

AGREEMENT FOR SALE

THIS AGREEMENT is made at Dombivli on the 21 day of Nov 2013.

BETWEEN

SMT. KUNCHILAKSHMI R. VARIYAR, aged about 82 years, Indian Inhabitant, Occupation Housewife, residing at Flat No.9, Wing B, on Second Floor, Anand Deep No.1, CHS, Ltd, Pendse Nagar, Dombivli (East)-421201, Taluka Kalyan, Dist. Thane. hereinafter called "THE TRANSFEROR" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include his/her/their heirs, legal representatives, executors and administrators).

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AND

MRS. RADHA SPADIKATHINGAL, aged about 54 years, Indian Inhabitant, Occupation service, & **MR. BHARATHAN M. VARIATH**, aged about 62 years, Occupation Retired, both residing at Flat No.9, Wing B, on Second Floor and admeasuring about 549 squire feet (51.02 sq.mtrs) built-up area of building known as "ANAND DEEP NO.1", Co-operative Housing Society Ltd, Pendse Nagar, Dombivli (East)-421201., Taluka Kalyan, Dist Thane, hereinafter called "THE TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, legal representatives, executors, administrators and assigns);

WHEREAS The TRANSFEROR has purchased the Flat vide Agreement for sale from **M/S. L.V.PATEL & CO.**, dated 24/7/1979 and as such is the owner of Flat No.9, Wing B, on Second Floor, Anand Deep No.1, CHS, Ltd, Pendse Nagar, Road No.2, Dombivli (East)-421201, Taluka Kalyan, Dist. Thane. (more particular described in the schedule hereinafter referred to as "the said Flat")

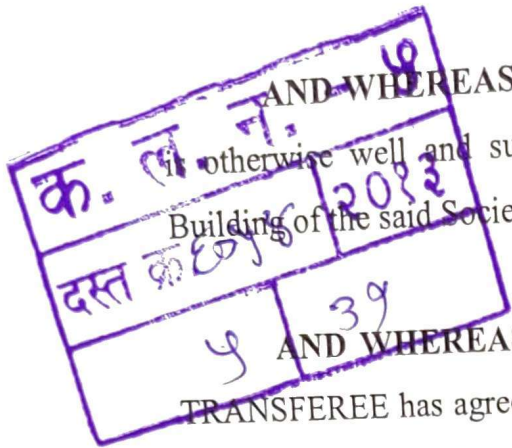


AND WHEREAS the TRANSFEROR is the member of "ANAND DEEP No.1" Co-operative Housing Society Limited, registered under No.TNA/KLN/HSG/1595/83 Dated 22/07/83 (hereinafter referred to as "the said Society") and as a member and the owner of the said flat in the Society he was allotted

Kunchi Lakshmi R. Variyar

Radha

five fully-paid-up shares of the said Society bearing distinctive Nos.753 to 757 (both inclusive) under share certificate No. 29 (hereinafter referred to as "the said Shares");



AND WHEREAS the TRANSFEROR is absolutely seized and possessed of and is otherwise well and sufficiently entitled as the owner of the said Flat in the said Building of the said Society.

AND WHEREAS the TRANSFEROR has agreed to sell and transfer and the TRANSFEREE has agreed to purchase all right, title and interest of the TRANSFEROR in the said Flat and the said Shares and the right of occupation of the said Flat in the said building of the said Society including his right, title and interest in the said Flat for a total sale consideration of Rs.30,00,000/- (Rupees Thirty Lakhs only).

AND WHEREAS the Parties hereto have agreed to record the Terms and Conditions on which the TRANSFEROR has agreed to sell and the TRANSFEREES have agreed to purchase and acquire the right, title and interest of the TRANSFEROR in the said Flat including the said shares of the TRANSFEROR in the said Society;

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The TRANSFEROR hereby agree to transfer unto the TRANSFEREES and the TRANSFEREES hereby agree to purchase and acquire all the right, title and interest of the TRANSFEROR in the said Society including the said of Flat , No. 9, Wing B, on Second Floor and admeasuring about 549 square feet (51.02 sq.mtrs) built-up area of building known as "Anand Deep No.1" Co-Operative Housing Society, Ltd, Pendse Nagar, Road No.2, Dombivli (East)-421201, Taluka Kalyan, Dist. Thane. The Transferor has also agrees to transfer the said Shares bearing distinctive Nos.753 to 757 (both inclusive) allotted under share certificate No.29 of the society, and all the right of the TRANSFEROR as to the use, occupation and enjoyment and ownership of the said Flat together with all rights, title and interest of the TRANSFEROR in the said Society, and The Transferor agrees to transfer the said flat & shares to the Transferees for a total consideration of Rs.30,00,000/- (Rupees Thirty Lakhs Only).



M. J. Umhikshmi R. Varrier.

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2. The said consideration of **Rs.30,00,000/- (Rupees Thirty Lakhs Only)** to be paid by the TRANSFEREES to the TRANSFEROR in the manner hereinafter mentioned:

a. **Rs.3,00,000/- (Rupees Three Lakhs only)** paid before the execution of this agreement as Earnest Money or Deposit (the receipt whereof the TRANSFEROR hereby admit and acknowledge in the presence of witnesses);

b. **Rs.27,00,000/- (Rupees Twenty Seven Lakhs Fifty Thousand only)** will be payable after sanction of Loan i.e. within Two months from execution of this agreement.

c. **Rs.27,00,000/- (Rs. Twenty Seven Lakhs Only)** the balance consideration shall be paid at the time given by the Transferor and against the delivery of vacant and peaceful possession of the said Flat by the TRANSFEROR to the TRANSFEREES and completion of all the formalities of transfer and registration of the said flat and the said shares;

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3. The TRANSFEROR has represented to the TRANSFEREES :-

a. That the TRANSFEROR has paid all the dues and outgoings in respect of the said Flat up-to-date.

b. That the said Flat is free from any kind of encumbrances.

c. That the said Flat and shares belong to the TRANSFEROR absolutely and that no other person/s have any right, title or interest whatsoever therein by way of gift exchange, mortgages, charges, lien, sale, inheritance, lease or otherwise in the said shares / said flat.

d. That notwithstanding anything herein contained, any act, deed, matter or thing of whatsoever nature done by the TRANSFEROR or any person/s lawfully or equitably claiming by, through or in trust the TRANSFEROR has full right, power and absolute authority to sell or transfer to the TRANSFEREES the said Flat and the TRANSFEROR has full right, title and interest in the said shares and that the TRANSFEROR has not done any act of omission or commission whereby the ownership, possession and/or occupation of the said shares of the TRANSFEROR may be rendered illegal and/or unauthorised for any reason or on any account.



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13. In the event there is any delay or default on the part of the TRANSFEROR in performing his part of the contract then the TRANSFEREE shall be entitled to specific performance of this Agreement together with right to claim all costs, charges, expenses and losses suffered by the TRANSFEREES from the TRANSFEROR.

14. This is the whole agreement between the parties, and that parties are governed by the terms of this Agreement and no other documents/ writing or any oral arrangement.

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FIRST SCHEDULE OF PROPERTY

All that piece and parcel of land bearing **Old Survey No.208A, Hissa No.8 (Part), New Survey No.69, Hissa No. 8 (Part), Survey No.148,,Hissa No.2 & 3 (Part) of Mouje Pendse Nagar,Dombivli, Taluka Kalyan, Dist. Thane** and within the limits of Kalyan Dombivli Municipal Corporation, Dombivli Division, within the Registration Dist. Thane and Sub-Registration Dist. Kalyan.

SECOND SCHEDULE OF PROPERTY

Flat, No. 9, Wing B, on Second Floor and admeasuring about 549 square feet (51.02 sq.mtrs) built-up area of building known as "Anand Deep No.1" Co-Operative Housing Society, Ltd, Pendse Nagar, Road No.2, Dombivli (East)-421201, Taluka Kalyan, Dist. Thane. consisting of Ground + 4th floor without lift.:

Mr. J. Anhi Lalkshmi R. Narver,

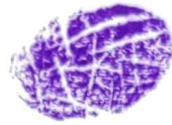


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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and on the day and the year first herein above stated.

SIGNED AND DELIVERED by the
 Within named "TRANSFEROR"
 SMT KUNCHILAKSHMI R. VARIYAR



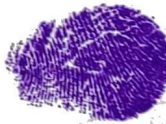
M. Jeevhi Lakshmi R. Variyar.

in the presence of the witnesses:

1. Sindu.P.S *Sindu*
- 2.

SIGNED AND DELIVERED by the
 Within named "TRANSFEREES"

1) MRS. RADHA SPADIKATHINGAL



Radha



2) MR. BHARATHAN M. VARIATH



in the presence of the witnesses:

1. Chandrika Chandrika Sukumar
- 2.



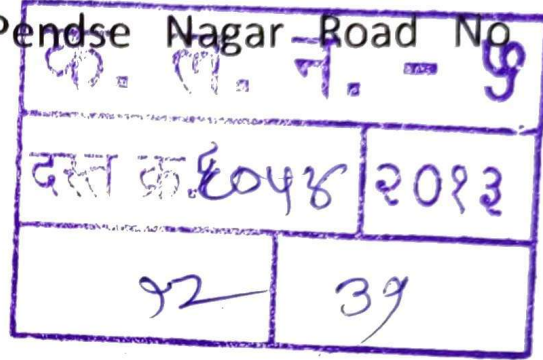
ANAND DEEP NO.1. Co-operative Housing Society Ltd.

(Reg. No. TNA/ KYN / HSG / 1595 / 83 dated 22nd July 1983)

Pendse Nagar, Road No. 2, Dombivli (East) 421201.

NO OBJECTION CERTIFICATE

This is to certify that Mrs.Kunchilakshmi R Variyar is a bonafied member of our society and owner of Flat No 9 in B wing of our society Anand Deep No1 CHS Ltd, Pendse Nagar Road No 2, Dombivli(E)-421201.



Also certify that Mrs.Kunchilakshmi R Variyar of flat no 9 is the registered holder of Shares:

Certificate No	No of shares	Date of issue
141 to 145	5	01-01-1985
303 to 306	5	28-06-1992
387	1	30-05-1993
538 to 542	5	06-12-1998
753 to 757	5	28-03-2003



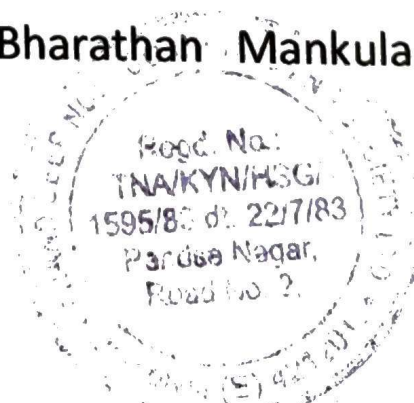
The society has No Objection for taking the loan from Bank on this flat by Mrs.Radha Spadikathingal and Bharathan Mankulangara Variath.

For ANAND DEEP NO: 1 CO-OP. HSG. SOC. LTD.


SECRETARY


TREASURER


CHAIRMAN



ANAND DEEP NO.1. Co-operative Housing Society Ltd.

(Reg. No. TNA/ KYN / HSG / 1595 / 83 dated 22nd July 1983)

Pendse Nagar, Road No. 2, Dombivli (East) 421201.

The Area of the flat :549 sq ft.

Year of Construction: 1979

No of Floor: Ground + 4.

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It is further certify that, there are no outstanding dues or any kind of liabilities on the abovementioned flat as on date. Hence the No Objection Certificate is issued.

For ANAND DEEP NO: 1 CO-OP. HSG. SOC. LTD.


SECRETARY

TREASURER


CHAIRMAN



Place: Dombivli(E).

Date:26-10-2013.

Share Certificate

Mem. Register No. 29

Certificate No. 2003/29

AMAND DEEP HO. I CO-OP. HOUSING SOCIETY LTD
Reg. No. TNA/KYN/HSG/1595/83 dt. 22-7-83
Pendsenager Road No. 2,
Dombivli (East) Pin. 421 201

This is to certify that Srs. KUNJULAKSHMI RAMANKUTTY

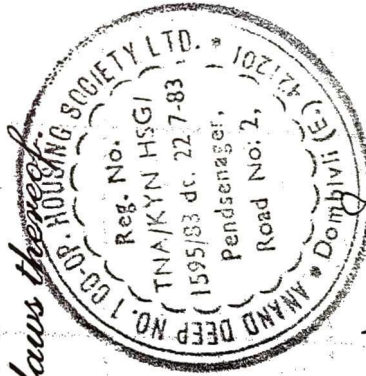
WARRIAR

is / ~~are~~ the Registered Holder/s of FIVE
fully paid - up shares Numbered FS3 to FS7
both inclusive, of Rupees FIFTY each in the above named
AMAND DEEP HO. I CO-OP. HOUSING SOCIETY LTD

Subject to the Bye - laws thereof.

Given under the Common Seal of
the said society, this 28th
day of MARCH 2003

Rs. 250/-



Chairman
Hon. Secretary
Hon. Treasurer

NOTE : No transfer of any of the Shares comprised in this Certificate will be registered unless accompanied by this Certificate.



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नापर परवाना व
बांधकाम पुणतेचा दाखला

म. नो. एम./पी. ११६०, डी. १३२

१२/११/१९७०

ठाणे १९७०

श्री. / श्रीमती व्ही. एम्. पेडसे

रा. होंबिवली यांचे ठारोव २४/१०/१९६० चे अर्जावरून दाखला देण्यांत येतो की त्यांनी नगरपालिका हद्दीतील स. न. २०८ अ. हि. (मोजी चौक, होंबिवली वाडें नं. ३२) येथे इकतोल बॉफिस वाडेश नं. डी. नो. एम./पी. ११६०, डी. तारीख २२/११/१९७० मध्ये मंजूर केलेल्या प्लॅन प्रमाणे बांधकाम पूर्ण केलेले आहे. सर्व बांधलेल्या जागेचा वापर सुव्यवस्थित वा. २४/१०/१९६० पासून परवानगी देण्यांत येत आहे.

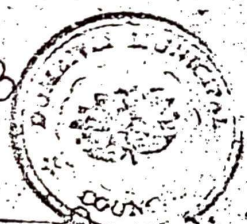
(तक + चार मजले)
'अ' विवडींग
होंबिवली

(जेहरु मैदाना जवळ, पेडसे नगर-
उदिकली (पूर्वी))

दिनांक १/११/७०

मुख्याधिकारी

होंबिवली नगरपालिका परिषद



प्रति- १) श्री. / श्रीमती व्ही. एम्. पेडसे

- २) म्यु. कर अधिकार यांचेकडून माहितीसाठी व असेसमेंटसाठी.
- ३) म्यु. सुपरवायझर याणी साते.
- ४) मा. सहा. संचालक, नगररचना ठाणे, "मूलमोहर" गोलले रोड, नोंपासा, ठाणे.

Attested

Chief Promoter



Grant of N. A. Permission under section 65 of Land Revenue Code.

1) Application from Shri Vishwanath More of village Chole town dated 25-1-65 for grant of N. A. permission.

In exercise of the powers vested in him under section 65 read with section 67 of Land Revenue Code, the Collector of Madhya is hereby pleased to grant permission to Shri Vishwanath More to convert this agricultural land out of S. No. 154, 208, 209 Pot. (Huss) of village Chole Taluka Walyan for residential/commercial/industrial/religious purposes only subject to the relevant provisions of the Land Revenue Code and of the Rules framed thereunder and of the B. & L. Act. The applicant will pay from the date of commencement of N. A. use a revised assessment on the land admeasuring 110 sq. yds. and will be entitled to 3/8 th concession if the land is used for noncommercial or non-industrial purpose. The N. A. Assessment, the applicant will have to pay will be Rs. 12307 which is guaranteed upto 31-12-1965. The area and assessment mentioned above will be liable to alteration in accordance with the survey corrections issued.

1965
110
12307

Approval is hereby given to the construction of a building in accordance with the sanctioned plan attached herewith. The applicant is advised to carefully note the margin spaces and the distances from the roads and strictly conform to the approved plan in every respect. He shall not make any addition or alterations to the structure, as approved now, without prior approval of the Collector. The applicant shall not violate any building regulations prescribed for Thana District and will take particular care to maintain the surroundings clean and orderly. The privy shall be innocuous to the neighbour and screened from public view, and shall not be within 35 feet from a well. Similarly no cattle shall be kept in a residential building. In case the use of the land causes a public nuisance or creates atmosphere injurious to public health, the applicant will be liable to any of the penalties mentioned hereunder. The plot holder shall provide suitable access to the plot within a period of six months from the date of this order.

SUB-REGISTRAR
1965

4) The plot holder is specifically prohibited under section 48 from putting the land to any use other than the one mentioned in para 2 above. The structure must be completed within a period of six months from the date of this order and the structure must be completed within a period of three years. If the N. A. use does not commence within six months the N. A. permission will lapse unless the land holder applies to the Collector for extension of period before the expiry of six months and the Collector grants further time.

6) The occupant of land shall inform the Mamladar/Collector as well as village officer in writing of the commencement of N. A. use within a period of one month from the date of such use in default of which he shall be liable to pay in addition to the non-agricultural assessment, such fine as the Collector may direct.

6A) He shall build on an area not exceeding 57 sq. yds. and shall leave remaining area (unimproved)

The construction of the building on the land must be completed in three years. In the areas where there is a town planning scheme, this period is reduced to one year. Provided that this period may be extended by Collector on an application by the occupant.

8) The land will be regarded as agricultural till it is used for non-agricultural purpose permitted above, and its sale, lease exchange or transfer till then will be invalid under section 63 of the Tenancy Act, in areas where that act applies. In addition, the occupant will also be liable to the imposition of any penalty attached to the grant of N. A. permission for breach of conditions.

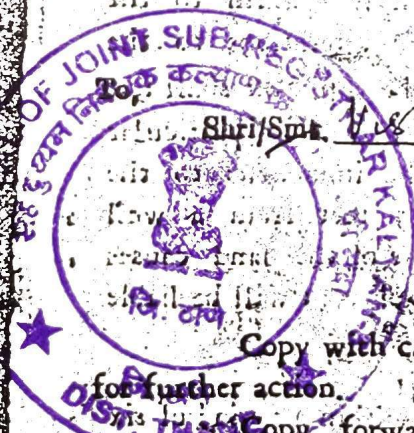
9) Saned in form 'M 4 M 1' in confirmation of the acceptance of the above conditions shall be executed by the occupant within one month from the date of commencement of N. A. use.

10) If the applicant contravene any of the foregoing conditions the Collector may without prejudice to any other penalty to which the applicant may be liable under the provisions of the said Code, continue the said plot in the occupation of the applicant on payment of such fine and/or assessment as he may direct.

11) Notwithstanding anything contained in para above, it shall be lawful for the Collector to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within a time prescribed in that behalf by the Collector and on such removal or alteration not being carried out within the prescribed period, he may cause the same to be carried out and recover the cost of carrying out the same from the applicant as an arrear of land revenue.

12) The occupant may note that the permission granted by this order does not exempt him from obtaining such permission as he may be required to take before the commencement of N. A. use under the Town Planning Act or Municipal Acts or village Panchayat Act or

13) He shall execute an agreement on the 15th/10/58 as per S.R. 125/Collector, Thana 6-1-1958



Shri/Smt. Vishwanath Prasadhar Kendra by 15/10/58 Collector, Thana.

J. Dombivali

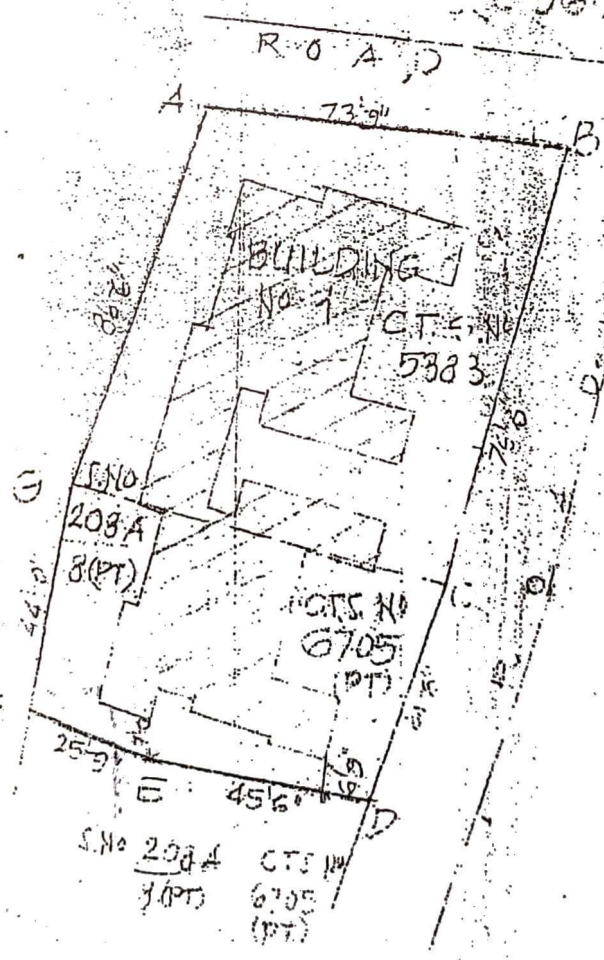
Copy with case papers forwarded to the Mamltadar/City Sarvey Officer for further action.
Copy forwarded with compliments to the President Municipality / Surpanch Grampanchayat for information.
Copy to D. I. L. R., Thana.

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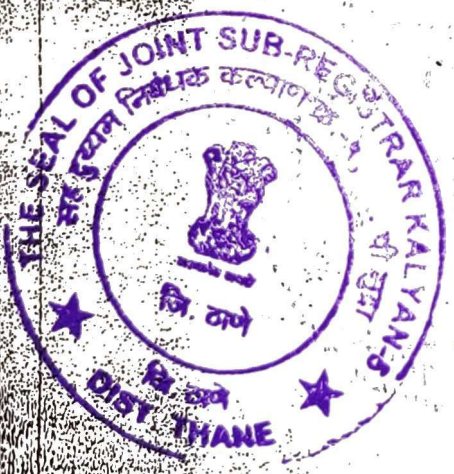
दस्ता क्र. ६०५४ २०१३

24/11/13
PROPERTY BELONGING TO
S. NO. 208A/6 (PT) CTS NO. 5383, 6705 (PT)
OF VILLAGES CHOLE TAL, KALYAN
DIST. THANE

AREA BOUNDED BY LETTERS A, B, C & G
PART OF CTS NO. 5383 ADMEASURES ABOUT 628.50 SQ. METERS
AREA BOUNDED BY LETTERS C, D, E & F
PART OF CTS NO. 6705 ADMEASURES ABOUT 444.36 " "
272.50 SQ. METERS
596.70 SQ. METERS

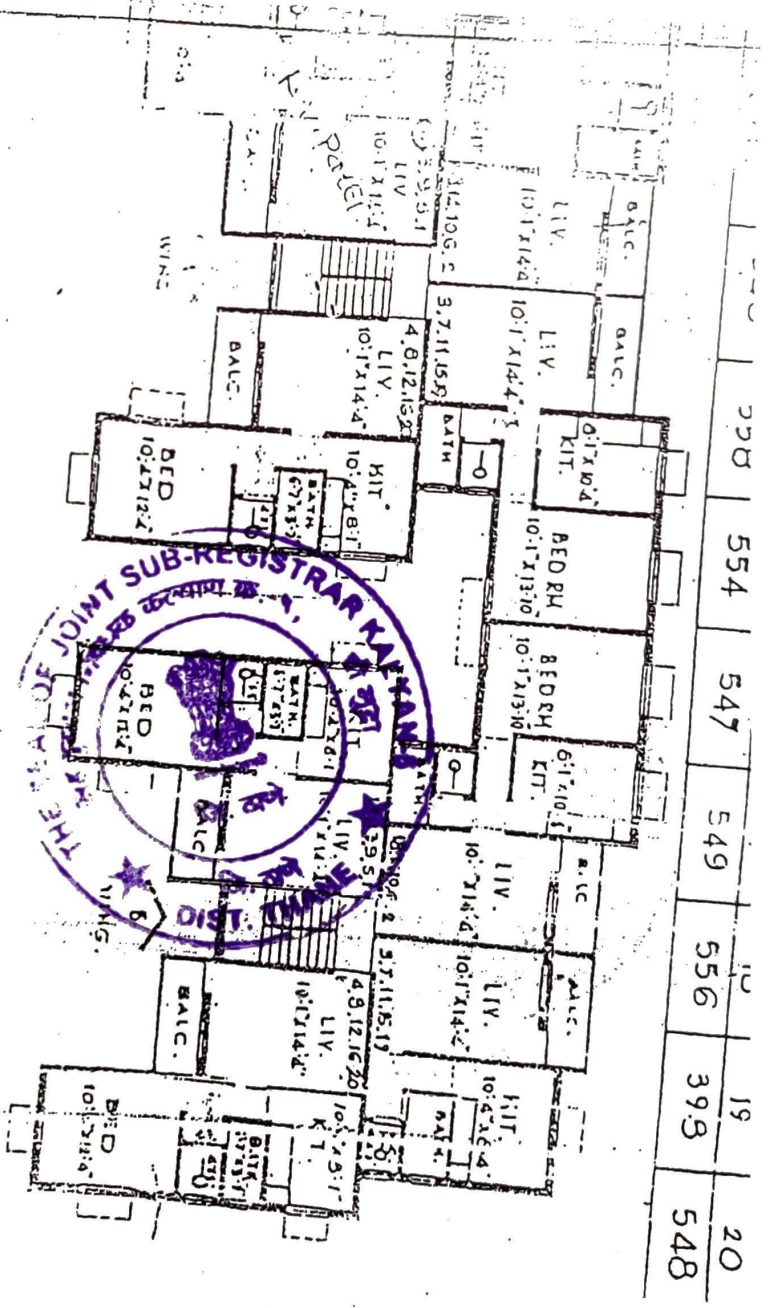


SITE PLAN
SCALE 1:500



SIGNATURE OF _____ SIGNATURE OF _____

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Typical Floor Plan
 Located by Mr. Vinayak Ramchandra Bhat
 P. V. Patil

554	547	549	556	398	548
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PATIL & CO.
 ARCHITECTS & ENGINEERS
 101, L.B. SHASTRI MARG,
 KOLHAPUR, DIST. SOLAPUR.

V. S. VALDYA & CO.
 ARCHITECTS & ENGINEERS
 VISHWADEEP, PATKAR,
 DOMBIVLI, (EAST).



21/11/2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.
कल्याण 5

दस्त क्रमांक : 6054/2013

नोंदणी :

Regn:63m

गावाचे नाव : 1) चोळे

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	3000000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	2270390
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:कल्याण-डोंबिवलीइतर वर्णन :, इतर माहिती: मौजे चोळे येथील स.नं.69,208 हि.नं.8 पैकी वरील आनंद दीप नं.1 को.ऑप.हौ.सो.लि.सदनिका नं.9 विंग बी दुसरा मजला क्षेत्रफळ 549 चौ.फुट (51.02 चौ.मी) बिल्टअप((Survey Number : 69,208 ; HISSA NUMBER : 8 पैकी ;))
(5) क्षेत्रफळ	1) 51.02 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-कुंचीलक्ष्मी आर वारीयर - - वय:-82; पत्ता:-प्लॉट नं: -, माळा नं: दुसरा मजला , इमारतीचे नाव: आनंद दीप नं.1 सोसायटी लि., ब्लॉक नं: 9 बी विंग , रोड नं: पंडसे नगर डोंबिवली पूर्व , महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-AASPW7385E
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-राधा स्पडीकथिंगल - - वय:-54; पत्ता:-प्लॉट नं: -, माळा नं: दुसरा मजला , इमारतीचे नाव: आनंद दीप नं.1 सोसायटी लि., ब्लॉक नं: 9 बी विंग , रोड नं: पंडसे नगर डोंबिवली पूर्व , , . पिन कोड:-421201 पॅन नं:-AOPPS4699G 2): नाव:-भारतन एम.वारीअथ - - वय:-62; पत्ता:-प्लॉट नं: -, माळा नं: दुसरा मजला , इमारतीचे नाव: आनंद दीप नं.1 सोसायटी लि., ब्लॉक नं: 9 बी विंग , रोड नं: पंडसे नगर डोंबिवली पूर्व , महाराष्ट्र, ठाणे. पिन कोड:-421201 पॅन नं:-ACPPB2960B
(9) दस्तऐवज करून दिल्याचा दिनांक	19/11/2013
(10)दस्त नोंदणी केल्याचा दिनांक	21/11/2013
(11)अनुक्रमांक,खंड व पृष्ठ	6054/2013



adha

ANAND DEEP No. 1 **CO-OPERATIVE HOUSING SOCIETY LIMITED**

(Registered under M. C. S. Act, 1960) (Registration No. TNA/KYN/HSG/1595/83 and Date 22.7.83)

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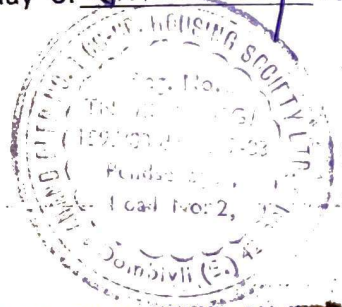
Authorised Share Capital Rs. 1,00,000/2 Divided into 2000 Shares each of Rs. 50/- only
Member's Register No. TWENTY NINE

THIS IS TO CERTIFY that Shri / Smt. KUNJULAKSHMI RAMAKUTTY
WARRIAR

of DOMBIVLI (E) is the Registered Holder of Shares [FIVE] from No. 141
to 145 of Rupees TWO HUNDRED FIFTY ONLY [RS. 250/2]
in THE ANAND DEEP NO: 1 **CO-OPERATIVE HOUSING SOCIETY LTD.**

DOMBIVLI (EAST) subject to the Bye-laws of the said Society and that upon each of
such Shares the sum of Rupees Fifty has been paid.

GIVEN under the Common Seal of the said Society at DOMBIVLI this FIRST
day of JANUARY 1985



P. V. Krishnan

Chairman

[Signature]

Hon. Secretary

[Signature]

Member of the Committee

P. T. O.

Memorandum of the transfers of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr. No. (Old)	To Whom transferred	Share Regr. (New)
21/12/2013	6	59	<p>Smt. RADHA SPADIKATHANGAL & Shi. BHARATHAN M. VARIATH</p> <p>For ANAND DEEP NO: 1 CO-OP. HSG. SOC. LTD.</p> <p>SECRETARY TREASURER CHAIRMAN</p>	59



Chairman

Hon. Secretary

Committee Member

Shares

Share Register (New)

ANAND DEEP No. 1 CO-OPERATIVE HOUSING SOCIETY LIMITED Regn No: TNA/KYN/HSG/1595/83 (Registered under M. C. S. Act 1960) D. 22-7-1983

Share Capital Rs. 1,00,000/00 Divided into 2000 Shares each of Rs. 50/= only:
Member's Register No. 29 Share Certificate No. 51

THIS IS TO CERTIFY that ~~Shri~~ / Smt. Kunjulakshmi Raman Kutty Warriar

1/bb, Hitech Colony, Road No: 1, Dadar

of Bombay-14 is the Registered Holder of Shares [Four] from No. 303

to 306 of Rupees Two hundred only [Rs. 200/00]

in THE Anand Deep No: 1 CO-OPERATIVE HOUSING SOCIETY LTD.

Dombivli (East) subject to the Bye-laws of the said Society and that upon each of

such Shares the sum of Rupees Fifty only has been paid.

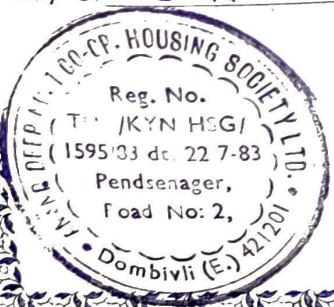
GIVEN under the Common Seal of the said Society at Dombivli this 28th

day of June 1992

[Signature] Chairman

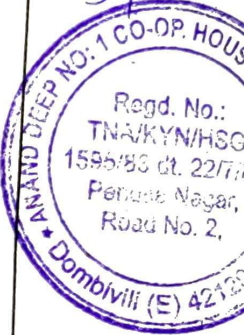
[Signature] Hon. Secretary

[Signature] Member of the Committee



P. T. O.

Memorandum of the transfers of the within mentioned Shares

Date of Transfer	Transfer No.	Share Regr No. (Old)	To whom transferred	Share Regr. (New)
21/12/2013	8	59	<p>Smt. RADHA SPADIKATHANAL JOINTLY WITH + Smt. BHARATAN M. VAIRATH For ANAND DEEP NO: 1 CO-OP. HSG. SOC. LTD. SECRETARY TREASURER CHAIRMAN</p>	<p>59 </p>

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authorised
Me

Chairman

Hon. Secretary

Committee Member