

Kannanwar Nagar
Sagunangot Co-Op. Hsg. Society Ltd.
Bldg No. 259/260, Kannanwar Nagar No. 1.
Vikhroli (E), Mumbai - 400 083.

94116/1-4-91
Receipt No. 94280 Dt. 6-4-91
No. 7/91/576 15
GENERAL STAMP OFFICE
Bombay. 22-4-1991

RECEIVED from Kannamwar Nagar-Sagar Sangeet
Co-op. Hsg. Socy. Ltd.
Stamp duty Rupees. 22,510/-
twenty two thousand five hundred
ten only

CERTIFIED under Section 32 of the Bombay
Stamp Act, 1950 that the full Stamp duty Rupees
Rs. 22,510/- twenty two thousand of
five hundred ten only
with which this Instruments is chargeable has
been paid under No 25 Cd



Collector
24/4/91

This instrument is subject
to the provisions of Sec.
53 of the Bombay Stamp
(Amendment) Act, 1988

E. Chavan
T. G. Shinde
Rahkar


THIS DEED OF SALE made at Bombay, this 29th
day of April, 1991 (One thousand nine hundred and
ninetyone) between the Maharashtra Housing and
Area Development Authority a statutory corporation
constituted under Maharashtra Housing and Area
Development Act 1976 (Mah.XXVIII of 1977) (herein-
after referred to as "the said Act") having its
office at Griha Nirman Bhavan Kala Nagar 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;

A N D

Kannamwar Nagar Sagar Sangeet Co-Operative Housing
Society Limited a Co-Operative Society duly registered
under the Maharashtra Co-Operative Societies Act, 1960
(Mah.XXIV of 1961) and bearing registration No.
BOM/(W-S)/HSG(OH)/1439 dated 10.10.1985 and having



E. Chavan
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its registered office at 260/10202 Kannamwar Nagar Vikhroli(East),Bombay-400 083 the Purchaser (hereinafter referred to as 'The Society') (which expression shall unless the context requires otherwise include its successors and assigns) of the Other Part;

WHEREAS the Authority had a scheme of construction allotment and sale of tenements,generally known as Higher Income Group Housing Scheme;


AND WHEREAS the Authority had built buildings bearing No.259 and 260 alongwith common installations including pump house and under ground storage tank at Survey No.113(part) bearing C.T.S.No.356 (part) at Kannamwar Nagar Vikhroli (hereinafter referred to as "the said buildings") and more particularly described in Schedule-I hereto for housing persons belonging to the Higher Income Group as provided in that scheme;

AND WHEREAS the tenements in the said buildings have been allotted to individual allottees specified in Schedule-II hereunder written;



AND WHEREAS the said allottees have formed themselves into a Co-Operative Housing Society called the Kannamwar Nagar Sagar Sangeet Co-Operative Housing Society Limited,the said Society being the other party of these presents;

AND WHEREAS the Authority has at the request of the Society decided to convey the said buildings by way of sale and to grant the land underneath and appurtenant thereto more particularly described in






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Schedule-I 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 buildings is being granted by the Authority to the Society on a lease for a period of ninety years by a separate lease deed of even date between the Authority and the Society;

AND WHEREAS the said buildings are intended to be sold to the Society at the price of Rs.37,90,048/- (Rupees Thirtyseven Lakh Ninety Thousand Fortyeight only) being the sale price of the said buildings and the said price 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 buildings to the Society and the Authority hereby agree 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 buildings 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.37,90,048/- (Rupees Thirtyseven Lakh Ninety Thousand Fortyeight only) paid by the allottees and/or the Society to the Authority

Subash
7-12-2016
Rahulakar




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on or before the execution of these presents (the receipt of which sum of Rs.37,90,048/-(Rupees Thirtyseven Lakh Ninety Thousand Fortyeight 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 assures into the Society by way of sale all the property consisting of the buildings bearing No.259 and 260 standing on the piece or parcel of land at Survey No.113 (pt.) bearing C.T.S.No.356(pt) at Kannamwarnagar and more particularly described in the Schedule-I hereto and for clarify delineated on the plan hereto annexed and thereon shown with its boundaries in yellow colour together with ~~all its appurtenances~~ the common installations including pump house and underground storage tank and other common installations seperately indicated on the plan annexed hereto and 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 buildings as owner subject however to the terms conditions and covenants hereinafter appearing.



2. The said buildings till the time of execution of these presents have 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 buildings and hold and enjoy the same as owner thereof

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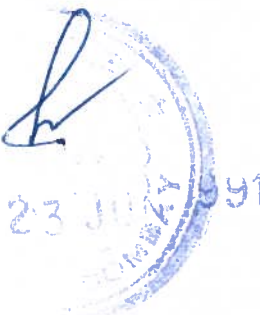


without any interruption or disturbance by the Authority or any person claiming through or under the Authority subject however to the terms and conditions and covenants incorporation in these presents.

3. The Authority hereby covenants with the Society that the said buildings hereby sold are free from all encumbrances whatsoever except as stated herein and the Authority is entitled to sale and convey the same to the Society in the manner aforesaid.


4. 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 buildings and every part thereof unto the Society as may be reasonably required by the Society.

5. The Society hereby expressly agrees that the land underneath and appurtenant to the said buildings is and continues to be 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 buildings provided that all the such taxes rates assessments duties impositions and outgoings shall till the date of conveyance of the said buildings be borne by the Authority if there remain


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Bahubali



any arrears to this effect and any claims 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 parties hereby agree that the Authority has with effect from 1.2.1984 ceased to be responsible and shall not hereafter be responsible for the maintenance of repairs of any common installations or services towards water supply, sewerage services security services or any other common facilities of amenities whatsoever pertaining to the said buildings.

8. 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 buildings and shall be recoverable from the Society in the same manner as arrears of land revenue as provided in Section 61 and Section 180 of the said Act, as amended from time to time provided always that this clause shall not affect other rights powers and remedies of the Authority in this behalf.



9. It is hereby further agreed and declared that the society shall not by virtue of this sale deed acquire any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Authority for constructing buildings or for any other purposes and that any enjoyment of light or air by the Society or its successors in titles from or over and adjoining land of the Authority shall be deemed to be had with the consent of the Authority.

Chandani
7.12.2016
Rohit



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10. It is hereby clarified that the said buildings having 2237.20 Square Metres plinth area and 1893.60 Square Metres carpet area and is having a total of 40 tenements. The plinth area of each tenement 55.93 Square metres. The carpet area of each tenement is 47.34 Square Metres, ~~and the value of each tenement is~~

E.M. Sawant

T.Y. Shinde

P.J. Nandalike

11. All the costs including the stamp duty and registration charges of this Deed of sale shall be borne by the Society.

12. 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 Madhukar Patil Chief Officer Bombay Housing and Area Development Board Bombay for and on behalf of Maharashtra Housing and Area Development Authority has been set hereunder and the seal of the Authority has also been fixed and attested by the Officer of Authority and the signatures of Shri E.M.Sawant Chairman Shri T.Y.Shinde Secretary and Shri P.J.Nandalike member for and on behalf of the Society and the Seal of the Society have been set and affixed hereunto the day and year first above written under the authority of the Society given to them to execute these presents for and on behalf of the Society vide Society's Special General Body's Resolution No. 1 and 2 passed in its meeting held on 23rd February 1991.

[Handwritten signature]

123 JUN 1991

E.M. Sawant
T.Y. Shinde
P.J. Nandalike

SCHEDULE - ISCHEDULE OF PROPERTY ABOVE REFERRED TO

All that the Buildings No.259 and 260 having multistoreyed structures situated at Survey No.113(pt) bearing C.T.S.No. 356(pt.) in the registration Sub-District of Bandra Bombay Suburban District and bounded as follows that is to say -

On or towards the West by : 25'-0" wide Road.

On or towards the North by : 3.80 Sq.M. Access Rd and Building No.257 and 258, and open plot reserved for garden.

On or towards the South by : 56'-0" wide Road and the open plot of land reserved for garden.

On or towards the East by : 56'-0" wide Road.

SCHEDULE - IIList of the bonafied allottees of Co.Operative Housing Society Ltd.

Sr. No.	Tenement No.	Name of Tenant.	Carpet area of tenement in Sq. Mtrs.	Cost of construction. Rs.	Premium of land.
1.	2.	3.	4.	5.	6.
1.	259/10177	Shri B.S.Kamath	47.34	1,05,226/-	26180/-
2.	259/10178	Maharashtra Bombay Housing and Area Dev. Board Authority	"	99,820/-	"
3.	259/10179	Shri A.V.Koli	"	1,05,226/-	"
4.	259/10180	Shri N.B.Durka	"	1,12,830/-	"
5.	259/10181	Shri G.R.Amle	"	82,720/-	"
6.	259/10182	Shri G.C.Valecha	"	82,720/-	"
7.	259/10183	Shri T.Y.Shinde	"	82,720/-	"
8.	259/10184	Shri P.J.Nandalike	"	82,720/-	"
9.	259/10185	Shri C.J.Parikh	"	82,720/-	"
10.	259/10186	Shri U.S.Wankhaday	"	1,05,226/-	"
11.	259/10187	Shri V.M.Badkar	"	82,720/-	"
12.	259/10188	Smt.M.M.Salvi	"	82,720/-	"
13.	259/10189	Shri B.G.Thyagaraj	"	82,720/-	"
14.	259/10190	Shri S.S.Iyer	"	82,720/-	"
15.	259/10191	Shri D.R.Desai	"	82,720/-	"

G. S. Kamath
T.Y. Shinde
Kalchauer

1.	2.	3.	4.	5.	6.
16.	259/10192	Shri V.S.Mane	47.34	1,05,226/-	26180/-
17.	259/10193	Shri P.M.Deorukhkar	"	1,05,226/-	"
18.	259/10194	Shri R.V.Jog	"	1,05,226/-	"
19.	259/10195	Shri M.S.Lele	"	1,05,226/-	"
20.	259/10196	Shri M.G.Shah	"	1,05,226/-	"
21.	260/10197	Smt.S.S.Joshi	"	82,720/-	"
22.	260/10198	Shri R.S.Joshi	"	82,720/-	"
23.	260/10199	Shri ^{D.S.Rekadi} D.S.Bokade	"	1,05,226/-	"
24.	260/10200	Shri D.R.Tribhuvan	"	1,12,830/-	"
25.	260/10201	Shri N.R. ^{Rajpure} Rajpure	"	1,05,226/-	"
26.	260/10202	Shri A.K.Rahane	"	82,720/-	"
27.	260/10203	Shri P.T.Fegde	"	82,720/-	"
28.	260/10204	Shri R.M.Naik	"	82,720/-	"
29.	260/10205	Shri M.B.Mehta	"	82,720/-	"
30.	260/10206	Smt.Anjali A.Indap	"	82,720/-	"
31.	260/10207	Shri U.D.Shinde	"	1,05,226/-	"
32.	260/10208	Smt.M.M.Kulkarni	"	82,720/-	"
33.	260/10209	Shri T.P.R.Unny	"	82,720/-	"
34.	260/10210	Shri S.Narayana Swamy	"	82,720/-	"
35.	260/10211	Shri R.S.Netke	"	1,05,226/-	"
36.	260/10212	Shri D.S.Chavan	"	1,05,226/-	"
37.	260/10213	Shri K.B.Desai	"	1,05,226/-	"
38.	260/10214	Shri R.A.Sorate	"	1,26,552/-	"
39.	260/10215	Shri E.M.Sawant	"	1,05,226/-	"
40.	260/10216	Shri K.M.Patil	"	1,05,226/-	"
				<u>37,90,048</u>	<u>1047200/-</u>

Government
T.Y. Shinde.
Rajkumar

Government
T.Y. Shinde.
Rajkumar



Signed Sealed and Delivered
by Shri Madhukar Patil
Chief Officer Bombay Housing and
Area Development Board Bombay in
the presence of ~~Miss~~ S A.

(Madhukar Patil)
Chief Officer
Bombay Housing and Area
Development Board Bombay.

Salvi,
Assistant Legal ~~Adviser~~ Maharashtra
Housing and Area Development
Authority Bombay.



The Common Seal of the Maharashtra
Housing and Area Development
Authority affixed in the presence
of Shri A.S.Phatak Assistant Legal
Adviser-II and Law Officer
Maharashtra Housing and Area
Development Authority who has
signed in token thereof in
presence of ~~Shri~~ ^{Miss} S A Salvi
Legal Assistant / Authority

Phatak
(A. S. Phatak)
Asstt. Legal Adviser-II and
Law Officer, Maharashtra
Housing and Area
Development Authority,
Bombay.

Signed Sealed and Delivered by
1) Shri E. M. SAWANT Chairman
2) Shri T. Y. SHINDE Secretary
3) Shri P. J. NANDALIKE Member
of the Managing Committee of the
said Society who have hereunto
affixed their signatures in the
presence of Shri T.P.R. UNNY

E. M. Sawant Chairman.
1.4.1991
T. Y. Shinde Secretary.
1.4.91
P. J. Nandalike
1-4-91 MC Member

and ~~Shri~~ R. D. Naik a
members of the ~~Society~~ Society.

R. D. Naik



The Common Seal of the
 Kannamwar Nagar Sagar Sangeet
 Co.Operative Housing Society
 Limited is hereunto affixed in
 the presence of Shri T. Y.
 Shinde who has signed in token
 thereof in the presence of
 Shri R. M. NAIK
 a member of the Society.

T. Y. Shinde,
 (T. Y. SHINDE)
 T. Y. Shinde.

Handwritten signature

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Handwritten signature

TRUE COPY

Handwritten signature

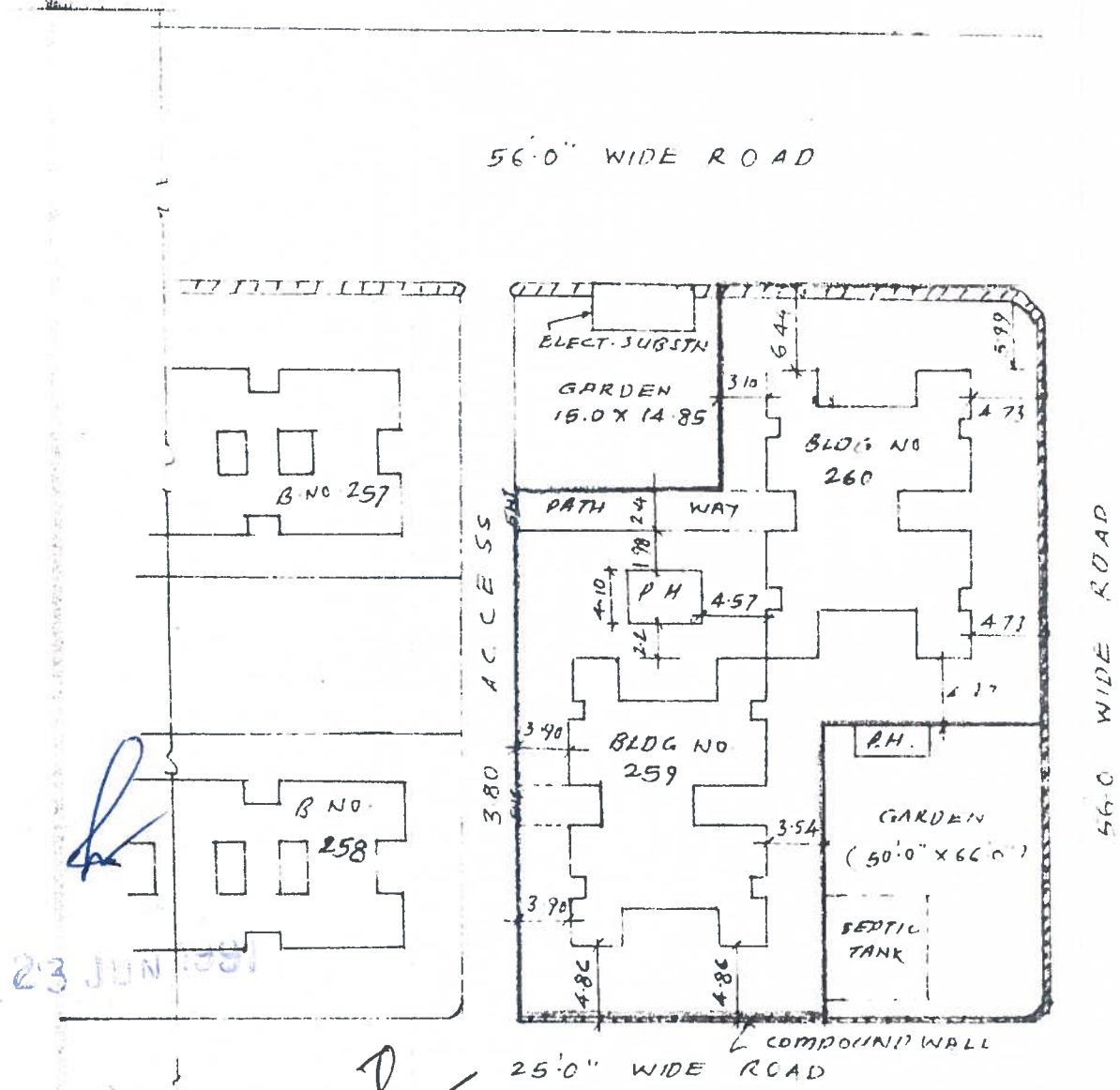
23/6/91

S. H. Holo
 NOTARY
 Greater Bombay
 Maharashtra State



EX ENGR HSG. CHEMBUR DN'S DRG NO 22/91
 PARTLAYOUT PLAN SHOWING THE
 PLOT UNDERNEATH THE BLDG NO 259 & 260
 AT KANNAMWAR NAGAR VIKHROLI (E)
 SCALE: 40' 1" (S. NO 113 PT.) N ←

AREA ADJACENT AND UNDERNEATH OF
 BLDG NO 259 & 260 SHOWN BOUNDED RED = 140 41.85 SQ. FT. I.E. = 130452 SQ. MT.
 PLINTH AREA PER TENEMENT = 601.76 SQ. FT. I.E. = 55.93 SQ. MT.
 PLINTH AREA OF BLDG. = 12035.20 SQ. FT. I.E. = 1118.07 SQ. MT.
 CARPET AREA PER TENEMENT = 509.56 SQ. FT. I.E. = 47.34 SQ. MT.
 CARPET AREA OF BLDG. = 10191.20 SQ. FT. I.E. = 946.76 SQ. MT.



23 JUN 1981

[Signature]
 Chairman.
[Signature]
 Secretary.
Executive Engineer
Housing Chembur Division
 Kannamwar Nagar Sangat CHS Ltd.,
 (Regn No. DOM (W-S) Hsg (OH) 1439/35-93) B. A. & U. Bombay

[Signature]
 Vice Chairman & Chief Officer,
 Bombay Housing & Area
 Development Board, Bombay.



2/91

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DATED THIS 29th DAY OF April, 1991:
=====

MAHARASHTRA HOUSING AND AREA
DEVELOPMENT AUTHORITY

A N D

- 1- Revenue Village MULUND
2- Municipal Ward No. S- WARD
3- Construction RCC 47-34 Sq. mtrs. each
4- Flat No. 40 Building area - Sq. Ft
5- Reg. No. 1987
6- ... Colony 1 + 4
7- ... On
8- ... to Pay
... Penalty
... value
... Valuation Department

KANNAMWARNAGAR SAKAR SANGEET
CO. OPERATIVE HOUSING SOCIETY LTD.

Signature With Date

DEED OF SALE

Bldg. No. 259 & 260

Kannamwarnagar Vikhroli, Bombay.

Smt. S. M. Deodhar,
Legal Adviser,
Maharashtra Housing and Area
Development Authority, Bombay-51.