Indian inhabitant at present residing at Flat No. 1666 in building No.42, Ground Floor, D. N. Nagar, Dadabhai Niwas Co-operative Housing Society Ltd., Andheri (West) Mumbai - 400 053, Mumbai, do hereby state and declare on solemn affirmation as follows:



I say that the details of the documents lodged by us with the Superintendent of Stamps, Mumbai for Adjudication are as follows:

- (A) Date of Execution: Agreement for Sale dated 17.06.2000
- (B) Year of Construction. 1969
- (C) Built up Area of Flat 27.84
- (D) No. of floors in the building. G+3
- (E) Municipal Ward No. K(West)
- (F) Detailed Address of Property



Flat No. 42/1666, admeast. No. 1666, BQ. M. built up area on the ground floor of Building No. 42 of D. N. Nagar Dadabhai Niwas Co-operative Housing Society Limited, situate at land bearing Sr. No. 106 - A, City Survey No. 195, Part of D. N. Nagar, Andheri (West), Mumbai - 400 058, within the Jurisdiction of K (West) ward of Municipal Corporation of Greater Mumbai (Suburban) and registration District and Sub-District of Mumbai.

- (G) Mode of Purchase Purchased on an Ownership Basis
- (H) Consideration Rs. 6,50,000/-

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I, hereby state that the above facts are true and correct.

Solemnly affirmed

Place: Mumbai

Date: This 15th Day of July 2005.

Known to me

[Signature]

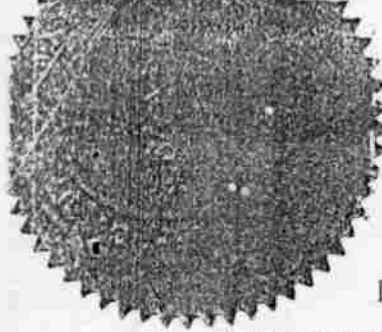


DEPONENT

[Signature]

ATTESTED BY ME

G. J. RAJANI
NOTARY GREATER MUMBAI
Bldg. No. 3A, Flat No. 102,
1st Floor, Shiv Bhagiani Marg,
Near Hiranandani Complex
Parel, Mumbai - 400 022



दिनांक १०-२-१९९२ समासद क्र.

दाखला No. ०६

भागाचा दाखला (शेअर सर्टिफिकेट)

(४२)

डॉ. एन. नगर

“दादाभाई निवास” को-ऑप. हाऊसींग सोसायटी लि.

(रजि. नं. मुंबई / (डब्ल्यू-के डब्ल्यू) / एच. एस. जी. (ओ एच) / १३०८ / ८३-८४)

डॉ. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

(महाराष्ट्र सहकारी संस्थांचे अधिनियम १९६० च्या कायद्यान्वये नोंदलेली)

श्री.सौ./श्रीमती अनंत विठ्ठल वेदक यांस/हिस

डॉ. एन. नगर “दादाभाई निवास” को-ऑप. हाऊसींग सोसायटी लि. यांजकडून दाखला देण्यात येतो की, तुम्ही सदर संस्थेचे क्रमांक २६ ते क्रमांक ३० पर्यंतचे ५ भाग घेतले असून त्याची प्रत्येकी किंमत रुपये ५०/- (अक्षरी रुपये पन्नास प्रत्येकी) प्रमाणे भागांची पूर्ण किंमत दिली आहे. सबब हा दाखला आमचे सही शिक्क्यानिशी तुमचे नावे करून देण्यात येत आहे.



का. म. सदस्य

सेक्रेटरी

चेमरमन

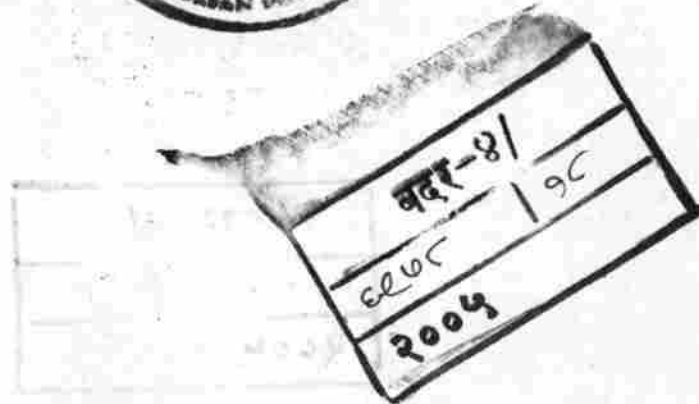


बदर-४/
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Memorandum of Transfers of the within mentioned Shares

भाग वर्ग केल्याची नोंद

Date of Transfer वर्ग केलेली तारीख	No. of Transfer जुने भाग खाते नं.	Reg. No. of Transfer जुने भाग खाते नं.	To whom Transferred कोणास वर्ग केला	Reg. No. of Transferee नवीन भाग खाते क्र.	Signature of Chairman, Secretary अध्यक्ष, सेक्रेटरी यांची मंडी
3/7/2000			प्रविण नु. बांदेकर		Hon. Secretary



Under Postal Certificate

PROVISIONAL

No. CB/11lot/ 1017 of
Office of the Estate Manager
Maharashtra Housing Board,
Griha Nirman Bhavan, Bandra (West)
Bombay-51. Dated: 15. 5. 71

To
A. V. Vadde Shri/Smt. Anant U. Vadde

Room No. 17 Sutar Galli
C.P. Tarnak
Bombay

The Britannia Biscuit Co. Ltd.
Reay Rd (East)
Marsajam Bombay 10/2/71

Subject: Allotment of Residential Accommodation at
Dadabhai Navroji Nager, Andheri.

Reference: Your application No. 1005 dated

Sir/Madam,

You have been allotted a two room tenement No. 42/1600
D.N. Nager from date 1-6-71 the rate of rent Rs. 42=00
exclusive of service charge of Rs. 15=00. Please see the undersigned
at the above address between 1.00 to 2.30 P.M. except on Saturday and
Tuesday on or before 31-5-71

- (1) To execute the tenancy agreement and (2) to pay:
 - (a) Rs. 185=00 On account of permanent deposit;
 - (b) Rs. 57=00 Rent and service charges for the month of
 - (c) Rs. 70=00 towards stamp duty on the tenancy agreement to
 you in respect of the tenement.
 Rs. 312=00 Total Less Rs. 50/- if paid as C.V. deposit.

(2) If you do not turn up to pay the amount shown above and sign the agreement on the date specified above the tenement will be allotted to another person without further reference to you.

(3) Please note that-
(A) The tenement shall be used and occupied for the purpose of Residence only by you and by the bonafide members of your family only and not otherwise and that irrespective of the permanent deposit it is required to pay rent etc. in ADVANCE in the first week every month.
(B) You shall not assign your right of tenancy and shall not sublet or underlet or part with possession of the tenement or any part thereof.

(C) As the tenement has been let to you and at subsidised rent by reason of your being an Industrial worker within the meaning of the Industrial Housing Scheme and Indian Factories Act 1948 the tenancy shall cease forthwith as soon as you cease to be an Industrial worker.

(D) In June and December every year and also whenever required by this office or on behalf of the Board you shall produce a certificate from your employer that you continue to be an Industrial worker.

(E) This allotment is subject to other rules of Maharashtra Housing Board. You will be allotted if found eligible by the Estate Manager; Maharashtra Housing Board Bombay.

(F) As per the terms of the S.I. Scheme only industrial worker whose income is below Rs. 350/- per month is eligible to get a tenement allotted to you and as such as soon as your monthly income exceeds limit of Rs. 350/- you will have to surrender the tenement to the Board forthwith.



बंदर-89
2004

- (4) You are requested to produce the Employer's certificate to establish your status as Industrial worker and to show present monthly income drawn by you and income of other earning members of your family.
- (5) You are requested to bring with you 2 copies of your recent photos (Passport size) duly attested by your employer.
- (6) The amount specified above should be paid in cash and the amount of C.V. deposit of Rs. 50/- if you have paid is adjustable against above payment on production of the original receipt.

L
W

Yours faithfully,

for
Estate Manager (II),
Maharashtra Housing Co. Commissioner (E.M.)
Bombay, Housing Board, Bombay.

Copy submitted to the Assistant Housing Co. Commissioner,
Bombay, for favour of information.

Copy to Unit No. 4

Copy to Rent Collector, Shri

Rhn./19.5.71.



बदर-४१	
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शा.आ. मुद्रा क्र. ३०६९, दि. ३१-०-१५
 वि.स.प. मुद्रा क्र. १६५

ओळखवि-ह क्रमांक
 झापन अनुक्रमांक 7

Counter code : 5
 Date : 24/05/2000

प्रपत्राचे वर्णन (१)	प्रपत्राची संख्या (२)	प्रत्येक दिवसातील (३)		एकुण रक्कम (४)	
		रु	प	रु	प
SPL/ADHV	1	17750		17750.00	
		TOTAL RS. :		17750.00	

DELIVERED
DELIVERED

PRAVIN T BANDEKAR

याजकडून समासात मिळित
 प्रमाण मुद्रांक शुल्काचे मुद्रांक
 म्हणून _____ रक्कम
 मिळाली

17750.00

१९९९
 दि. 24/05/2000

रु
 मिळा
 17750.00

सोबत
 MAHESH R. DIAMANE

सितसर मुद्रांकित केलेले
 तारखेज मिळाले



शामना- टीए- १००६-अप्रमकामं ७ -१२ -१.००० प्र / १०० पाने दोन प्र

बदर-४/
 ११०५ | २९
 २००५

बृहन्मुंबई महानगरपालिका
का निर्धारण व का संकलन खाते
मानपत्ता करचे देयक तथा पावती
अधिकार कंत्राटार ही पावती निकाल

अधिकारिताचा दिनांक	काँग्रेस विभागात भरले	नॉटिस शुल्क	जपो रचव
		57	

देयक क्रमांक
115688

अधिकार घेतल्याची म्हातगी
वेद्योने / पत्रादेश बटण्यामागत्र पत्रादेशाने अधिकार मिळाले

महाप.अधिकारिताची म्हातगी

लगा क्रमांक	मानपत्ता करव्यय	कालखंड	तारखा	या तारखेला पूर्वीची थकवाकी रक्कम	या दिवशी देय प्रतिसमा देय
KW-30-0243-00-3	2005-2006	200510	01/04/2005	31/03/2005 13930	01/04/2005 0

मानपत्ता क्रमांक मार्ग क्रमांक, मार्गाचे नाव, मानपत्तेचे वर्णन कार्यान्वयीची नावे

K-7219(16) JAI PRAKASH ROAD BLDG NO 42
THE ESTATE MANAGER MAHARASHTRA HOUSING BOARD

दिनांक पासून पर्यंत	एकूण करपात्र मूल्य	करपात्री दिवसेने मूल्य	निवासी करपात्र मूल्य	अनिवासी करपात्र मूल्य
01/04/2005-30/09/2005	21220	0	21220	0

महाप. मानकृत कर					गज्य मानकृत कर			महाप. मानकृत कर	
मूल्य साधारण कर रु / एकक म.	पानो पट्टी रु / एकक म.	जम नाभ कर रु / एकक म.	मननि:साणण कर रु / एकक म.	मननि:साणण नाभ कर रु / एकक म.	म.न.पा. नि:साण उपकर रु / एकक म.	गज्य नि:साण उपकर रु / एकक म.	गज्यार हनी उपकर रु / एकक म.	पूरा उपकर रु / एकक म.	पथ कर रु / एकक म.
30.000 3183	0	12.500R 1324	0	7.500R 776	12.000 1273	637 637	0	0.500 53	1500 1500

प्रथम करनिर्धारण दिनांक	एकूण रक्कम	या कालखंडासाठी भरलेली रक्कम	देयक रक्कम
01/04/1969	3960		3960



वदर-8/
22

अ. मानपत्ता पुढे ७/१० आक्षरणी, व- सुवलतीनुळे ८/१० आक्षरणी, क. करप्रतिग्रहानुळे ४/१०
आक्षरणी याच कालखंडाची पूर्वीची देयके रद्द मानल्यात, पावती. मूखनेसाठी कृपया मागे पाहावे.
थकवाकीसह सर्व रक्कम भरणे आवश्यक आहे.
* थकवाकीसह वृत्त-पत्र अन्वयान त्या वाढत संघटित विभागात नमूद करनिर्धारक व संकलनाचे निमित्त, कागदा व दंडाचा थकवाकीचा तपशील करनिर्धारण घेतल्याच्या संघटित विभाग कार्यालय उद्भवत आहे.

म निवासी करपात्र मूल्यावर NR अनिवासी करपात्र मूल्यावर
{ या पावतीत थकवाकी अंतर्भूत नाही. थकवाकीसाठी वेगळे पावती घ्यावे }

डॉ. सतिश भिडे
मह आयुक्त (मुधार)

SERVICE CHARGES
STATEMENT

Sr. Original Service Total
No. taxes. Charges. taxes.

1. NeA. Assessment Rs. 1.00
2. Management charges 5.00
3. Municipal taxes Rs. 20.00
4. Lease rent Rs. 1.00
Rs. 25.50

1.	25.50	22.00	47.50	From 1.4.89 to 30.9.89	6	Rs. 285.00
2.	25.50	17.70	43.20	Less sweeping charges of Rs. 4.30 P.M.P.T. w.e.f. 1.10.1980.	6	Rs. 259.20
3.	25.50	21.70	47.20	Increase in service charges of Rs. 4.00 P.M.P.T. w.e.f. 1.4.1981	1	Rs. 47.20
4.	25.50	20.05	45.55	Less common light of Rs. 1.65 w.e.f. 1.5.1981	23	Rs. 1047.65
5.	26.95	20.05	47.00	Increase in municipal taxes of Rs. 1.46 P.M.P.T. w.e.f. 1.4.1983	2	Rs. 94.00
6.	27.10	20.05	47.15	Increase in insurance charges of 00.15 P.M.P.T. w.e.f. 1.6.1983.	22	Rs. 1037.30
7.	27.10	22.10	49.10	Increase in service charges of Rs. 1.95 P.M.P.T. w.e.f. 1.4.1985 to 30.3.87	24	Rs. 1178.40
8.	27.10	33.00	60.10	Increase in service charges on Rs. 11.00 from per month from 1.4.87 to 31.3.88		Rs. 721.20
9.	24.60	33.00	57.60	Total taxes less 2.50 monthly charges from 1.4.88 to 31.7.91		Rs. 2304.00
10.	24.60	33.00	57.60	Total taxes less 2.50 monthly charges from 1.8.91 to 31.9.92		Rs. 806.40
						Rs. 7780.55

33.00
33.00
33.00
33.00
33.00
33.00
33.00
33.00
33.00
33.00



Cav
Estate Manager-II,
B.H. & A.D.B. Bombay

माल-मत्तेच्या रजिस्टर कार्डातील उतारा

तालुका-अंधेरी, जिल्हा-मुंबई उपनगर, मुंबई.

सिटी सर्वे

सिटी सर्वे नंबर	खेवफळ चौरस मिटर	सत्ता प्रकार	सरकारला भरलेल्या सान्याचा अथवा खंडाचा तपशिल व तो केव्हा बदलावयाचा
9EY	७८०६०-० - २८६३-७	H1	
	७५१६६-३ - ३७६-६		
	७४७६६-४ - ६६-६		

वट्टिवाटीचा हक्क ७४६६२-५

पत्र १९ मध्ये धारण करणाऱ्यास नाव-हक्क कसा प्राप्त झाला ? जो पर्यंत तपाम लागला तो पर्यंत :

अताराख साऊथिंग बोर्ड

पट्टेदार

इतर वोजे

इतर शेरे



तारीख	व्यवहार	न्याय्युम नंबर	नविन धारणा करणाऱ्या अथवा इतर वोजा असणारा (ई)	साक्षिदार
	अस उपविभागीय नविन मुं उप मुं मॉरेले लॉरीक		कॉमोड डी-५७० पुनू डी-५७० पुनू डी-५७० ता १-४-७२	
	मुंबई नगरपालिका		मुंबई नगरपालिका	
	हॉट ६६८-२		हॉट ७-६-७१	
	अस उपविभागीय नविन मुं उप मुं मॉरेले लॉरीक		कॉमोड डी-५७० पुनू डी-५७० पुनू डी-५७० ता १-४-७२	
	मुंबई नगरपालिका		मुंबई नगरपालिका	
	हॉट ६६२-०		हॉट १-८-७१	
१९-२-७३	अस उपविभागीय नविन मुं उप मुं मॉरेले लॉरीक		कॉमोड डी-५७० पुनू डी-५७० पुनू डी-५७० ता १-४-७२	
सि.सं. १९५	मुंबई नगरपालिका		मुंबई नगरपालिका	
	हॉट ६६२-३		हॉट ८६-४० पुनू १-८-७१	
१९-२-७३	अस उपविभागीय नविन मुं उप मुं मॉरेले लॉरीक		कॉमोड डी-५७० पुनू डी-५७० पुनू डी-५७० ता १-४-७२	
सि.सं. १९५	मुंबई नगरपालिका		मुंबई नगरपालिका	
	हॉट ८८५-००		हॉट १-८-७१	

बदर-४/
 ६६६८ / ६७
 २००५

PTO

No. Dy. C.O. (E.M.) 2/Br. 6/4898
 Bombay Housing & Area Dev. Board,
 Griha Nirman Bhavan, Bandra (E),
 Bombay-51. Dated: 13-5-92

TO

The Hon. Secretary,

DADABHAI NIVAS CO-OP. HSG. SOC. LTD.Bldg. No. 42, D.N.N. Anandheri (W. of),Bombay - 400058

SUB :- Execution of the Deed of Sale and
 Indenture of Lease in respect of
 Bldg. No. 42 under SITIS
 Scheme at D.N. Nagar.

Sir,

The necessary documents viz. the Deed of Sale and
 Indenture of Lease in respect of above building have been
 executed between the M.H.&A.D. Authority and the society on
31/4/1993. The said documents have also been
 lodged for registration by you with the Sub-Registrar, Bandra,
 Bombay under registration Numbers 1960/93
 dt. 10/5/93.

As per the terms and conditions of the documents
 executed, the society is required to pay the service charges,
 Lease Rent for further period in advance to the State Manager
 (11)/B.H.&A.D. Board, Bombay regularly, as and when it becomes
 due and whether formally demanded or not. The property Taxes,
 and the N.A. Assessment will have paid by the society direct
 to the concerned Local Authority.



बदर-४/	
२००४	२८

Yours faithfully,

V. G. A. J.

Dy. Chief Officer (Hsg. E.M.) 2
 B.H.&A.D. Board, Bombay.

॥ श्री ॥

(४२)

फोन :

डी. एन. नगर

“ दादाभाई निवास ” को-ऑप. हाऊसिंग सोसायटी लि.

डी. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

रजि. नं. मुंबई/(इन्स्यु-केडब्ल्यु)/एच एस.जी. (ओ एच) १३०८/८३-८४

जा. क्र. _____

तारीख 25/5/2004

TO WHOMSOEVER IT MAY CONCERN

This is to certify that the room no. 1666 is standing in the name of Mr. Pravin Tukaram Bandekar as per our society records and the said room is admeasuring 300 sq.ft. (Built-up).

We have to further certify that the said room no. 1666 is on the ground floor and the building consisted ground + 4 storeys and is having no lift.

We have to further certify that the construction of the said building was completed on 1/4/1969.

Yours truly,
for Dadabhai Niwas C.H.S. Ltd.,



SECRETARY

संरक्षित

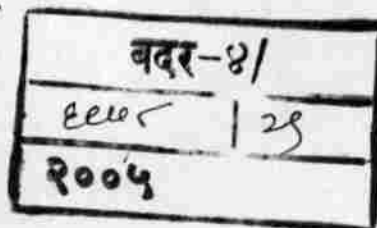
दादाभाई निवास को. ऑ. हाऊसिंग सोसायटी

रजि. नं. मुंबई/इन्स्यु-केडब्ल्यु/एच एस.जी. (ओ एच) १३०८/८३-८४

एच. एस. जी. (ओ एच) १३०८/८३-८४

डी. एन. नगर, अंधेरी (पश्चिम)

मुंबई (पश्चिम) - ४०० ०५८



RECEIPT NO.: 0168233



BRIHANMUMBAI MAHANAGARPALIKA

K / WEST WARD

Assessor and Collector

Receipt Number : KW/ANC/05/003712
SAC No : 300243003
Name : DADABHAI NIWAS BLDG
Address : NO 42 D N NAGAR
ANDHERI WEST MUMBAI 400053

Window Ref. No. : KW4/00027
Date : May 30, 2005

वॉर्ड-8/
एन्ट्री-20
२००५

BI Period : Total Tax:	ND:	WFee:	M Penalty:	G Penalty:	Tot Amt Due:	Amt Paid :
200510 8860.00	0.00	0.00	0.00	0.00	8860.00	8860.00
Cash Amount : Rs. 0.00						
					Rs. 0.00	

Bank Name Chq No. Chq Dt.
APNA
SAHAKARI 706674 29/5/2005
BK

In Words : RUPEES EIGHT THOUSAND EIGHT HUNDRED SIXTY ONLY



For Office Use
4/245/30/5/2005/10:09:24 AM
Remark1
Remark2

Received By
Cash Receiving Clerk



Cheque Received Subject to Realisation.

55742 8 2
93
Receipt No. 57064
No. 4558/93 894
GENERAL STAMP OFFICE
Bombay. 23-4-19. 93

RECEIVED in the office of the Registrar
Mys. Sec. L. L. Stamp duty Rupees. 4,000/-
Four thousand only

Stamp duty of the Bombay
Stamp Act, 1916 in full Stamp duty, Rupees
4,000/-
Four thousand only
with which the instrument is chargeable has
been paid

M. Malavai
COLLECTOR



V. G. Mangarhikar
e/llk
Dh-pk

THIS DEED OF SALE was made at Bombay this 30th day

of April 1993 (One thousand and ninetythree

between the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
a statutory corporation established under the Maharashtra
Housing and Area Development Act, 1976 (MAH. XXVIII of 1977)
hereinafter referred to as "the said Act") having its office
at Griha Nirman Bhavan, Bandra (East) Bombay-400 051, 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;

बदर-४/
एलए 139
२००४

A N D

D.N. NAGAR DADABHAI NIWAS CO-OPERATIVE HOUSING SOCIETY LIMITED
a Society duly registered under the Maharashtra Co-Operative
Societies Act, 1960 (MAH. XXIV of 1961) and bearing registration
No. POM/HSG/1306 dated 29.5.1984 and having its registered
office in Building No. 42 D.N. Nagar Andheri (West), Bombay-400 058
the Purchaser (hereinafter referred to as "the Society" which
expression shall unless the context requires otherwise include
its successors and permitted assigns), of the Other Part;

V. G. Mangarhikar
e/llk
Dh-pk



: 2 :

WHEREAS the Authority being duly constituted with effect from the 5th day of December 1977 under Government Notification in the Public Works and Housing Department No. ARD-1977(1)Desk-44, dated the 5th December 1977, the Maharashtra Housing Board a Corporation established under the Bombay Housing Board Act, 1948 (Dom. IXIX of 1948) (herein-after referred to as "the Board") stood dissolved by operation 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 agreement or contract have become the property liabilities and obligations of the Authority;

AND WHEREAS the Government of India had formulated a housing scheme for the construction and allotment of tenements on rental basis to industrial workers known as the subsidised Industrial Housing Scheme;



V. G. Manjekar

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बदर-81	
एलए	32
२००५	

: 3 :

AND WHEREAS the Board had in pursuance of the said Government of India Scheme built the building bearing No.42 at Survey No.106-A and C.T.S.No.195 Part at D.N. Nagar Andheri(West) Bombay-400 058 (hereinafter referred to as "the said Building") and more particularly described in Schedule-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.

AND WHEREAS persistent demands 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 ownership basis by giving them opportunity to pay for such tenements in suitable instalments as it was found that it was practically impossible to dispossess superannuated workers or workers who have crossed the prescribed income limit and consequently have become ineligible for retention of the tenements in their occupation;

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

V. G. Maitra

M. G. Maitra

बदर-8/	
२००५	३३
२००५	३३

AND WHEREAS on the basis of the guidelines laid down by the Government of India the Government of Maharashtra have inter-alia directed that the buildings Built by the Housing Board and 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 for 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 Dadabhai Niwas Co-Operative Housing Society Ltd., the said Society being the other part of the these presents;

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 subject to the terms conditions and covenants 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;



V. G. [Signature]
 2004

[Signatures]

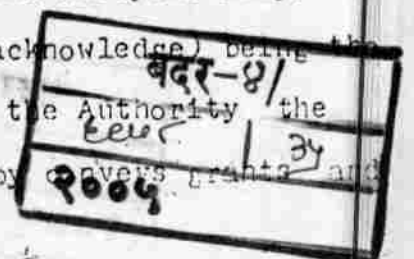
: 1 :

AND WHEREAS the said building is intended to be sold to the Society at the price of Rs. 2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo 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. 2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo 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 the Authority in the said building on terms conditions and covenants as are contained hereinafter;

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In consideration of the payment of Rs. 2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo only) (exclusive of the rebates given by the Government of India, the Government of Maharashtra and the Authority from time to time) paid by the allottees and the Society to the Authority on or before the execution of these presents (the receipt of which sum of Rs. 2,13,442/- (Rupees Two Lakh Thirteen Thousand Four Hundred Fortytwo only) the Authority doth hereby admit and acknowledge) being the full consideration amount payable to the Authority, the authority as the absolute owner hereby conveys grants and



V. G. Mawjekar A/c D/2

assures unto the Society by way of sale all the property consisting of a building bearing No.42 standing on the piece or parcel of land at Survey No.106=A and C.T.S.No.195 Part at D.N.Nagar Andheri(West) and more particularly described in the first Schedule hereto and for clarity delineated on the plan hereto annexed and thereon shown with its boundaries coloured red together with all its appurtenances, such appurtenance not being land and all the estate rights, title interest use inheritance 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 possession of the said building and hold 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 terms conditions and covenants incorporated in these presents.

3. The Authority hereby covenants with the Society that the said building hereby sold is free from all encumbrances



cept as stated herein and the Authority is and convey the same to the Society in the said.

The Authority hereby agrees to do and execute and cause to be executed all such further and other acts deeds things conveyances and assurances for better and more perfectly conveying and transferring the said building and every part thereof unto the Society as may be reasonably required by the

Society *बदल-8/1*
अधिकारी
 2004

: 7 :

5. The Society hereby expressly agrees that the land underneath and appurtenant to the said building is and continues to be the property 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.

6. The Society shall bear pay and discharge all existing and future rates taxes assessments duties impositions and outgoings whatsoever assessed imposed and charged upon the said building provided that all such taxes rates assessments duties impositions and outgoings 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 law 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 arrears and the Authority agrees that it shall pay the same after due verification.

7. The Society shall pay to the Authority a proportion to be fixed by the Authority of all expenses as may be determined by the Authority payable from time to time in respect of constructing repairing building and finishing all party walls party fences party-hedges 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 expenses on



₹ 2000/-	130
2000	

V. G. M. Anjanekar *27/9/16*

: 8 :

of such expenses in advance and on account a sum of Rs.4080/- (Rupees Four Thousand Eighty only)(tentative) at every quarter of the year the first of such payment being made on the 3.11.1992 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 said sum of Rs.4080/- (Rupees Four Thousand Eighty 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 12-1/2% 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 account 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 aforesaid.

8. It is hereby agreed and declared that all moneys sums due and other charges payable under these presents shall be 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 10 of the said Act as amended from time to time provided always that this clause shall not affect other rights and remedies of the Authority in this behalf.



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 2004

Handwritten signatures and initials in blue ink.

: 9 :

9. It is hereby further agreed and declared that the Society shall not be 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 and that any enjoyment of light or air by the Society or its successors in title from or over and adjoining land of the Authority shall be deemed to be had with the consent of the Authority.

10. All the costs including the stamp duty and registration charges 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 R.S.Rathod Chief Officer of Bombay Housing and Area Development Board, Bombay for and on behalf of the Authority has been hereunder and the seal of the Authority has been affixed and attested by the Officer of the Authority and the signatures of Shri V.G.Manjrekar Chairman and Shri V.N.Dhopate Member of the Managing Committee of the Society for and on behalf of the Society under the authority of the Society given to them to execute these presents for and on behalf of the Society vide Society's General Body's Resolution passed in its meeting held on 1st November 92 and the seal of the Society has been affixed hereunto on the day and the year first hereinabove written.



V. G. Manjrekar

2004

विवरण-४/
६६६६ ३९
२००४

- SCHEDULE - I -

- SCHEDULE OF PROPERTY ABOVE REFERRED TO -

All that the Building No.42 having a multistoreyed structure situated on the land bearing S.No.106-A and CitySurvey No.195 Part of D.N.Kagar Andheri(West), Bombay-400 058 in the registration Sub-District of Pandra Bombay Suburban District and bounded as follows -
That is to say -

- On or towards the North by - Open plot for E.H & A.D.B's Employees Society.
On or towards the South by - Building No.40
On or towards the East by - 30'-0" wide Road.
On or towards the West by - Building No.43.

- SCHEDULE -II -

LIST OF FORTNIGHTLY ALIOTTEES OF DADABHAI NEWAS
CO-OPERATIVE HOUSING SOCIETY LTD.

Sr. No.	Tenement No.	Name of the Tenant.	Carpet area per tenement in Sq.Mtr.	Sale price of each tenement.
1.	2.	3.	4.	5.
1.	1661	Shri Raghunath Krishna Phosale.	23.20	5336/-
2.	1662	Shri Harish R.Gadediya	23.20	5336/-
3.	1663	Smt.Smita Shashikant Sawant	23.20	5336/-
4.	1664	Smt.Vina Manohar Naik	23.20	5336/-
5.	1665	Shri Prabhakar Krishnaji Vaidya	23.20	5336/-
6.	1666	Shri Anant Vithal Vedak	23.20	5336/-
7.	1667	Shri Abdulla M.Tandel	23.20	5336/-
8.	1668	Shri Gomayya Guma Shetty	23.20	5336/-
9.	1669	Shri Narhari Jaysing Rane	23.20	5336/-
10.	1670	Shri Gangaram Sakharan Vaze	23.20	5336/-
11.	1671	Shri Shivaji Mohaniraj Parab	23.20	5336/-
12.	1672	Shri Vakil Tukaram Chalke	23.20	5336/-
13.	1673	Shri Nivrutti Bhiku Kamble	23.20	5336/-
14.	1674	Shri Ghanshyam Dnyanadev Salgaonkar.	23.20	5336/-



बदर-४/	V. G. Manjekar
२००५	

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DATED THIS DAY OF 1993

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Dammed
11.38.

MAHARASHTRA HOUSING AND AREA
DEVELOPMENT AUTHORITY.

A N D

DADABHAI NIWAS CO-OPERATIVE
HOUSING SOCIETY LIMITED.

- DEED OF SALE -

Bldg.No.42, D.N. Nagar,
Andheri(W), Bombay-400 058.

Smt. S. M. Deodhar,
Legal Adviser,
Maharashtra Housing and Area
Development Authority, Bombay.

: 11:

1.	2.	3.	4.	5.
15.	1675	Shri Ashok Chintaman Churi	23.20	5336/-
16.	1676	Shri Dagdu Govind Mohite	23.20	5336/-
17.	1677	Smt. Pushpalata Tukaram Masurkar	23.20	5336/-
18.	1678	Shri Gurunath Manohar Naik	23.20	5507/-
19.	1679	Shri Tukaram Krishnaji Sonavane	23.20	5336/-
20.	1680	Shri Appasaheb Ramchandra Ghorpade	23.20	5336/-
21.	1681	Shri Harish Arun Rathod	23.20	5336/-
22.	1682	Shri Sudhakar Krisana Dhighe	23.20	5336/-
23.	1683	Shri Maruti Sitaram More	23.20	5336/-
24.	1684	Shri V. Chako Samual	23.20	5336/-
25.	1685	Shri Janardan Krishna Shetty	23.20	5336/-
26.	1686	Shri Pandurang Santu Kamble	23.20	5336/-
27.	1687	Shri Krishna Laxman Mumbarkar	23.20	5336/-
28.	1688	Shri K. Janardan Rao	23.20	5336/-
29.	1689	Shri Vishnu Govind Manjrekar	23.20	5336/-
30.	1690	Smt. Jaya Narsu Shetty	23.20	5336/-
31.	1691	Shri Rajaram Laxman Mumbarkar	23.20	5336/-
32.	1692	Shri Ramesh Dwarkadas Arora	23.20	5336/-
33.	1693	Shri Anand Keshav Kulkarni	23.20	5336/-
34.	1694	Shri Madhusudan Ramchandra Katvankar	23.20	5336/-
35.	1695	Smt. Sunita Ganesh Urankar	23.20	5336/-
36.	1696	Shri Vishnu Narayan Dhopte	23.20	5336/-
37.	1697	Shri Ashok Balkrishna Ute	23.20	5336/-
38.	1698	Shri Manohar Bhagwan Mhapse	23.20	5157/-
39.	1699	Shri Yashwant Shantaram Tawade	23.20	5336/-
40.	1700	Shri Pandurang Ramchandra Kamble	23.20	5336/-



V. G. Manjrekar *Ahmednagar* Dhopte

बदर-४/	..2
६६६६ १९	
२००५	

SIGNED, SEALED AND DELIVERED
 by Shri R. S. Rathod
 Chief Officer, Bombay Housing and
 Area Development Board, Bombay
 in the presence of
 Shri R. L. Gawaj, SR. Clerk
~~Legal Assistant, Maharashtra~~
 Housing and Area Development
 Board,
 Authority, Bombay.

[Signature]
 (R.S. Rathod)
 Chief Officer,
 Bombay Housing and Ar
 Development Board, Bom



The Common Seal of the Maharashtra
 Housing and Area Development Autho-
 rity affixed in the presence of
~~Kum. S. A. Salvi, Asstt. Legal~~
~~Adviser, Maharashtra~~
~~Assistant Legal Adviser, Maharashtra~~
 Housing and Area Development
 Authority who has signed in token thereof
 in presence of

[Signature]
 S. A. SALVI
 Asstt. Legal Adviser
 Maharashtra Housing &
 Area Development Autho
 Bombay.

Shri R. L. Gawaj, SR. Clerk
 B. H. & A. D. B. Bombay
 Legal Assistant/Authority

SIGNED, SEALED AND DELIVERED by
 1) Shri V.G. MANJAREKAR, Chairman
 2) Shri A.V. VEDAK, Secretary

[Signature] V.G. Manjarekar
[Signature] A.V. Vedak
[Signature] V.N. Dhopte
 8/2/93



Shri V.N. DHOPTA Member of the
 Managing Committee of the said
 Society who have hereunto affixed
 signatures in the presence of
 S. K. Dighe
 a Member of the Society.

बदर-४/
 एव 12
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: 13 :

The Common Seal of the
 DADABHAI NIWAS CO-OPERATIVE
 HOUSING SOCIETY LIMITED
 is affixed in the presence
 of Shri A.V.Vedak, Secretary
 who has signed in token
 thereof in the presence of
 Shri S. K. Dighe *S.K. Dighe*
 a member of the Society.



बदर-४/
६६६६ ४३
२००५

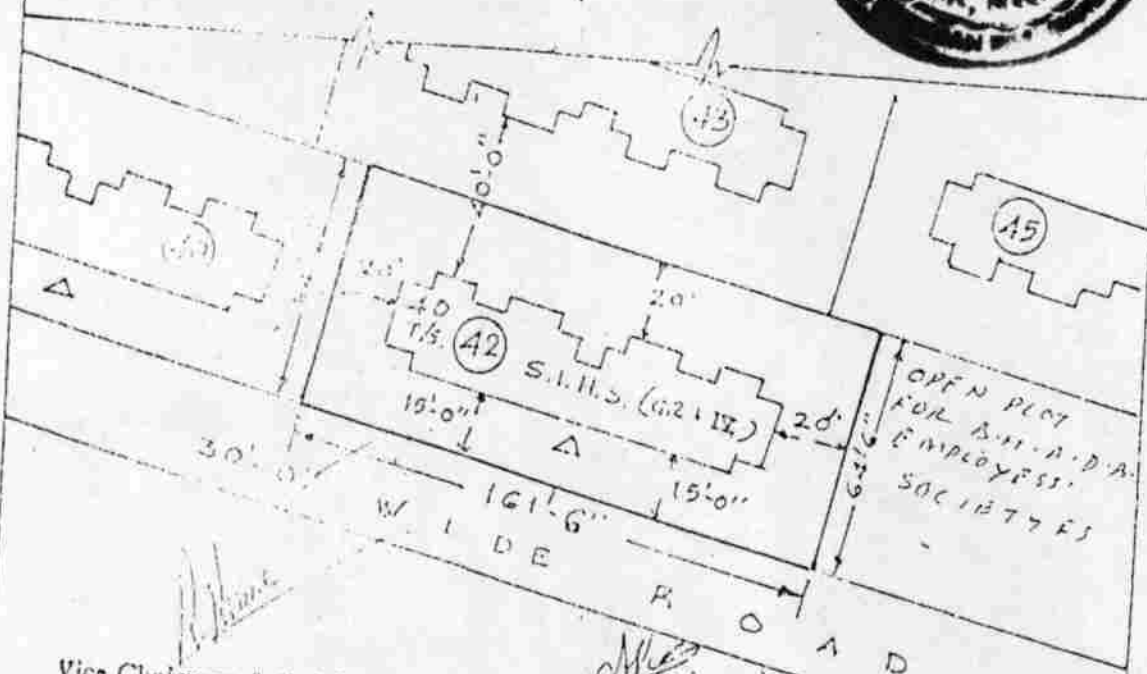
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ANDHERI DIVISION PLAN NO. 28/81

PART LAY-OUT PLAN OF D.N.NAGAR,
ANDHERI (WEST), S.NO. 106-A SHOWING
THE BOUNDRY OF BLDG NO. 42
(10% OUT OF 500% UNDER S.I.H.S.)

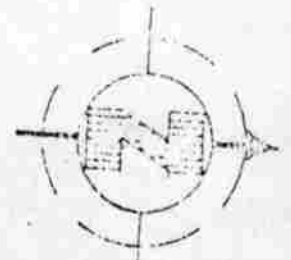
NOTE - 1

- 1) THE LAND UNDERNEATH APPURTANANT TO THE BLDG. NO. 42 IS 1157.42 SQ.M. I.C. 967.71 SMT. SHOWN BOUNDED RED
- 2) CARPET AREA PER TENEMENT = 247.19 SFT = 23.20 m²
- 3) PLINTH AREA PER TENEMENT = 374.62 SFT = 34.80 m²
- 4) PLINTH AREA OF BUILDING = 14984.80 SFT = 1392.00 m²



Vice Chairman & Chief Officer
Boundary, Housing & Areas
Development Board, Bombay

Hon. Secretary
of D. N. Nagar "Dadabhai Nagar"
Co-op. Housing Society Limited



SCALE: 40' = 1" 1/2

CHIEF ENGINEER,
B.H.A.D.B. BOMBAY

DY. CHIEF ENGINEER,
B.H.A.D.B. (WEST) BOMBAY

EXECUTIVE ENGINEER,
HOUSING ANDHERI DIVISION

DEPUTY ENGINEER,
ING. ANDHERI SUB DIVN. NO.

बदर-४/१
२००४

Signature

3. Designation Of Property Clause

For the purpose of determining, where necessary, the item under which any property is insured, the insurers agree to accept the designation under which the property has been entered in the insured's books.

4. Reinstatement Value Policies

"It is hereby declared and agreed that in the event of the property insured under (Item Nos....of) within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

Special Provisions:

The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.

1. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged, the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
2. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
3. This Memorandum shall be without force or effect if
 - (a) The Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
 - (b) The Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

5. Local Authorities Clause:

The insurance by this policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1. The amount recoverable under this extension shall not include:
 - a. the cost incurred in complying with any of the aforesaid Regulations or Bye-laws,
 - i. in respect of destruction or damage occurring prior to the granting of this extension,
 - ii. in respect of destruction or damage not insured by the policy,
 - iii. under which notice has been served upon the insured prior to the happening of the destruction or damage,
 - iv. in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that portion of the property destroyed or damaged
 - b. the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations or Bye-laws not arisen,
 - c. the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws.
2. The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Insurers may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Insurer under this extension not being thereby increased.

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

1. Agreed Bank Clause

"It is hereby declared and agreed:-

- a. That upon any monies becoming payable under this policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- b. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the policy.

- c. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any matter arising under or in connection with this policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- d. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- e. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby insured or any building in which the goods insured under the policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- f. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this policy and shall claim that as to the Mortgagor or Owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

N.B: In cases where the name of any Central Government or State Government owned and / or sponsored Industrial Financing or Rehabilitation Financing Corporations and /or Unit Trust of India or General Insurance Corporation of India and/or its subsidiaries or LIC of India/ any Financial Institution is included in the title of the Fire Policy as mortgagees, the above Agreed Bank Clause may be incorporated in the Policy substituting the name of such institution in place of the word 'Bank' in the said clause.

2. Contract Price Insurance Clause

It is hereby agreed and declared that in respect only of goods sold but not delivered for which the insured is responsible and with regard to which under the conditions of sale, the sale contract is by reason of the perils covered under the Policy, cancelled either wholly or to the extent of the loss or damage, the liability of the company shall be based on the Contract Price and for the purpose of average the value of all goods to which the clause would in the event of loss or damage be applicable shall be ascertained on the same basis.

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Tel. No. : 2682 6380

SURESH S. PAKTEKAR

(PLUMBING & CIVIL CONTRACTOR)

Ram Suder Chawl, Tejpal Road, Vile Parle (East) Mumbai - 400 057.

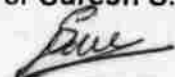
M/s. SAMEER DASHARATH SAWANT

D. V. Sawant,
42/1666, D.N. Nagar,
Andheri (W), Mumbai - 400 053.

Date : 02.06.2005

Sr. No.	Particulars	Qty.	Rate	Amount Rs.
1)	Breaking all flooring & side sartin, Removing debris outside fixing 2'x2' Marbonite Tiles.	380 Sft.	150.00	57,000.00
2)	Kitchen P/F, Black Granite S.S. Sink, & Kitchen Plumbing work L Shafe P/F.	10 Rft.	3000.00	30,000.00
3)	Breaking Bath & W.C. Tiles making new Plaster & fitting 8"x12" Jhonson glass tiles.	200 Sft.	100.00	20,000.00
4)	Cansil Plumbing, Hot & Cold water mixer, fancy Tab, Sintex Tank, Anglo W.C. Giser.			30,000.00
5)	Two Sliding window, Marble frame & Grill box.			37,000.00
6)	Painting-Two coat lambi, primer, & threecoat paint luster super quality.			28,000.00
Rupees Two Lac Two thousand Only.			TOTAL	2,02,000.00

For Suresh S. Paktekar



Tel. No. : 2682 6380

SURESH S. PAKTEKAR

(PLUMBING & CIVIL CONTRACTOR)

Ram Suder Chawl, Tejpal Road, Vile Parle (East) Mumbai - 400 057.

M/s.

Sameer Dasharath Sawant,
D. V. Sawant

Date : 02-06-05

42/1666 D. N. Nagar

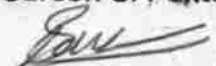
Mumbai (W) m. 53.

Sr. No.	Particulars	Qty.	Rate	Amount Rs.
1)	Braking all flooring & side scuffing, removing debris outside. Fixing 2'x2' marble tiles.	380 ^{sq}	150=00	53200 = 57000 =
2)	Kitchen P/F, black granite S.S Sink & Kitchen Plumbing work. L gate P/F	10 ^{sq}	3000=00	30,000 =
3)	Braking bath & w.c tiles making new plaster & fixing 8" x 12" Johnson glass tiles.	200 ^{sq}	100=00	20,000 =
4)	Cancel plumbing, Hot & cold water mixer, fancy tap, Sintex tank, Anglo w.c. geyser.			30,000 =
5)	Two sliding window, marble frame, & grillwork.			37,000 =
6)	Painting - Two coat lombo, primer & three coat paint luster super quality			28,000 =
				<u>202,000</u>
			TOTAL	198200 =

Rupees

TOTAL

For Suresh S. Paktekar



॥ श्री ॥

(४२)

डी. एन. नगर

फोन : 005

“ दादाभाई निवास ” को-ऑप. हाऊसिंग सोसायटी लि.

डी. एन. नगर, अंधेरी (पश्चिम), मुंबई-४०० ०५८.

रजि. नं. मुंबई/(डब्ल्यु-केडब्ल्यु)/एच एस.जी. (ओ एच) १३०८/८३-८४

जा. क्र.

तारीख

१९

Date : 25-05-2005

TO WHOM SO EVER IT MAY CONCERN

We have to hereby state that there is a charge HDFC Bank on Flat No.42/1666. Dadabhi Niwas Co-op. Hsg. Soc., D. N. Nagar, Andheri (West), Mumbai - 400 053.

In our society record and we have no objection in you repaying the said loan and we have to further state that your charge will be created only after the charge of HDFC is vacated and that to certificate by HDFC Bank.

Sd/-

सरचिटणीस

दादाभाई निवास को. ऑ. हाऊसिंग सोसायटी,
रजि. नं. मुंबई/[डब्ल्यु - केडब्ल्यु] /
एच. एस. जी. [ओ. एच. १३०८ / ८३-८४]
४२ डि. एन. नगर, जे. पी. रोड,
अंधेरी (प.), मुंबई - ४०० ०५३

Date : 25-MAY-2005

From : BANDEKAR PRAVIN TUKARAM
FLAT NO.1666,
D N NAGAR 42,
BLDG NO-42,
DADA BHAI NAVROJI CHS,
D N NAGAR,
ANDHERI WEST,
MUMBAI-400053

To,

Housing Development Finance Corporation Ltd.
MUMBAI

Dear Sirs,

I/We forward the following to you :

1. (Current/Previous) C Sale Agreement (Original? (Y/N)) Y Dated 24.05.00
Rs. 550000 (Receipt in Agreement Rs 50000).
2. ALLOTMENT LETTER FROM SOC DATED 1.6.71
3. NO OBJECTION CERTIFICATE FROM DADABHAI NIVAS CHS LTD
4. TITLE REPORT
5. OWN CONTRIBUTION RECEIPTS FOR RS 50000 (LAST RECPT DATE 24.05.00
6. PERSONAL GAURANTEE FROM MR KALMISKAR C S.
7. PERSONAL GAURANTEE FROM MR SINGH KARTAR.

The following will be forwarded to you shortly :

1. SHARE CERTIFICATE

Yours Faithfully



(Borrower)

(Co-Borrower)