



13/265

Stamp Act, 1958
No. 16/2824/09
22.11.10

Received for the New Gungyini CHS Ltd.
Insufficient Stamp duty of Rs. 143129/- is one lakh forty seven thousand
five hundred and twenty five. Sec. 4, 29 one hundred only (by p.o)
of schedule I of the Stamp Act, 1958
Certified that the proper duty of Rs. 143129/- is one lakh forty seven thousand one hundred only
and penalty Rs. 46500/- is six thousand five hundred only
under article 1 of the Schedule I has
been paid in respect of the document.

This certificate is subject to the provision
of section 53-A of the Bombay Stamp
Act, 1958.
From Borivli
22-11-10
Collector of Stamp
Andwal

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DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed at Mumbai on this
27th day of JAN 2010, in the Christian Year Two Thousand Ten
BETWEEN (1) DATTARAY LAXMAN PATIL, for self and as the Manager and
karta of his Joint and undivided Hindu Family, consisting of himself and (A) His
wife MATHURABAI, (B) His Son TARACHAND, (C) His Son JANARDHAN, (D)
His son JAYRAM, (E) His Son BHIMAJI, (F) His Son MANOHAR, (G) SMT.
PARVATI wife of CHANDRAKANT PATIL and (H) His son GIRISH, (2)
RAMCHANDRA LAXMAN PATIL for self and as the Manager and Karta of his
Joint and Undivided Hindu Family, consisting of himself (A) His Wife THAKBAI.
(B) His son PARSHURAM (c) His son MAHINDRA, (D) His Daughter Miss
PUSHPA Wife of RAMAKANT PATIL, (3) SMT.DURGABAI Wife of NARAYAN
HIRJI MHATRE, (4) SMT. MATURABAI Wife of GANPAT PATIL adults Indian
Inhabitants of Bombay all at Eksar, Taluka Borivli, Mumbai Suburban District, all the

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vendors represented through their Constituted Attorney Shri Kamlakar R. Patil, hereinafter referred to as "the VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof deemed to mean and include their respective heirs, executors and administrators) of the ONE PART; AND M/S. GAGANGIRI DEVELOPMENT CORPORATION, a Partnership Firm having its office at Gagangiri Nagar, Eksar Road, Borivli (West), Mumbai - 400 092, hereinafter referred to as "the FIRST CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include present and future partners of the said firm, survivor or survivors of them and the their heirs, executors, administrators) of the SECOND PART; AND M/S. CHHEDA BUILDERS, a registered Partnership Firm, having its office at 109-111, Goyal Shopping Arcade, Opp. Rly. Stn., Borivli (West), Mumbai - 400 092, hereinafter referred to as "the SECOND CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its partner or partners for the time being of the said Firm, survivor or survivors of them, the heirs, executors and administrators of the said Firm and assigns) of the THIRD PART; AND NEW GAGANGIRI CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Housing Society registered and incorporated under the provisions of the Maharashtra Co-operative Societies Act, 1960, bearing Registration No. BOM/WR/HSG/TC/3389 of 87-88, hereinafter referred to as "the PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said Society and its successors and assignees) of the FOURTH PART:



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WHEREAS:

- I. The Vendors were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land bearing Survey No. 53, Hissa No.4, C.T.S.No.363 admeasuring 5034.50 sq.mtrs. or thereabout as per the City Survey Records, situate, lying and being at Revenue Village Borivli, Taluka Borivli, in the Registration district of Mumbai Suburban District (for brevity's sake hereinafter referred to as "THE SAID ENTIRE LAND");
- II. That by an Agreement dated 14th March, 1979 made between the Vendors herein there in also called the vendors of the One Part and M/s. Gagangiri Development Corporation, being the First Confirming Party herein therein called the Purchasers of the Other Part, the Vendors agreed to sell and grant development right to the First Confirming Party in respect of the said entire

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land for the consideration to be calculated at the rate of Rs.50/- per sq. yards and on the terms and conditions therein contained;

III. That the said entire land is naturally sub-divided by reason of passing of D.P. Road and that by an order dated 03.05.1985 passed by the S.L.R. (Superintendent. of land records) the said C.T.S. No.363 of the said entire land is sub-divided as follows :-

- (i) 4434.5 sq.meters falling under the R. Zone
- (ii) 300 sq.meters falling under the Road
- (iii) 300 sq.meters falling under the reservation of Garden

That accordingly the area admeasuring 4434.5 sq. meters falling under the R. Zone is given C.T.S. No.363A and the area admeasuring 300 sq. meters falling in the reservation of Garden is given C.T.S. No.363B, and fresh Property Register Cards are opened accordingly by the office of the City Survey.

That the said area admeasuring 300 sq. meters falling in the Road is already handed over to the Municipal Corporation of Greater Mumbai way back in the year 1985.

That C.T.S. No.363B admeasuring 300 sq. meters falling in the reservation of Garden is retained by the First Confirming Party; the Purchasers shall have no right title and interest whatsoever of any nature in the said C.T.S. No.363B, and the Purchasers shall not claim any right in respect of the said C.T.S. No.363B.

IV. That as such the area available for sale and development is approximately 4434.50 sq.mtrs. i.e. 5299 sq.yards and the same has been given C.T.S.No. 363A which is subject matter of these present documents. The same is more particularly described in the Schedule hereunder written and shown in red coloured boundary line on the Plan annexed hereto (for brevity's sake hereinafter referred to as "THE SAID PROPERTY").



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V. Accordingly, the total consideration payable by the First Confirming Party to the Vendors at the rate of RS.50/- per Sq.yard works out to Rs.2,64,961.37 (Rupees Two Lakhs Sixty Four Thousand Nine Hundred and Sixty One and Paise Thirty Seven Only) and the First Confirming Parties have paid to the Vendors aggregate sum of Rs.2,64,961.37 (Rupees Two Lakhs Sixty Four Thousand Nine Hundred and Sixty One and Paise Thirty Seven Only);

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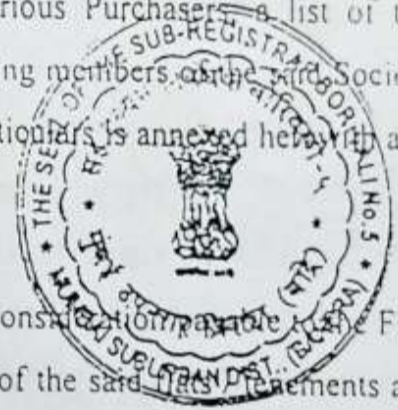
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VI. The First Confirming Party have already paid to the vendors the full consideration and nothing is now payable to the Vendors by the First Confirming Party, and on receipt of the entire consideration the Vendors also executed Irrevocable Power of Attorney dated 6th May 1982, inter alia, in favour of Mr. Kamlakar Patil and Mr. Vijay M. Daruwale. The said Power of Attorney is still valid and subsisting and the same has not been cancelled and/or revoked by the vendors and the same is given for consideration the same does not get revoked on the death of any of the Vendors and hence the same is binding upon the Vendors;

VII. That pursuant to the plans sanctioned by the Municipal Corporation of Greater Mumbai the First Confirming Party constructed and completed a residential building known as "NEW GAGANGIRI" comprising of 7 Wings and each consisting of ground plus 4 upper floors having 98 numbers of residential flats in the building known as "New Gagangiri" on the said property (for brevity's sake hereinafter referred to as "THE SAID BUILDING"). The said building is duly assessed with the Assistant Assessor and Collector of M.C.G.M.;

VIII. The First Confirming Party sold all the flats and other premises in the said building to various purchasers under various Agreements for Sale executed by the First Confirming Party in favour of various Purchasers, a list of the Purchasers of the flats in the said building being members of the said Society being the purchaser herein along with full particulars is annexed herewith and marked as ANNEXURE "A" hereto;



IX. The flat purchasers have in all paid the total consideration payable to the First Confirming Party towards sale and purchase of the said flats and the said flat purchasers are put in possession of their respective flats by the First Confirming Party;

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X. The purchasers of various premises in the said building formed themselves into a Housing Society i.e. "NEW GAGANGIRI CO-OPERATIVE HOUSING SOCIETY LIMITED", being the Purchasers therein and registered under Maharashtra Co-operative Societies Act, 1961 with the Registrar, Co-operative Societies under No.BOM/WR/HSG/TC/3389 of 87-88;

XI. That pursuant to the terms and conditions of the Agreement for sale executed by First Confirming Party in favour of the members of the Purchasers, the First Confirming Party though agreed to cause the Vendors to execute a Deed

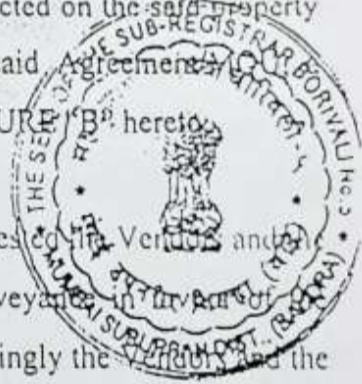
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of Conveyance in favour of the Purchasers herein, however, Conveyance could not be executed;

XII. The existing buildings are old and in dilapidated condition and require extensive and heavy repair without having any certainty for its soundness and life and being personally unable to carry out re-development of the said property by its Resolution dated 10th February, 2008 passed in the Extra-Ordinary General Body Meeting of its Members, the Purchasers decided to appoint the Second Confirming Party herein to undertake implementation of the Project of constructing new buildings on the said property after demolition of existing buildings;

XIII. By an MOU dated 16.12.2008 the Purchasers herein have appointed the Second Confirming Party to carry out re-development of the said property by use of the development potentiality available in respect of the said property as "Base Land" and further development potentiality in the form of TDR FSI by whatever name called and in all forms to be acquired and purchased by the Second Confirming Party at their costs and provide to the members of the Purchasers of premises in the buildings to be constructed on the said property on the terms and conditions as recorded in the said Agreement, a photocopy of which is annexed and marked ANNEXURE "B" hereto.

XIV. That as such the Second Confirming Party have requested the Vendor and the First Confirming Party to execute a Deed of Conveyance in favour of the Purchasers in respect of the said property and accordingly the Vendor and the First Confirming Party have agreed to execute this Deed Of Conveyance in favour of the purchasers in respect of the said property and building thereupon, and more particularly described in the Schedule hereunder written and shown surrounded by red colour boundary line on the plan thereof hereto annexed and marked ANNEXURE "C" hereto.



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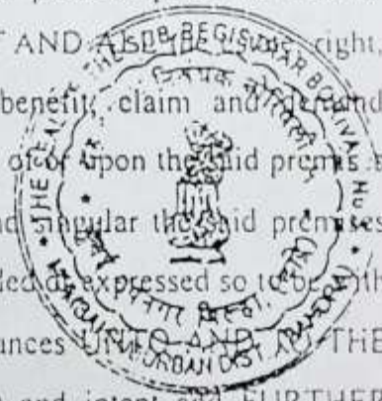
NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement, and in consideration of the sum of Rs. 2,64,961.37 (Rupees Two Lakh Sixty Four Thousand Nine Hundred Sixty One and Paise Thirty Seven Only) being the full purchase price, paid by the First confirming party to the Vendors, before the execution of these presents (the payment and receipts whereof the Vendors do hereby admit of, acknowledge and confirm and from the same and every part. thereof, hereby acquit, release and discharge the First Confirming Party, forever), and in consideration of an aggregate sum of Rs.97,93,500/- (Rupees Ninety Seven Lakhs

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Ninety Three Thousand Five Hundred only) paid by the members of the Purchasers herein to the First Confirming Party, before the execution of these presents as set out in "Ex-A" hereto (the payment and receipt whereof the First confirming party doth hereby admit and acknowledge and of and from the same and every part thereof, doth hereby acquit, release and discharge the Purchasers forever, THE VENDORS do hereby convey and first confirming party do hereby confirm to convey unto the Purchasers forever all that piece or parcel of land bearing Survey No. 53, Hissa No. 4(part) bearing City Survey No. 363-A admeasuring 4434.5 sq.mtrs. or thereabout situate lying and being at village Borivali, Taluka Borivali, Mumbai suburban District, within the registration district. of Mumbai Suburban And more particularly described in the schedule hereunder written, and delineated on the plan thereof hereto annexed and thereon shown surrounded by a red coloured boundary line together with the said building and all other structures standing thereon, and all which land hereditament and premises are hereinafter referred for brevity's sake as "the said premises" TOGETHER WITH all and singular the courts, yards, areas, compounds, sewers, ditches, fences, ways, paths, passages, common gullies, walls, water, water courses, plants, lights, liberties, privileges, easements, profits, advantages, rights members, building standing thereon and appurtenance whatsoever to the said premises or any part thereof belonging or in anyway appertaining to do or with the same or any part thereof now or at any time heretofore usually held used, occupied or enjoyed therewith or reputed or known as part or member thereof to belong or to be appurtenant there to AND Also together with all deeds, documents, writings, vouchers and other evidence of title, relating to the said piece or parcel of land or ground, hereditaments and premises, or any part thereof AND ALSO right, title interest, use, inheritance property, possession, benefit, claim and advantage whatsoever, at law and in equity of the vendors into out of or upon the said premises or any part thereof TO HAVE AND TO HOLD all and singular the said premises hereby granted, released, conveyed and assured or intended or expressed so to be with their and every of their rights, members and appurtenances TO THE USE AND BENEFIT OF THE PURCHASERS FOREVER TO END and intent and FURTHER SUBJECT to payment of all rates, rents, taxes, assessments, dues now chargeable upon the same or hereafter to become payable to the Government of Maharashtra or to the Municipal Corporation of Greater Mumbai or any other public body in respect thereof AND the Vendors and the First Confirming Party are hereby for themselves their heirs, executor and administrators, survivor or survivors of them, covenant with the purchasers THAT notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by the First Confirming Party or by any person or person lawfully or equitably, claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly and willfully suffered to the contrary, THEY the



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