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Azadnagar Sangam Co-op Hous. Soc. Ltd.

Certificate w/r. 32(X) (a)

2511

Office of the Collector of Stamp
Case No. Adj. P. 2353/2006

Prasanna Bhatnagar

Certified under sec-32(1) (a) of the

Bombay Stamp Act, 1958 that this instrument

which is chargeable with stamp duty of Rs. (₹) 6000/- is having and by 648.64 sq mts Carpet

under entry: 23 (d) of schedule 1, has been already paid. Therefore, this

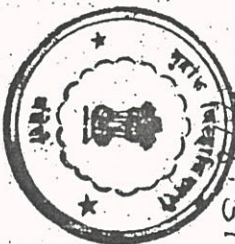
instrument is duly stamped.

This certificate is subject to the provisions

of sec. 53-A of the Bombay Stamp Act 1958

Prasanna Bhatnagar

Collector of Stamps



Prasanna Bhatnagar

Prasanna Bhatnagar

Prasanna

Subject to the Provision of Section-53-A of the Bombay Stamp Act-1958.

HIS DEED OF SALE made at Bombay this 29th day of Dec. 2006 (Two

Thousand Six) between the MAHARASHTRA HOUSING AND AREA

DEVELOPMENT AUTHORITY, a statutory corporation Constituted under the

Maharashtra Housing & Area Development Act, 1976, (Mah. XXVIII), (hereinafter

referred to as 'the said Act') having its office at Grina 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

AND

Azadnagar Sangam CO-OPERATIVE HOUSING SOCIETY LTD. Co-operative Society

duly registered under the Maharashtra Co-operative Society Act, 1960, (Mah. XXIV of

1961) and bearing registration No. Munn/Mhadga/Hsg/Tc/12145/03-04, dt. 20.11.03 and

having its registered office at Building No. 42, Azad Nagar, Andheri (w) Bombay - 58 the

purchaser (hereinafter referred to as 'the Society' which expression shall unless

context required otherwise include its successors and permitted assigns) of the other part

For Kapol Co-op. Bank Ltd.
Kandivall Branch, Royal House,
1st Floor, Madhudas Road,
Kandivall (W), Mumbai-400 067.
Authorised Signatory
Ketan M. K.



42296 118647

NOV 01 2006

INDIA
R.000060001-P85499
MAHARASHTRA

Prasanna Bhatnagar

Prasanna

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 1077(1) Desk-44 dated 5th December, 1977, the Maharashtra Housing Board a Corporation established under the Bombay Housing Board Act, 1948 (Bom LXIX of 1948) (hereinafter referred to as the '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, rights, liabilities and obligations of the Authority.

AND WHEREAS, the Board had a scheme of construction allotment and sale of tenements, generally known as S. C. S. Income Group Housing Scheme;



AND WHEREAS, the Board had built a building bearing No. 42 at S.No. 133(pt) and C.T.S. No. 838 at Azad nagar, Andheri (w) (hereinafter referred to as "the said building") and more particularly described in Schedule I hereto for housing persons belonging to the S.C.S. Income Group as provided in that Scheme for residential use.

AND WHEREAS, the tenements in the said building have been allotted to individual allottees specified in Schedule-II hereunder written for residential use.

AND WHEREAS, the said allottees have formed themselves into a Co-operative Housing Society called the Azad nagar Sangam Co-operative Housing Society Ltd, the said society being the other party of these presents.

[Signature] *[Signature]*

[Signature]

AND WHEREAS, the Authority as successor of the Board is the owner of and/or otherwise well and sufficiently entitled to the said buildings and the said buildings is/are the absolute property of the Authority;

AND WHEREAS, the Authority has at the request of the society decided to convey the said building/s by way of sale and to grant the land underneath and appurtenant thereto more particularly described in 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 building/s 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 building/s is/are intended to be sold to the Society at the price of Rs. 1,18,360/- (Rs. One Lakh Eighteen Thousand Three Hundred Sixty only) and the said amount of Rs. 1,18,360/- (Rs. One Lakh Eighteen Thousand Three Hundred Sixty only) being the sale price of the said building/s 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/s 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 building/s on terms, conditions and covenants as are contained be hereinafter.

[Signature]

[Signature]

[Signature]

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In consideration of the payment of Rs. 1,18,360/- (Rs. One lakh Eighteen Thousand Three Hundred Sixty only) paid by the allottees and/or society to the Authority on or before the execution of the presents (the receipt of which sum of Rs. 1,18,360/- (Rs. One Lakh Eighteen Thousand Three Hundred Sixty 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 32 tenements in building/s bearing No. 42 standing on the piece or parcel of land at S.No. 133(pt) and C.T.S. No.838 at Azad nagar, Andheri (W) and more particularly described in the first schedule hereto and for clarity delineated on the plan hereto annexed and thereon shown by yellow colour together with all its appurtenances (such appurtenances not being land) and all the estate, rights, title, interest 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/s as owner for residential use subject however to the terms, conditions, and covenants hereinafter appearing.

2. The Said building/s 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/s and hold and enjoy the same as owner there of without any interruption or disturbance by the Authority or any person claiming through or under the Authority subject, to the terms and conditions and covenants incorporated in those presents.

[Signature] *[Signature]*

3. The Authority hereby covenants with the society that the said building/s hereby sold is 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, conveyance 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 building/s 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 to the Society under a 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/s provided that all the such taxes, rates, assessments, duties, impositions and outgoing shall, till the date of conveyance of the said building/s, be borne by the Authority, if there remain 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.

[Handwritten signature]
S. S. Inwale

[Handwritten signature]
B. S. Inwale

[Handwritten signature]

7. The society shall pay to the Authority such 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 re-building and cleaning all party walls party fences party hedges sewerage drains gates road paths pavements and other things the use of which is common to the premises hereby sold and to the adjoining premises and also a proportion in respect of charges for water supply and electric supply where separate meters in respect of such service have not been fitted to the premises hereby sold. The society shall pay towards such proportion of such expenses in advances and on account sum of Rs. 12,384 (Rupees Twelve Thousand Three Hundred Eighty Four only) (tentative) at every quarter of the year the first of such payment being made on the 31-3-2007 and the subsequent payment to be made on the first month of the quarter falling subsequent to the first payment provide such expenses are incurred in future with the full knowledge and consent of the society, if the said sums of Rs. 12,384/- (Rupees Twelve Thousand Three Hundred Eighty Four 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 13.5% 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 owing buildings in the above scheme which shall take over the management and maintenance of the common services aforesaid.



[Signature]
[Signature]

8. It is hereby agreed and declared that all moneys, sum dues and other charges payable under these presents shall be deemed to be arrears of rent payable in respect of the said building/s and shall be recoverable from the society in the same manner as arrears of the land revenue as provided in Section 67 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 be by virtue of this sale deed acquired any right of light or air which would prejudice the free use and enjoyment of any adjoining land of the Authority for constructing building or for any other purposes whatsoever and that any enjoyment of light or air by the society or its successors in title from or over the adjoining land of the Authority shall be deemed to be had with the consent of the Authority.

It is hereby clarified that the said Building/s is having 10426.44 square feet, i.e. 968.64 Square meter plinth area and 6981.96 Square feet i.e. 684.64 Square meters carpet area and is having a total of 32 tenements. The plinth area of each tenement is 325.82 Square feet i.e. 30.27 Square meters. The carpet area of each tenements is 218.18 Square feet i.e. 20.27 Sq. Meters and the value of each tenement is Rs. 3699/-

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.



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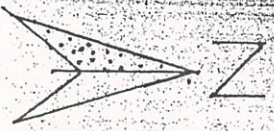
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EX-ENGR. HSG. BANDRA DNS PLAN No. 40/05
 PART LAY-OUT PLAN SHOWING
 BUILDING NO 42 UNDER S.I.H.S.
 ON S.NO(B3CP) SANGAM CO.OP. HSG. SO. LD
 AT AZAD NAGAR, ANDHERI (WEST)

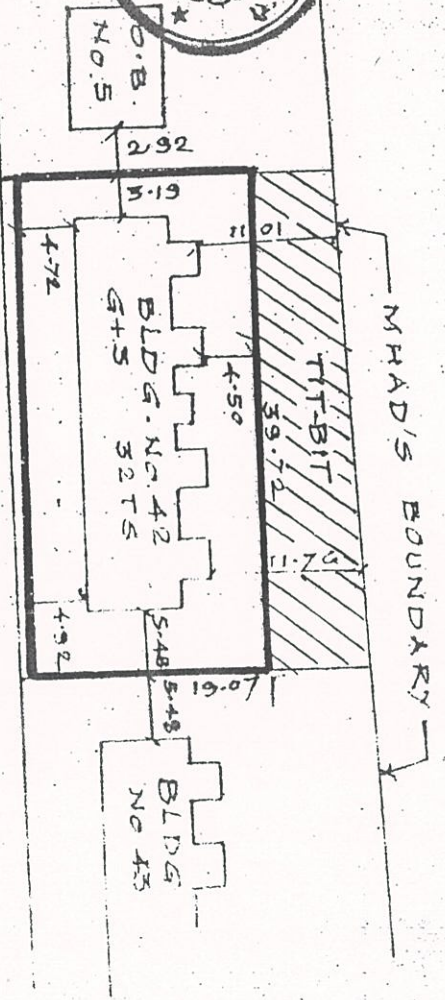
SCALE:-1:500

NOTES:-

- 1) PLOT AREA UNDERNEATH & APPURTUNANT TO BLDG. NO 42 IS = 757.46 SQ.M. SHOWN
- 2) PLINTH AREA PER TS = 30.27 SQ.MTS.
- 3) CARPET AREA PER TS = 20.27 SQ.MTS.



12.20 M. WIDE ROAD



आशुवाद नगर संगम को.ओ.सी. सो. लिमिटेड
 सहायक सचिव
 सचिव
 सचिव

DEPUTY ENGINEER EXECUTIVE ENGINEER
 HSG. BANDRA SUB DIVY HOUSING BANDRA DN.

Handwritten initials and signatures.

IN WITNESS WHEREOF the signature of Shri P. J. Shinde.

OSD/Conveyance 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 affixed and attested by the Officer of the Authority has also been affixed and attested by the Authority, and the Signature of Shri K. R. Tondwalkar Chairman, Shri M. J. Almedia Secretary and Shri S. V. Rane Member for and on behalf of the Society and the seal of the society have been affixed hereto 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 General Body's Resolution passed in its meeting held on 13/07/06



SCHEDULE - 1

SCHEDULE OF PROPERTY ABOVE REFERRED TO

All that the building/s No. 42 having a multi storaged structure on the land bearing Survey No. 133(p) and C.T.S. No. 838 of Azad nagar, Andheri(w) in the registration Sub-District of Bandra, Bombay Suburban District and bounded as follows that is to say -

On or towards the West by	: O.B. No. 5
On or towards the South by	: 12.20 mt wide road
On or towards the North by	: Tit Bit Plot of MHADA.
On or towards the East by	: MHADA's Boundry.
	: Bldg No. 43

[Signature] *[Signature]*

[Signature]

SCHEDULE - II

LIST OF BONAFIDE ALLOTTEES OF AZAD NAGAR SANGAM
CO-OPERATIVES HOUSING SOCIETY LTD.

Sr. no.	T. No.	Name of the unit holder	Carpet Area in Sq.mtr	Use Residential or Non Residential	Cost of construction
1	809	Smt C.R.Palan	20.27	Residential	Rs. 3699/-
2	810	Smt A.S.Ubale	20.27	Residential	Rs. 3699/
3	811	Smt. Victoria Demelo	20.27	Residential	Rs. 3699/
4	812	Mr. N. P. Rane	20.27	Residential	Rs. 3699/
5	813	Mr. S.V. Rane	20.27	Residential	Rs. 3699/
	814	Smt.N.T.Disoza	20.27	Residential	Rs. 3699/
	815	Mr. Josef Fernandes	20.27	Residential	Rs. 3699/
	816	Mr.M.A.Patel	20.27	Residential	Rs. 3699/
	817	Mr. Aedward Gems Fernandes	20.27	Residential	Rs. 3699/
10	818	Mr. Rajesh R. Dedhiya	20.27	Residential	Rs. 3699/
11	819	Smt F.A.Disoza	20.27	Residential	Rs. 3699/
12	820	Mr. M.J. Almeida	20.27	Residential	Rs. 3699/
13	821	Miss P. K. Hadkar	20.27	Residential	Rs. 3699/
14	822	Mr. S. B. Dhobi	20.27	Residential	Rs. 3699/
15	823	Mr. N. M. Ahemad	20.27	Residential	Rs. 3699/
16	824	Mr. A. Y. Kalekar	20.27	Residential	Rs. 3699/
17	825	Mr. Vijaykumar Nadar	20.27	Residential	Rs. 3699/
18	826	Mr. V. N. Pednekar	20.27	Residential	Rs. 3699/
19	827	Mr. K. K. Chawan	20.27	Residential	Rs. 3699/
20	828	Mr. K. R. Tondwalkar	20.27	Residential	Rs. 3699/
21	829	Mr. V. D. Waghela	20.27	Residential	Rs. 3699/
22	830	Mr. A. M. Khanja	20.27	Residential	Rs. 3699/
23	831	Smt N. B. Chawan	20.27	Residential	Rs. 3699/

[Signature]

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24	832	Mr. R. P. Powale	20.27	Residential	Rs. 3699/-
25	833	Smt. D. M. Waghela	20.27	Residential	Rs. 3699/-
26	834	Mr. Shivram R. Nirvdekar	20.27	Residential	Rs. 3699/-
27	835	Mr. R. P. Patel	20.27	Residential	Rs. 3699/-
28	836	Smt. Parvina S. Singh	20.27	Residential	Rs. 3699/-
29	837	Mr. Nitin M. Wadhel	20.27	Residential	Rs. 3699/-
30	838	Mhada (member)	20.27	Residential	Rs. 3699/-
31	839	Mr. I. Gafar	20.27	Residential	Rs. 3699/-
32	840	Smt. S. D. Gafar	20.27	Residential	Rs. 3699/-
				Total	Rs. 1,18,368/-

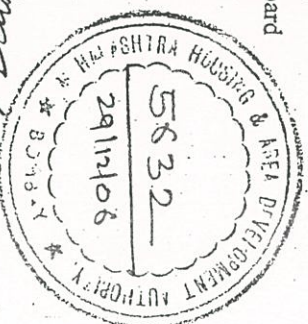
SIGNED, SEALED AND DELIVERED by

Shri P. T. Shinde,



OSD/Conveyance Mumbai, Housing and Area Development Board Mumbai in the presence of Shri K. N. Hable OSD.O. Mumbai Housing and Area Development Board Mumbai.

OSD/Conveyance,
Mumbai Housing
and Area Dev. Board
Bombay.



The Common Seal of the Maharashtra Housing and Area Development Authority affixed in the presence of Shri P. T. Shinde.

O.S.D./Conveyance Mumbai

Housing and Area Development Board

Who has signed in token thereof in the

Presence of Shri S. R. Pawar

EM--II. /mb.

ES State Manager-II
Mumbai Housing and
Area Development Board

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SIGNED SEALED AND DELIVERED BY

1. K.R. Tondvalkar Chairman

K.R. Tondvalkar
(Chairman)

2. M.J.Almeida Secretary

M.J. Almeida
(Secretary)

3. S.V.Rane Member

S.V. Rane
(Member)

of the Managing Committee of the said
Society who have herunto affixed their
signatures in the presence of Shri _____
a member
of the Society.



The Common Seal of the Azad Nagar Sangam
Co-operative Housing Society Limited is
Affixed in the presence of Shri M. J. Almeida
who has signed in token thereof in the
presence of Shri _____
a member of the Society.



M.J. Almeida

K.R. Tondvalkar

S.V. Rane

