





ुभावती क्र. sour , दस्तऐवजाचा/अर्जाचा अनुक्रमांक दिनांक हु रि र सन २० 2175 दस्तऐवजाचा प्रकारhi aury mos accallo सादर करणाराचे नाव-खालीलप्रमाणे फी मिळाली:-रु. नोंदणी फी . नक्कल फी <u>(</u>फोलिओ पृष्ठांकनाची नक्कल फी 300 टपालखर्च

नकला किंवा ज्ञापने (कलम ६४ ते ६७) शोध किंवा निरीक्षण दंड--कलम २५ अन्वये

कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (फोलिअँ इतर फी (मागील पानावरील) बाब क.

दस्तऐवज नक्कल

एकूण .. इणीकृत ड्राकेने, पाठवली जाईल. रोजी तयार होईव्र सियात देण्यात येईल. दुप्यम् <u>विद्वंध</u>क. पाठवावा. पाठवावा. नावे नॉ्दर्भांकत दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या मली फरावा १९ जिल्हा.

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सादरकर्ता

नोंदणी ३९ म.

Regn. 39 m.

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दस्तक्रमांक व वर्ष: 1422/2002 Monday, September 06, 2004		नोंदणी 63 म.
2:12:00 PM सूच	ो क्र. दोन INDEX NO. II	Regn. 63 m
गावाचे	नाव : भांडुप	
(1) विलेखाचा प्रकार, मोबदल्याचे स्व व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणी दे की पटटेदार ते नमूद करावे)मोब बा	तो	
(2) भू-मापन, पोटहिस्सा व घरक्रमाव (असल्यास)	5 (1) सर्वे क्र.: 128 पैकी सिटिएस क्र.: 44 पैकी वर्णनः फ्लॅंट साईनाथ अपार्ट. सोसा.	र नं डी/201, 2 रा मजला, न्यू
(3)क्षेत्रफळ	(1)395 चौ फूट बिल्ट अप	
(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा	(1)	
(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किं दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवार्द नाव व संपूर्ण पत्ता	तालुका;:-; पिन: -; पॅन नम्बर: -रे 💦 📜	
(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता कि दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे व संपूर्ण पत्ता नि (7) दिनांक करून दित्या	; पिन: -; पॅन नम्बर: - नाव (2) कवितों हेमसंद्र गांवडे - ; , घर/फ़लॅंट नं: वरीलप्रमाणे; ईमारत नं: -: पेढ/वसाहत: -; शहरे/गांव: -; तालुका: -; प्रि	/वसाहर्तः; शहर/गाव: -; तालुं गल्ली/रस्ता: -; ईमारतीचे नाव:
(१) दिनाक करून दिल्या (8) नॉदणीचा		COURT FEE
(9) अनुक्रमांक, खंड व पृष्ठ	1422 /2002 THE SUN THE SUN	्यारत्तः, IND देवान्द्रः भ्रम्ममा
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#### DEED OF SALE-CUM-TRANSFER

THIS DEED is made and entered into at Mumbai, this 11 th day of March 2002, (in the Christian Year Two Thousand Two) BETWEEN MRS. KABARI SUBHAS GHOSH, Hindu adult, Indian Inhabitant of Mumbai, presently residing at Flat No. D/201, New Sainath Apartments Co. Op. Hsg. Soc. Ltd, 2nd Floor, Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, hereinafter referred to as the "Vendor/Transferor" (which expression shall utiless if be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns etc) Of One Part/First Part,

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AND MRS. PRAMILA CHANDRAKANT GAWADE & MRS. KAVITA HEMCHANDRA GAWADE, both Hindus, a dute Littlen inhabitants of Mumbai, residing at D/403, Sainath Apt, T.P. Road, Bhandup (W), Mumbai-400 078 hereinafter referred to as the "Purchasers/Transferees" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean

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and include their heirs, executors, administrators and assigns etc.) of the Other Part/ Second Part:

AND WHEREAS the Transferor is fully seized and possessed of and or otherwise well and sufficiently entitled to a Flat being Flat No. D/201, adm. About 395 Sq. Feet Built Up Area situate in the building known as New Sainath Apartments Co. Op. Hsg. Soc. Ltd, Tembhi Pada Road, Bhandup (W), Mumbai -400 078, (hereinafter referred to as the "said Flat") as the lawful owner/occupier thereof.

AND WHEREAS the Transferor is a Member of the New Sainath Apartments Co. Op Hsg. Soc. Ltd, situated at Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, bearing Reg. No. BOM/WS/HSG/TC 2569 OF 1987-88 (hereinafter called "the said society")

AND WHEREAS, the Transferor being member in respect of the said Flat No. D/201, situate on the 2nd Floor, adm. about 395 Sq. Feet Built Up, in New Sainath Apartments Co. Op Hsg. Soc. Ltd, Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, having 5 Shares of Rs.50 each bearing distinctive numbers from 351 to 355 vide certificate number 071.

AND WHEREAS the VENDOR/TRANSFEROR herein has represented & assured the purchasers that the VENDOR/TRANSFEROR has received No

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बदर-७ दस्त ऋमांक (१७२२/२००२) (२००२) Objection certificate for sale/transfer of the said Flat and shares from the said sciety.

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ATD WHEREAS the vender herein has represented and assured the purchasers in the render is entitled to the said Flat as absolute owner thereof and that the said Flat is free from all encumbrances, loans, charges, mortgages, lispendenses, etc. and the VENDOR/TRANSFEROR has further represented that the title of the vendor to the said Flat & said shares is clear, marketable and free from any debts and that there are no suits, litigations, civil or criminal or any other proceedings personally affecting the vendor in attachments or prohibitory orders as against or affecting the said Flat & shares before transfer or after judgement. The vendor has not received any notice either from the Government or Semi Government regarding any of the proceedings in respect of the said Flat and the Vendor/Transferor is not restricted either in the Income Tax Act or under the Maharashtra Land Revenue Code from selling & disposing off the said Flat & said shares or any part thereof.

AND WHEREAS the vendor herein has further represented and assured the purchasers that She is entitled to sell and transfer the said Flat & said shares including furniture and fixture and other facilities/Amenities and other hereto before used and enjoyed by the Transferor in the said society together with the right, title and interest, benefits and privileges under the title deeds thereof including the agreement under which the vendor has Purchased the said Flat to the purchasers, herein without any obstacles, or impediments in the law or otherwise whatsoever nature and that the vendor is entitled to the consideration amount on the sale of said Flat No. D/201,.

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P AND WHEREAS-the-TRANSFEREES/PURCHUSERS have agreed to purchase & acquire the said Flat & said shares together with the furniture, and other facilities/amenities hereto before used and enjoyed by the Tran said society from the TRANSFEROR/VENDOR, relying on the correctness of said information and representation made by the Transferor.

AND WHEREAS the TRANSFEROR has represented to the TRANSFREES that the said Flat & the said shares are free from all encumbrances.

AND WHEREAS the party of the FIRST PART has agreed to sell, transfer & assign all her right, title and interest in respect of Flat No. D/201,, Adm. About 395 Sq. Feet Built up Area lying and situated at New Sainath Apartments Co. Op Hsg. Soc. Ltd. Tembhi Pada Road, Bhandup (W), Mumbai -400 078. to the Second Party and the Second Party i.e. "PURCHASERS/TRANSFEREES" have agreed to acquire the within mentioned Flat together with the Interest in 5 Shares as mentioned above.

#### NOW THIS AGREEMENT IS WITNESSETH AS UNDER: -

1. The Party of the FIRST PART i.e. Vendor/Owner/Transferor hereby agrees to sell, transfer & assign to the Party of the Second Part i.e. Purchasers/Transferees and the Second Party hereby agree to Purchase & acquire the right, title and interest of the Party of the FIRST PART in respect of the within mentioned Flat No. D/201, situate on the Second Floor of New Sainath Apartments Co. Op. Hsg. Soc. Ltd, Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, for the consideration of Rs.5,20,000/- (Rupees Five Lacs Twenty Thousand only).

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- 2. The Transferon shall also sell & transfer the said 5 shares and all her right, title, interest, claims, and demands in deposit, sinking fund, dividend and other amount standing to her credit in the consideration mentioned as above.
- 3. The Party of the SECOND PART have paid to the Party of the FIRST PART a sum of Rs.5,20,000/- (Rupees Five Lacs Twenty Thousand Only) being the full and final consideration of aforesaid Flat & Shares. The Payment and Receipt whereof the Transferor does hereby admit and acknowledge and have from the same and every part thereof does hereby acquire release and discharge the Transferees forever.
- 4. On the execution hereof the Transferor has delivered to the Transferees the said share certificate along with transfer forms duly signed by the Transferor so as to enable to the Transferees to get the same transferred to their names in the Register and Records of the said Society.
- 5. On the execution hereof and in pursuance of the said Agreement and the said consideration of Rs.5,20,000/- (Rupees Five Lacs Twenty Thousand Only) paid by the transferees to the Transferor as aforesaid, Transferor has delivered the vacant, peaceful & exclusive possession of the said flat to the transferees.
- 6. The Transferor shall pay all charges including all dues of the society payable till the date of execution of this agreement and further agree to indemnify the Transferees from and against all claims, demands and proceedings for non-payment thereof.

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- 7. On the execution thereof the Transferor will apply to Managing Committee of the said Society for the transfer of the said shares and said Flat to the names of the Transferees. The Transfer free and other fees if any required to be paid to the Society share borne and paid by the parties as agreed.  $\overline{c}_{1,2,3}$
- 8. The Transferees hereby agree to **Become the members of the said** Society and do hereby covenant with the Transferor that they will abide by the Rules, Regulations and Bye-laws of the said Society on admission as members thereof and hereby undertake to pay and discharge all calls, demands, contributions and dues which the said Society may hereafter make in respect of the said Flat.
- 9. The Transferor does hereby covenant with the Transferees that not withstanding any act, deed, matter or thing whatsoever done by the Transferor or by any person or persons lawfully or equitably claiming by, from, through under or, in trust made, committed, omitted or willingly suffered to the contrary the Transferor now has in himself good right, full power and absolute authority to sell transfer and assign the said Flat & Shares to the Transferees in the manner aforesaid.
- 10. The Transferor hereby covenants with the Transferces that the said Flat hereby agreed to be sold is free from all encumbrances and any nature whatsoever and that no person has any claim in or upon the said Flat or any part thereof by way of sale, exchange, mortgage, charge, gift, trust, --- inheritance maintenance possession lease, Leasement/ casement or otherwise howsoever.

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- 11. The Transferor hereby covenants with the Transferees that the Transferees shall henceforth quietly and peacefully powers, use, occupit and enjoy the said Flat without any let, hindrance, denial, interference or eviction by the Transferor or any other person or persons lawfully or equitably claiming through under or in trust for the Transferor.
- 12. The Transferor hereby covenants with the Transferees that the Transferor shall from time to time at all times hereafter at the request of the Transferee to execute or cause to be done and executed all acts, deeds, matters; things, conveyance, assurances and writing whatsoever for better further and more perfectly and absolutely getting the said Flat and shares transferred from the name of the Transferor to the names of the Transferees in the Register and Records of the said Society and other concerned authorities.
- 13. The Purchasers/Transferees shall enjoy the possession of the said flat as per their wish and will as owners thereof and shall be entitled to get the electric meter and other records transferred to their names for which the Vendor/Owner/Transferor has No Objection.
- 14. The Vendor/Owner/Transferor further states and assures the Purchasers that if any dispute regarding any claim over the said flat arises; the Owner/Vendor/Transferor shall be responsible and face the consequences and shall compensate the purchasers.
- 15. All costs, charges and expenses including all out of pocket expenses, stamp duty, registration and incidental to these presents and the transfer as aforesaid shall be borne and paid by the parties as agreed.

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दस्त क्रमांक (५०२	2002)
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#### SCHEDULE OF PROPER

Flat bearing No. D/201, adm. about 395 Sq. Fire Built up Area situate on the Second Floor of New Sainath Apartments Co. Op. Her Soc. Limited being constructed on the piece of land bearing C.T.S. No. 44 (part), Survey No.128 (part), lying and situated on the Second Floor of building New Sainath Apartments Co. op Hsg. Soc. Ltd., Bhandup (W), Mumbai - 400 078, Taluka Kurla District Mumbai Suburban Registration falling under the ambit and area of 'S' Ward Part (The Construction of building was and the building was completed in 1972. Building is without elevator/lift

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURE ON THE DAY AND YEAR HEREINABOVE WRITTEN.

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Signed And Delivered By The

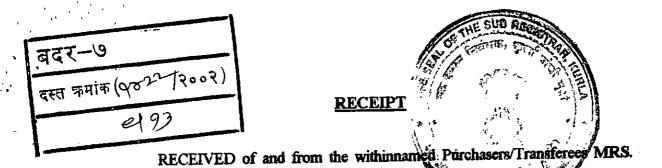
withinnamed Vendor/Owner/Transferor

in the presence of ......

Signed And Delivered By The Withinnamed Purchasers/Transferees 1. MRS. PRAMILA CHANDRAKANT GAWADE 2. MRS. KAVITA HEMCHANDRA GAWADE in the presence of .....

paveri Ghosh

(8)



PRAMILA CHANDRAKANT GAWADE KAVITA HEMCHANDRA GAWADE, the sum of Rs.5,20,000/- (Rupees Five Lacs Twenty Thousand Only) as and by way of full and final consideration in respect of the sale of Flat No. D/201,, situate on the 2nd Floor of New Sainath Apartments Co. Op. Hsg. Soc. Ltd., Tembhi Pada Road, Bhandup (W), Mumbai -400 078, sold to them in the following manner.

Cheque No.	Date	Drawn on	Amount (Rs.)
348093	11/3/20	on The Jaoli Sankan	520500-00
		Bank 42.	
	<u> </u>	-	
	L	TOTAL	Rs. 5,20,000/-

(Rupees Five Lacs Twenty Thousand Only) I SAY RECEIVED.

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MRS. KABARI SUBHAS GHOSH (Vendor/Owner/Transferor)

WITNESSES :

1. Shri R. B. Sawant =

	OF THE SUB RO	STREET
NEW SAINATH APPARTMENTS CO-OPER	LATIVE HOUSE	
REGN. NO. BOM/WS/HSG/I	C 2559, OF 1987-4	NS CONSTRUCTION
Tembhi Pada Road, Bhandup (	W), Mumbai - 400	बदर-७
		दस्त क्रमाक (५२२५२००२)
TO WHOMSOEVER IT N	MAY CONCERN	90193
This is to certify that MRS. KABARI SUB	HAS GHOSH is a	bonafide member of our

society, having Flat No. D/201,, area admeasuring 395 Sq. Feet Built Up, as per the records available with this Society.

This society has "No Objection" if the said Flat No. D/201, is sold to MRS. PRAMILA CHANDRAKANT GAWADE & MRS.KAVITA HEMCHANDRA GAWADE as mentioned in the application dated  $\frac{8/2}{2}$  addressed to the secretary of the society, subject to compliance of all the deal formalities. The Construction of Building was completed in 92. Building is without elevator/lift.

For New Sainath Appartments Co-Op.Hsg. Soc. Ltd

Dertment Co-00 2. Sociery Secretary

Place: Mumbeli . Date: 8/2/2002

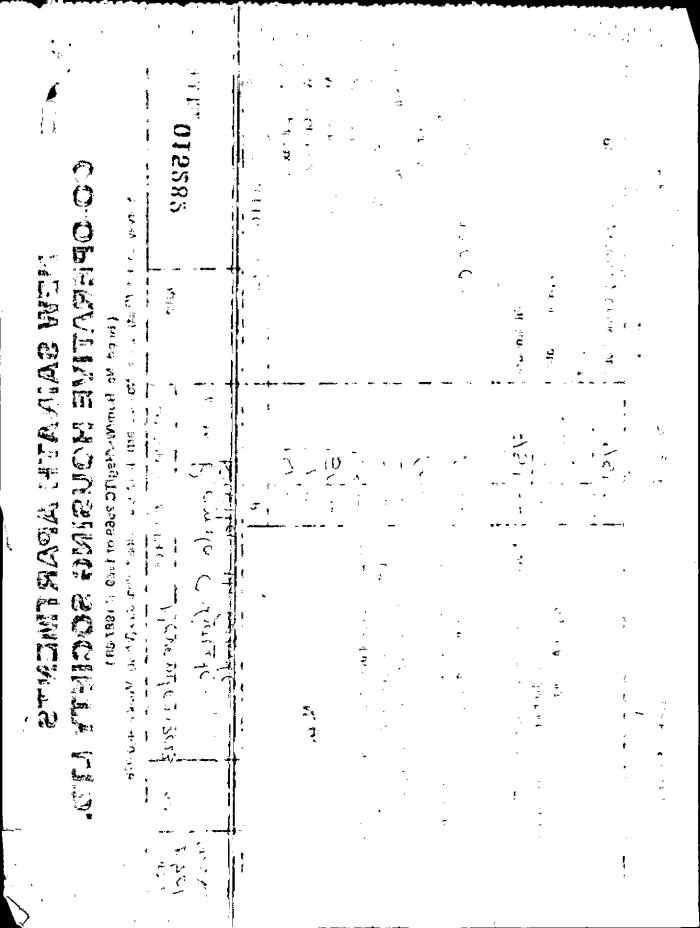


## NEW SAINATH APARTMENTS CO-OPERATIVE HOUSING SOCIETY LTD.

( Regd. No. Bom/Ws/Hsg/TC 2569 of 1969 of 1987-88 )

Survey No. 128 (Part) C. T. S. No 44 (Part), Tembipada Road, Bhandup (West), Mumbai-400 078.

015282 Date		BILL FOR TH	E MON	NTHOF November, 2023 Area Flat No. D/201	
BILL NO. (110202		Mr/Mrs. <u>Bamila C. haude</u> , Kavila H. haude.		ila C. hawde, Shop No.	
PARTICU	JLARS		Rs.	P.	
<ul> <li>3) Maintenance Charges</li> <li>4) sinking Fund</li> <li>5) Car/ Scooter Parking</li> <li>6) Insurance Premium</li> <li>7) Service Charges</li> <li>8) N. A. Tax</li> </ul>	···· · · · · · · · · · · · · · · · · ·		500 123	1	<ul> <li>N. B.</li> <li>1) All the Dues of the month should be paid on or before 15th of the said month, otherwise 18% Interest will be recovered from members.</li> <li>2) Excess Amount Charged if any on the bill will be adjusted in the next month's Bill.</li> </ul>
(Please Pay By (	Arrears P	mount ayable nterest	751 		Notice : Please take Notice that Rs mentioned in thir bill (B. F.) is standing due on your Account.
Prepared by	4	•	Checked	Sv Sv	Treasurer Hon/Secretary



# NEW SAINATH APARTMENTS CO.OP. HOUSING SOCIETY LTD.

(REGN. NO. BOM (W-S) - HSG - (TS) - 2569 OF 1987-88)

TEMBHI PADA ROAD, BHANDUP (WEST), MUMBAI - 400 078.

Ref. No. 26/2000 05

Date: 26/8/2004

smt. Pramila C-leawde smt. Kavita H. leande New Saimath Afth. Co. OP. Hy. Society LTD. D-201= T. P. Road, Bhandup (w) Mumbai - H00078. TO WHOMSOEVER IT MAY CONCERN This is to certify that we as a society -Flat NO. D/20I, in the Name of Pramila C. Ceaude & Kavitar H. Geowde admeasuring 395-52. ft. (Built up prea) in the building known as New saint Apartments, Co-op. Housing Society LTD. by an Agreement dtd. 11/03/2002 are registered with the Registror of Assurances at Kurla on old. 13/03/2002, mumbain This above confirmation made by me is true-E correct **NECRETARY** 

NEW SAINATH APTS. CO-OP. HSG, SOCIETY LTD.

### NEW SAINATH APARTMENTS CO.OP. HOUSING SOCIETY LTD.

#### (REGN. NO. BOM (W-S)- HSG - (TS) - 2569 OF 1987-88)

#### TEMBHI PADA ROAD, BHANDUP (WEST), MUMBAI – 400 078.

To.

Ref.No. 31

Stale Bauk of Indese D.N. Road; Fast-; Mumbri-400001.

Dear Sir,

Re:Flat/Shop No. D/201Floor No. 2nd Area sq.ft. Members Name: MB, Pramila C. hawade & Kavilā H. Gawade. Register Folio No. II/26 Share Certificate No. 071 from 351 to 355

The above flat/shop is standing in the name of

Further, we state that

1) The title of the land and building is clear and marketable and free from all encumbrances.

2) We confirm that we have not borrowed any amount against the land or against the said flat/shop.

3) We confirm that there is no arrears of maintenance or any other dues pending payable by the member t society and paid taxes on property to the concerned authority.

4) We confirm that the flat/shop is in possession of the Owner/s and not let out and leased out to third par

5) We confirm that we have no objection whatsoever to mortgaging the flat/shop No. D/2.0/ standi the name of Ms Pramila C. hawade k to S.B. Handose, Branch as security for credit facility extended by the Bank. Kavila H. Gawade D.N. Road;

6) We confirm that will not permit sale/transfer or alienate or create third party rights or dispose of property referred to above without the written consent of the Bank.

7) We confirm that we undertake to mark lien of the Bank on the flat/shop and confirm the same in writing the Bank and hand over to the bank the share certificate duly transferring the same in the name of purchaser.

Yours faithfully,

Per New SAINATH APARTMENT CO-OP. HSG. SOC. LTD.



Date: 27

K. S. Gihost New Sai nett AP. D/201. and floor. Ashok Kadenichowk T. P. Royd Bhendur. AZ 2569? 685 at ( a) april Grang aller . (a) an. A (a) an zok (00 C Gerain -D/20/flast

(वि.नि. नमना क) (Fin R. Form No.1) सर्वसा.११३ म. ई Gen 113 m.e. CASE NO. AMN/5165 COUNTER CODE 8 DATE: 20/01/97 RECEIPT NO .: 47 मूळ प्रत ( अहस्तातरणीय ) ORIGINAL COPY (NOT TRANSFERABLE) शासनास केलेल्या प्रदानाची पावती TAK RECEIPT FOR PAYMENT TO GOVERNMENT BOMBAY LA ठिकाण / Place दिनांक / Date 20/01/97 Received from यांच्याकडन/ DSH ন্ধ. / **Rs** रूपये / Rupees 2235.00 (thwo Thousand Two Hundred Thirty Onlv OBUSIN 53.01730 On account of 103-(111) याकरिता मिळाले <u>9</u> k j mode of Payment: CASH 1.190 रोखपाल य लेखापाल ( सही / Signature ) Cashier or Accountant Hदनाम:/ Designation), sopera

2015 16 67 5914

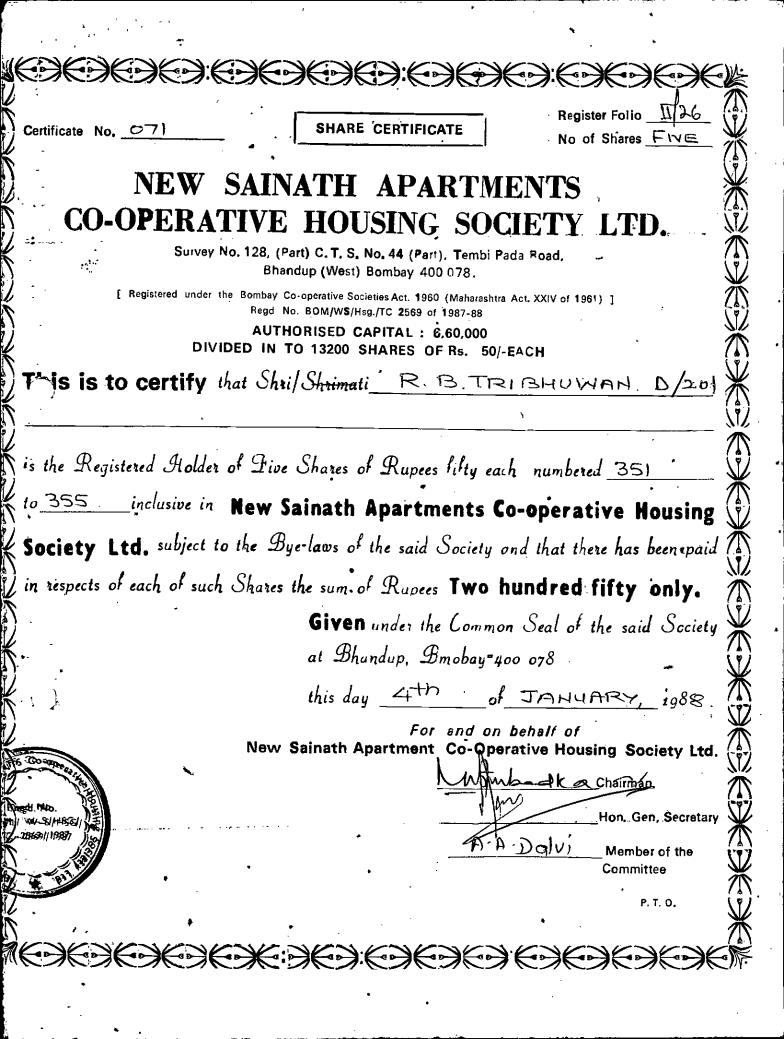
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# VE HOUSING SOCIETY LTD.

(Reguilter, Bom/Ws/Hsg/TC 2569 of 1969 of 1967-88)

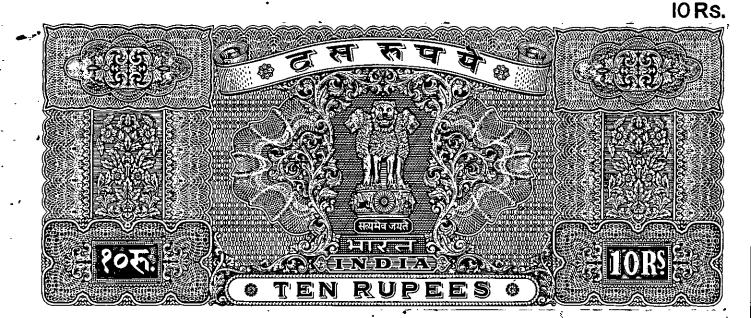
Survey No. 128 (Part) C. T. S. No 44 (Part), Tembipada Road, Bhandup (West), Mumbai-400 078.

RECEIPT No. 155	Date: 29/10/2023
RECEIVED From Mr. Mrs. Pamila C.	handle & Kavila H. hande-
Flat / Shop No the sum of Rupe	ses Soven Inducel -
i Atty one arty.	
Cash / Cheque No. 006083 Dated.	25/10/2003 of MDCCBR.
as part / full payment of bill No	Dated0/2003
- <b>/</b>	Bill amount Rs. 751/-
-	Received Rs. 751/-
<b>x</b> .	Balance Rs.
•	W B
	Treasurer-/ Secretary
Receipt valid subject to realisation of Cheque	102



#### Memorandum of the transfers of the within mentioned Shares

Share Regd. Date of Transfer Authorisad Name of Transferee(s) No. Transfer No. Signature Fallie Me. MRe. Kabari S. Ghosh 93/2/3 14.2.93 s Misg Π 80M 4 ( + highert for orth 6/1/4 Mar. Primila C. Gama -l e 02 Q 5 Mac. Karife Hem Munda mul. 1 ... x 8 5 а, f .) Chairman Hon. Secretary Committee Member



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सर्वश्री/श्री/श्री

रुषुयाद न्यापालम, मुंबई

... रांता रवालेतर मुहाँक

THIS DEED OF TRANSFER AND ASSIGNMENT is made and entered into at Bombay this 17th day of December 1992 <u>B E T W E E N</u> SHRI RAVI BABANRAO TRIBHUWAN of Bombay, Indian Inhabitant, residing at Flat No.D/201, Second Floor, New Sainath Apartment, Co-op. Housing Society Ltd., Tembi Pada Road, Bhandup (West), Bombay-400 078, hereinafter called the "TRANSFEROR " (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators and adsigns) of the FIRST PART; <u>A N D</u> MRS. KABARI SUBHAS GHOSH of Bombay, adult, Indian Inhabitant, residing at Room No.32, Anant Sagar Chawl, Konkan Nagar, Jangal Mangal Road, Bhandup (W),

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Receipt No. Date No. GENÉR **RECEIVED** From t me Duty Rupees / 9.85 houseds Niae ct, 1958, that the proper stamp day re Thousands "Ny'ne linter of .... and penalty Rup been paid in resp osid)

Bombay-400 078, hereinafter called the "TRANSFEREE" (which expression shall unless repugnant to the context or meaning thereof be deemed to include her heirs, executors, administrators and assigns) of the SECOND PART :

WHEREAS the Transferor is a member of the New Sainath Apartment Co-operative Housing Society Ltd., a Society Registered under the Maharashtra Co-operative Societies Act, 1960 under Registered No.BOM/W-S/HSG/T.C./2569 of 1987-88 and the Transferor is holding 5 Shares of Rs.50/- each of the said Society and as such members the Transferor is holding and is absolutely seized and possessed of the Flat bearing Flat No.D/201, Second Floor, in the said Society's building situate on the piece or

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parcel of land bearing C.T.S. No.44, 43 and Survey No.128, 129 of Village Kanjur at Tembhi Pada Road, Bhandup (West), Taluka Kurla, District B.S.D. in Greater Bombay in the Registration District and Sub-District of Bombay City and Bombay Suburban, which flat is hereafter referred to as the "said Flat";

AND WHEREAS the Transferor has agreed to sell, transfer and assigns all the said shares and all the rights, title, claims and interests of the Transferor in respect of the said Flat and all their right, title, claim and interest under the Agreement dated 23rd day of July 1987 made and entered into Between Shri Lawrence Noronha as the "Seller" and the Transferor herein the Buyers in respect of the said Flat, to the Transferee herein for the consideration of Rs.1,30,000/- (Rupees One Lac Thirty Thousand only) which Transferee has paid to the Transferor on or before the execution of these presents;

AND WHEREAS the Transferee after paying to the Transferor the consideration as hereinafter mentioned, requested the Transferor to execute these presents;

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NOW THIS INDENTURE WITNESSETH as under :-

In consideration of the sum of Rs.1,30,000/-(Rupees One Lac Thirty Thousand only) paid by the Transferee to the Transferor on or before the execution of these presents, the payment and receipt whereof the Transferor doth hereby admit and acknowledge, the Transferor doth hereby transfer, assign, sell, convey, release and relinquish UNTO and in favour of the Transferee ABSOLUTELY AND FOREVER, free from encumbrances the said five shares of Rs.50/- each of the said New Sainath Apartment Co-op. Housing Society Limited, Society Registered under the Maharashtra Co-op. Housing Societies Act under Registration No.BOM/W-S/HSG/T.C./2569 of 1987-88 TOGETHER WITH all the right, title, claim and interest of the Transferor of and under and in respect of the said residential flat bearing Flat No.D/201, admeasuring 395 sq.ft. built-up in the said Society's Building situate on ALL THAT piece or parcel of land bearing C.T.S. No.44, 43 and Survey No.128, 129 of Village Kanjur, situate at Tembhi Pada Road, Bhandup (West), Bombay-400 078 in the Registration District and Sub-District of Bombay Suburban, which flat hereinafter referred to as the said flat and is more particularly described in the Schedule hereunder written TOGETHER Waboon, 5, ghash WITH all the right, title, claim, beneficial interest of the Transferor of and under and in

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respect of the said Agreement for sell dated 23rd day of July, 1987 made and entered into between the said Shri Lawrence Noronha as the Seller and the Transferor herein as the buyer in respect of the said flat.

The parties hereto shall make the necessary applications to the said New Sainath Apartment Co-operative Housing Society Ltd. for the transfer of the said shares as well as the said flat from the name of the Transferor to the name of the Transferee. The Transferor shall sign all such applications, forms, papers, etc. for the transfer of the said shares and the said flat as hereinafter stated.

The Transferee shall become a member of the said New Sainath Apartment Co-operative Housing Society Ltd., and shall abide by all the rules, regulations, bye-laws etc. of the said Society as may be adopted from time to time.

On the execution of these presents the Transferor has put the Transferee in vacant possession of the said flat. All the maintenance, charge and other outgoings in respect of the said

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flat due to the said Society and/or to any other authority till the date hereof shall be borne and paid by the Transferor and thereafter by the Transferee.

It is further agreed by and between the parties hereto that the Transfer fees, if any, is required to be paid to the said Society for the Transfer of the said shares and the said Flat, the same shall be borne and paid by the Transferor and Transferee equally.

The Transferor doth hereby declare that the said Flat is free from all encumbrances whatsoever and the Transferor is the sole and absolute owners of the said flat and the said shares. The Transferor further declares that the said flat and/or the said shares are not in any way affected by any mortgage, charge, loan or by lis-pendence, insolvency, attachment or any prohibitory order from any Court or from any other Authority whatsoever. The Transferor declares that the Transferor has not done anything or caused to be done anything or omitted to do anything whereby or by reason whereof the transfer of the said flat and/or the said shares and/or the Transfer thereof as herein

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contained might be affected in any way and/or the interest of the Transferee created by this Deed might be affected in any way. The Transferor doth hereby agree and undertake to indemnify and keep fully indemnified the Transferee from and against all the costs, charges as also against all losses, expenses, claims, damages, demands etc. if any sustained by the Transferee on account of any act or omission or failure on the part of the Transferor.

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

#### THE SCHEDULE ABOVE REFERRED TO

THAT FLAT No.D/201, 2nd floor, New Sainath Apartment Co-operative Housing Society Ltd., admeasuring 395 sq. ft. built-up situated at piece or parcel and land bearing C.T.S. No.44, 43 and Survey No.128, 129 of Village Kanjur, Tembhi Pada Road, Bhandup (West), Taluka Kurla, District B.S.D. in Greater Bombay in the Registration

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District and Sub-District of Bombay City and Bombay Suburban. Municipal Ward No.S - Part II, Year of Construction - 1984-1985.

SIGNED SEALED AND DELIVERED ) by the withinnamed ) TRANSFEROR, SHRI RAVI ) BABANRAO TRIBHUVAN, in the ) presence of. . . . . . )

1) Sri Subles Shot

SIGNED SEALED AND DELIVERED ) by the withinnamed ) TRANSFEREE, MRS. KABARI ) Kabari, S, Ghosh. SUBHAS GHOSH, in the ) presence of....)

1) son Surlahes Shat

and 2) 711. 211 H

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RECEIVED of and from MRS. ) KABARI SUBHAS GHOSH, the Transferee ) abovenamed, the sum of No.1,30,000/- ) (Rupees One Lac Thirty Thousand ) only) being full and final payment ) of the consideration, in respect ) of the Flat No.D/201, 2nd Floor, ) New Sainath Apartment Co-op. ) Housing Society Ltd., Tembhi Pada ) Road, Bhandup (West), Bombay-400 078. ) No.1,30,000/-

WITNESSES :

I SAY RECEIVED :

1) Dri Sulcher Shost

(SHRI RAVI BABANRAO TRIBHUVAN)

and

2) BIT. BIT. HI.ST 205 5

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DATED THIS 17-11 DAY OF DECEMBER, 1992

<u>BETWEEN</u>:

SHRI RAVI BABANRAO TRIBHUVAN

.. TRANSFEROR

Á N D

MRS. KABARI SUBHASH GHOSH

.. TRANSFEREE

DEED OF TRANSFER AND ASSIGNMENT

### Typed by:

#### Messrs. R. S. Sapre. मराठी, गुपराती, हिंदी, & English Typecopying, Dupilcating & Xerox IBM Typing & Offset Printing, R. S. Sapre Marg(Picket Road), Opp.:Small Causes Court, Bombay: 400 002.

Phone: 31 92 96.

B. D. KADAM, Advocate, High Court, C/o. Deep General Stores, Ganesh Nagar, S.S. Road, Bhandup (West), BOMBAY-400 078. •...

08 India, Indus. Finance on 18/10/2014 (manue vereived मनुकम नंबर पोर २०५७/८/ मन १९८४ चे आगस्ट महिन्मारे Seceiven. ર तारखेम 28 Station In बाजण्याचे दम्यांन सहदुरुवम भिवेषक Bees that or oping वेषर् ४ (वांद्रे) यांचे कार्यालयात हा। कला Endorsement Manuaring Fors Covies (1 han In Hiting Tat-407 philaden **Potal** Rees बादुच्चम निवेधक, ४, तंबई (बांद्रे) से FOR SALE AGREEMENT FOR SALE dav ARTICLES OF AGREEMENT made at Bombay this. of Augerst in the Christian Year One Thousand Nine Hundred and Şev Eighty Four BETWEEN Messrs SAINATH CONSTRUCTION COMPANY a partnership Firm doing business as Builders with Office at 6, Abhilasha Apartments, Jangal Mangal Road, Bhandup Bombay-400 078 hereinafter called "THE BUILDERS" ( which expression shall unless repugnant to the context or meaning thereof mean and include the pattners for the time being constituting the said Firm M/s. Sainath Construction Company, their Survivors or Survivor, their his/her, heirs, executors, administrators and assigns) of The One Part AND Shri/Stit. Dr. chandrakarik Dury shartamoas c of Bombay, Indian Inhabitant, hereinalter cailed "THE PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include his/her, heirs, executors and administrators) of The Other Part. WHEREAS Shri. Harihar Madan Raut South Sushila Herihar Raut Shri Dilip Harihar Raut, Shri Vijay Harihar Raut and Kumari Usha Harihar Raut (hereinafter collectively referred to are the Original Owners) are seized end possess of or otherwise well and sufficiently entitled to a piece of land with the structures thereon, situate at Tembh! Pada Roed, Bhendup: Bombay 400 078 and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to us . The said Property () AND WHEREAS by the Agreement for sale dated 18/19th Dctober 1978 made between the Original Owners (herein called The Vendors) and Shri Bhupatrel Ratilal Parekh, the Original Owners agreed to sell to the said Bhupatral Retlial Parekh, and the said Shri Bhupatral Ratilal Parekh agreed to purchase from the Original Owners, the said, property, for the price and on the terms and conditions therein stated

(ii)

AND WHEREAS the said property is the subject matter of High Court Suit No. 1363 of 1977 and the Court Receiver has been appointed by the Honourable Court of the seid Property in the said Suir. AND form sim

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AND WHEREAS by the Order dated 4th November 1981 mede in the said High Court Suit No. 1363 of 1977 in the High Court of Judicature at Bombay the Court Receiver High Court Bombay is directed by the Honourable Court to complete the sale of the said property in favour of the said Shri Bhupetrai Ratilal Parekh or his nominee/s for the price therein mentioned.

AND WHEREAS by the Agreement for Development dated 30th November 1980 made between the said Shri Bhupatrai Retilel Parekh (therein called The Owner) of the One Part and Builders herein (therein called The Developers) of the other, the Builders agreed to develop the said property for the consideration and on the terms and conditions therein stated.

AND WHEREAS with a view to develop the said property by erecting a building consisting of ground and upper floors after demolishing existing structures therein the Builders got the plan, and specifications prepared from the Architects Messrs. Gaitonde Bhavsar & Associates and epproved from the Municipal Authorities under No. CE/4287/BPES/A/N dated 7-9-1982.

AND WHEREAS the Builders have/taken over passession of the set of a property for development under the hereinabove recited Agreement for the set of the se

AND WHEREAS the title of the Owners to the tind morelinarricularly described in the Schedule hereunder written has been investigated by Shri Kamalakar Dhundiraj Vaidya, B.A.B. Corn, LL.B. Advocete High Court who has given to the Builders his Certificate of Titles a copy whereof in here annexed and marked EXHISIT 'A'.

AND WHEREAS the Purchaser has taken inspection of herein recited Agreements, plans, specifications and all the Title Dends of the Owners and has satisfied himself/herself about the title of the Owners to the land more particularly described in the Schedula hereunder written and the Purchaser shall not be entitled to further investigation of the title of the Owners or to make any requisitions or to raise any objection with regard to any other matters relating thereto.

AND WHEREAS the Purchaser has also taken inspection of all other relevant documents such as the Contracts with Architects and Contractors Sub-Contractors etc., mentioned in the Rulas of the Maharashire Ownership Flats Act and Rules thereunder.

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1997 (AMP) (200 (AMP))

AND WHEREAS the Builders: are entering into seperate Agreemants in form similar in alkrespect to this Agreement with several other persons and parties who may agree to take up flats/shops and garages in the same building on Ownership basis on similar terms and conditions as ere herein conteined except and subject to such modifications as may be necessary or considered desirable or proper by the Builders with a view ultimately that the Purchasers of all the premises in the said building shall form themselves into a Co-Operative Housing Society under the Maharashtra Co-Operative Societies Act 1960, or a Limited Company under the Companies Act 1956 as the case may be.

AND WHEREAS it has been agreed by and between the parties hereto that if one or more of such premises are not taken or acquired by any parson other then the Builders at the time when the said building is ready for occupation, the Builders will be deemed to be the Owners thereof until such time as the said remaining premises are agreed to be sold by the Builders to any other person or party as they may deem fit.

NOW IT IS HEREBY AGREEMENT BY AND BETWEEN THE PARTIES

12 The builders shall construct a bnilding to be known as SAINATH AREMENT concisting of ground and four upper floors as per the plan, designs descriptions prepared by the Architects Massrs. Gaitonde Bhavsar & sociates and sanctioned by the Municipal Corporation of Greater Bombay ples where of have been kept by the Builders at their place of business at Abhilasha Apartments. Jangal Mangal Road. Bhandup, Bombay 400 078 and lich the Purchaser has epproved and has also agreed that the Builders may ke such variations therein as may be required tobe done by the Government incipel Corporation of Greater Bombey or any other local authority.

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3) The Purchaser agrees to pay the consideration for the purchase of the said premises as shown balow ;

t il ir (a) Rs. 10000/. App. 10% of the total cost shall be peid as Earnest Money or a deposit on or before the execution of this Agreement ( the payment and receipt whereof the Builders do admit and acknowledge).

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- (b) Rs. <u>10 000</u> App. 10% of the total cost shall be paid on or before the casting of the first slab.
- (c) Rs. 10 000/- App. 10% of the total cost shall be paid on or bafora the casting of the second slab,
- (d) Rs. <u>10 000</u> App. 10% of the total cost shall be paid on or before the casting of the third slab.

(e) Rs. 10070/ App. 10% of the total cost shall be paid on or before the casting of the fourth slab.

(f) Rs. 16 court. App. 10% of the total cost shall be paid on or before the casting of the Fifth slab.

(g): Rs. <u>10 Cary</u> App. 10 % of the total cost shall be paid on or before the brick masonry work is completed. JA. MR

(h) Rs. \_\_\_\_\_ App. 10% of the total cost shall be paid on the before completion of the plastering work.

(i) Rs. <u>10 020/-</u> App. 10% of the total cost shall be paid on or before the tiling work is completed. App. the balance amount of 10% within 15 days.

from the date on which a notice is issued to the Purchasar by the Builders offering Possession of the said pramises:

4) The Purchaser DDTH convenants with the Builders that the Purchaser shall duly and punctually pay the above mentioned instalments within the pariod stipulated hereinebove time being the essence of the contract. On failure of payment of any of the said instalments as eforesaid or any breach being committed by the Purchasar of the terms and condition hereinabove mentioned or non-observance thereof this Agreement shall at the option of the Builders. Come to an end and all the amounts paid by the Purchaser shall stand for feitad and the Purchaser shell have no claim against the Builders or the said premises.

5) Without prejudice to all other rights under this Agreement and or any law of the Builders the Purchaser shall liable to pay interest at the rate of 15 percant per annum on all amounts Which shall remain due and outstanding after the period of seven days from the date of their becoming due.

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6) (a) The possession of the said premises shall be given by the Builders to the Purchaser after the said building is ready for use and occupation and the Building occupation Certificate shall have been obtained from the Municipal Corporation of Greater Bombay or other relevant authority or Body or public Authority Subject to the provisions of Sub-Clauses (B) and (C) hereof, the Builders shall give possession of the said premises to the purchaser on or before 30th June 1985. The Purchaser shall within seven days of the receipt by him of the written Notice from the Builders that the said premises are ready for use and occupation end that the building Occupation Certificate has been obtained, take possession of the said premises.

(b) The Purchaser shall be entitled of take possession of the said premises and performed all the obligation and stipulations contained in this Agreement and on his part to be observed and performed and has also duly paid to the Builders all and whatsoever the emounts payable by him under the Agreement.

(c) Notwithstanding any thing contained in this Agreement or in this clause the Builders shall not incur any liability if they are unable to deliver premises on or bafore 30th June 1985 if the completion of the said building is delayed by reason of non-availability of steel or cement or on account of civil commotion rist or any act of of God or on account of any notice order rule or notification of the Government and / or any other public body or authority or on account of withholding or delay in the grant of building occupation or sanction by the Government, the Municipel Corporation of Greater management or similar public body or authority.

(1) If for any reason the Builders are unable or fail to give possession of the sid, premises to the Purcheser within the time stipulated in clause No. 6 above, or within such extended time as may be agreed between the parties served, then the purchaser shall be entitled to give notice to the Builders terminoting this Agreement in which event the Builders within four weeks from the feesipt of such notice, refund the Purchaser the aforesaid amoent of deposit and such further amounts if any that might have been received by the Builders from the Furchaser as instelment in part payment in respect of the said premises with Interest at the rate of 9 perceut per annum and thereafter neither party shall have any claim against the other in respect of the said premises or arising out of this Agreement.

Upon possession of the said premises being delivered to the purchaser, he shall be antitled for use and occupation on of the said premises and thareafter, he shall have no claim against the Builders es to any defect in any item of work or construction of the said premises.

9) The Purcheser shall after expiry of a period of 16 days after the receipt by the Purcheser of the Notice from the Builders that the said premises are ready for use and occupation be liable to bear and pay all local municipal taxes and charges for the electricity and other services and autgoing payable in respect of the premises as provided in Clause No. 19 herete.

10) Nothing contained in this Agreement shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said land or building or any part thereof, such conferment to take place only upon the execution of the Conveyance and or such, other document as is necessary to a Limited Company or a Co-operative Society or incorporated body to be formed of the Purchesers of verious premises in the said building as hereinafter stated.

11) The purchaser shell have no claim save and except in respect of a particular premises hereby agreed to be acquired by him and that all open spaces, lobbies, stair-ceses, terraces ect. will remain the property of the Builders until the whole property is transferred to the proposed Limited Company or a Co-operative Society or an incorporated Body hereinafter mentioned but subject to the rights of the Builders as herein Stated.

12) The Builders shall have the right to make additions, alterations, raise, stories or put additionel structures at env time as may be permitted by the municipality and other Competent Authorities. Such additions, alterations, Structures and stories will be tha sole property of the Builders who will be entitled to dispose it off in any way they choose and the Purchaser hereby consents to the same.

13) Provided that the Builders do not in any way, effect or prejudice the right hereby granted in ravour of the purchaser in respect of the premises agreed to be purchased by the purchaser the Builders shall be at liberty to substitute assign, mortage or otherwise deal with or dispose off their right, the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boostron in the said land hereditaments and premises and the building boost

14) As soon as the building is notified by the Builders as complete 'each of the premises holders (including purchaser) shall pay the respective balance of the price payable by them within 15 (fifteen) days of such notice served individually or put up at some prominent place in the said building. If any of the premises holders fails to pay the said arrears as aforesaid, the builders will be entitled to forfeit the emounts previously paid by such defaulting premises to the Builders.

15) Under no circumstances, the purchaser shall be antitled to take possession of the said premises unless and until all payments required to be made under this Agreement by the purchaser have been made to the Builders.

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16) The Builders shall in respect of any amount payable by the Purchaser under the terms and conditions of the Agraement herein, will have a first lein and charge on the said premises agreed to be acquired by the Purchaser.

17) The Purchaser from the date of receipt by him of the notice from the Builders to take possession of the said premises regulary pay every month provisional amount of Rs. 100-00 towards the Non-Agricultural Assessment, property taxes of Municipal Corporation of Greater Bombay and all out-goings, expenses and maintenance charges in respect of the said building The Purchaser has paid this day a sum of Rs. 2751/- (Rupaes Two Thousand seven Hundred and fifty one only) (inclusive of Rs. 251/- df tha share capital and entrance fee of the Society to be formed) to meet the Charges of non-Agricultural Assessment proparty texes till handeing over possession of the said premises to the purchaser and all other outgoings, expenses and meintenance charges, cost of bore-well office room, permanent deposits of water metars electricity meters and charges of forming and registration of the Co-operative Housing Society coming to the share of the said premises.

18) In case any security or other deposit is demanded either by the Municipal Corporation of Greater Bombay or the Maharashtra State Electricity Board for the purpose of giving water, electric connection to the said building or any other deposit demanded by any other local body or Authority, the purchaser shall contribute proportionately as detarmined by the Builders immediately on notice being given by the Builders to the Purchaser calling upon the Purchaser to contribute towars the security deposit as mentioned above.

19) So long as each pramises of the said building shall not be saparately assessed for Municipal taxes or water charges, the Purchaser shall pay the proportionate share of the water charges end property taxes assessed on the whole building such proportion will be determined by the Builders on the basis of the area of each premises in the said building.

20) The Purchaser hareby agrees that in the event of any amount by way of the premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similer nature becoming payable by the Builders the same shall be raimbursed by the Purchaser to the Builders in proportion to the area of the premises agreed to be purchased by the Purchasar and in determining such amount the decision with Builders shall be conclusive and binding upon the purchaser.

21) The Purchaser shall maintain at his own cost the premises agreed to be acquired by him in the sama good condition, state end order in which it is delivered to him and shall abide by all bya-laws rules and regulations of tha Government. Maherashtrá State Elactricity Board or any other authorities and bodal bodles as also ahall obsarve and parform the covenants, condi ions of the said indenture of conveyance and shall attend and enswer end be responsible for all actions, violation of any of the conditions or rulas and bye-law and shall observe and perform all the terms and conditions contained in this Agreement

22) The Purchaser hereby covenants with the Builders to pey all the amounts required to be peld by the Purchaser under this Agreement and to observe end parform the covenents and conditions contained in this Agreemant and the convanants to be executed in favour of the Co-Operative Housing Society or incorporated body in respect of the said plece or parcel of land more particularly described in the Schedule hereunder written and the building thereon and to keep the building indemnified against the said paymants and observance and performance of the said covenants and conditions except so far as the same are to be observed by the Builders.

23) The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society or Association of Appartment owners, or Limited Company or incorporated body to be formed in the menner hereinafter appearing and also from time to time sign and execute the application, for registration other papers and documents nacessary for the formation and registration of the Seciety or Limited Company or Association of Appartment owners or an incorporated Body including the bye-laws of the proposed Society and duly fill in sign and return within ten days of the same being forwarded by the Builders to the Purchaser No objection shall be taken by the Purcheser if charges or modifications are made in the draft bye-laws ea may be required by the Register of Co-operative Societies or other Competent Authority The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Builders may require him to do from time to time for safeguarding the interests of the Builders and all othar Purchasers of the premises of the said building Failure to comply with the provisions of thase things will render this Agreement ipso-fecto to come to en end end the Eernest Money and other monies peid by the Purchesars shall stand forfeited to the Builders.

24) The Purchaser hereby covenants to keep tha said premises as well as its all the partition wells, sewers, drains, pipes and appurtenances thereto in good tenantable rapairs and good condition and in particular, so as to support. Sheitar and protect ell the parts of the building.

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25) The Purchaser shall not let sub-let, sail, transfer, convey, mortgage. charge or in any way, ancumbar or dear with or dispose off the said flat, assign underlet or part with interest under or the banafit of this Agreement or any part thereof, till all tha dues of whatsoever nature owing to the Buildars are fully paid and only if the Purchaser has not made any breach or noncompliance of Sola permit th any of the terms and conditions of this Agreement and until he obtains previous consent to do so in writing of the Builders ouilding. 10

26) The Purcheser shall permit the Builders end their Surveyors or agents 83) with or without workmen end others at all reasonable time to anterinte and niche r upon the said premises or any part thareof to view, examine the estate and bond to t condition thereof end to make good within e reasonable time of giving of such å the notice in writing by the Builders ta the Purchaser eny braech or repair required -341. to be effected.

27) The Purchaser shall permit the Builders their Surveyors and their agents with or Without workmen and other at all reasonable time to enter in to and upon the said premises or any Part thereof for the purpose of repairing any part of the building and for the purpose of making, repairing manufacturing, re-building, cleaning Laying and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, structures and other conveniences belonging to or serving or used for the said building and also for the purpose of laying down maintaining and repairing end testing drainage and watar pipes and elactric wires and for similar purcoses and also for the purposes of cutting of the supply of water and/or electricity to the premises in respect whereof the Purchaser or the occupier of any other premises at the case may be shall have made default in paying his share of water chargas and electricity charges.

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and their repairing facturing, idition all and othar also for inage and for the amises in t the case arges and 28) The purchaser shall not use the premises or permit the same to be used for any purpose whatsoever other than for the purpose for which it is sold not for any purpose which may be likely to cause nulsance or annovance to occupiers of the naighbouring properties nor fer any illegal or immoral purposes

29) The purchaser will not at any time demolish tha premises or any part hereof agreed to be taken by him, nor will be at any time make or caused to be hade any additions or alterations of whatever nature to the isaid premises or iny part tharaof. The Purchaser shall not permit the closing of the Verandahs or ounges or balconies or make any alterations in the elevation and put aside plour scheme of the premises to be acquired by him.

30) After the possession of the premises is handed over to the purchaser f any additions or alterations in or about or relating to the said premises are hereafter required to be carriad out by the Government, Municipality or any ther Statutory Authority, the same shall be carriad out by the purchaser in cooparation with the purchasers of the other premises in the said building at heir own costs and the Builders shall not in eny mannar be liable or rasponsile for the same,

31) The Purchaser shall not do or permit to be done any other act or thing which may render void or voldable any insurance of any premiser or any part if the said building or cause any increased premium to be payable in espect thereof.

32) The purchaser shall not throw dirt, rubbish rags or other refuse or parmit the same to be thrown in the compound or in any portion of the puilding.

(133) The seld building shall elways be known a "SAINATH APARTMENTS" and the name of the Co-operative Society or Limited company or Incorporated body to be fromed shall bear the same and this name shall not be changed with the written permission of the builders.

34). After the building is completely reedy and fit for occupation and after the Society or Limited company or incorporated body is registered and only after all the premises in the said building have been sold and disposed off by the Builders and after the Builders have received all dues payable to them under tha terms of the Agreement with various premises holders the Builders will, execute a Deed of Conveyance and or other document in. feyour of a Co-operative Society Limited Company or an Incorporated body.

35) In the event of the Society of Limited Company or incorporated body being formed and registered before the sala and disposal by the Builders of all the premises in the said building the powers and authority of the Society so formed or of the Purchaser and other Purchaser of premises in the said building shall be subject to the overall control of the Builders in respect of any of the matters, covering the said building the contruction and completion thereof and

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all amanitias appurataining to the same and in particular the Builders shall have absolute authority and correl as regards any unsold premises of whice the Agraements are cancelled at any stage for some reason or other and the Builders have the absolute authority regarding the disposal thereof.

36) Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as awaiver on the part of the Builders of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor. shall the same in any manner prejudice the rights of the Builders.

37) All letter, receipts and/or notices issued by the Builders despatched. Under Cartificate of posting to the address known to them of the Purchasar will be the sufficient proof of receipt of the same by the Purchasar and shalt evantually discharge the Builders. For this purpose, the Purchasar has given the following address :-

skrilset. Die Chandrokant P. Channer 10 Kaushar Lang S. M. Road Muland (west) Bornbay Goorde

38) If the Purchaser neglects, omits or fails in any manner, whatsoever to pay to the Builders any of the amounts due and payable by the Purchaser under the Terms end condition of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchaser shall in any other way fail to perform or observe any of the covenants and Stipulations on his part herain contained or referred to, the Builders shall be entitled to re-enter and resume possession of the said premises and of everything to whatspever therein contained and this Agreement shall cease and stand terminated and the Earnest Money and other amounts already paid by the Purchaser to the Builders shall stand absolutaly forfeited to the Builders and the purchaser shall have no claim for refund or repayment of the said Earnest Money and or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agreas to forfelt all his rights, title and interest in the said pramises and all amounts already paid and in such event, the Purchaser shall be liebla to be immodiately ejected as tress-passer but the right given by this Clause, to the Builders shall be without prejudice to any other rights, remedies and claims whatspever at law or under this Agreement of the Builders again the Purchasar.

39) The Builders shall be at liberty to sell the Flat/Flats other than that agreed to be sold to the Purchaser to any party who may use the other Flat/Flats for non-residential use in such a manner that is permissible under the Rules of Municipal Corporation of Greater Bombay and agreed upon by the Builders. The Purchaser shall not object to such permissible non-residential user and shall not complain about the same to any authorities.

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'40) The said price of the premises is based upon the prices of basic materials of construction viz. Cement, Sand, Metal, Steel, Wood and tiles prevailing in the market as on 1st April 1983. The builders shall be entitled for increase in the said price of the said premises if the price of any of the said materials rises beyond 10% in proper ion to the increase in the price. 「「「「「「「「」」」

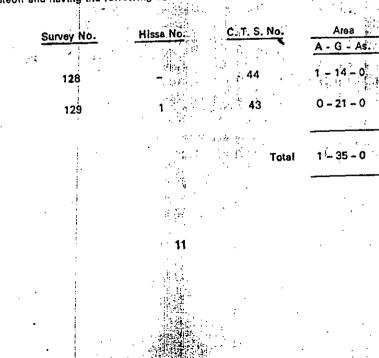
41) All costs charges and expenses in connection with the formation of the Co-operative Society or Limited Company or incorporated body as well as the costs of preparing, engrossing stamping and registering of the Agreement convayance deeds, any other document or documents required to be executed by the Builders or by the Purchaser as well as the entire professional costs of the advocate in prepeiring and approving all such documents shall borne by the Purchaser The amount of such costs charges and expenses payable by the Purchaser shall be paid by the Purchaser to the builders immediately on demand.

42) It is agreed that this Agreement shall be registered with the Sub-Australistrer of Assurances at Bombey es required by Maharashtra Ownership Plats Act. The Purchaser lodge this Agreement for registration with the Sub-Registrer of Assurances and inform the Builders the Serial Number under which it has been lodged for registration to enable the Builders to appear before the Sub-Registrar and edmit execution thereof. The Purchaser is requires to lodge this Agreement for registration within four months from the date hereof.

IN WITNESS WHEREOF the Parties here to have hereunto sat and Subscribe their respective hands and Seals the day and year first herein-above mentioned.

# THE SCHEDULE ABOVE REFERRED TO

All that piece and percel of lend or ground admeasuring 9928 Square Yards equal to 8301 Squara Metres or thereabouts of Village Kanjur, Taluke Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City end Bombay Suburban District together with the structures standing thereon and having the following details.



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SIGNED SEALED AND DELIVERED FOR SAINATH CONSTRUCTION C by the withinnamed BUILDERS Messis. SAINATH CONSTRUCTION PARTN co. in the presence of Brising D. Pu Allernites **注证 御**道 SIGNED SEALED AND DELIVERED by the withinnamed BUILDERS man Shri/Smit. in the presence of **RECEIVED** from the Purchaser a Jones sum of Rs. 10,000/. (Rupees onty) thausand as Earnest at steted in clause No. 3 (a) hereinabove. 15712 WE SAY RECEIVED For SAINATH, CONSTRUCTION CO. parte WITNESSE PARTNERS 12 1.12月11日至月中,4月,月期月期月期月期月期月期月月 1.

## EXHIBIT "C"

BUILDING SPECIFICATIONS, FIXTURES FITTINGS,

### AND AMENITIES.

### SPECIFICATIONS

DOORS AND WINDOWS-All the wood work of the Doors and windows shall be from good quality teakwood The fitting shall be of oxidised iron. The main door shall be provided with Alluminium aldrop and peep hole. A press Button for Bell and Flat Number plate shall be provided on the main cloor Iron, Grills shall be provided and fixed in the windows frames excluding ventilators and W. C. end Bathroom.

#### FLOORING :

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Flooring of the living reom. Balcony, passage and Kitchan of grey cament marble mosaic tiles of good quality with half tile skirting shall also be provided the walls.

### CHEN :

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Fine Kitchen shall be provided with raised platform and a built in sink white azed tiles. The Upper side of the pletform shall be fixed with black Cadappa one with white glazed tiles of 1' above the same.

ATH AND W. C.

dado shall be of The flooring of bath shall be in Tandur stone and 4'-O' white glazed Tiles.

The flooring of W. C. and 2'-O' Dado shall be of white glazed tiles A wash Basin shell elso be provided at a suitable place near the Bath and W C.

#### ELECTRICITY :

All wiring shall be of Alluminium as per I.S.I, specifications. All flats shall be provided with lighting and Domastic Main Lines. Each Flat shall be provided with Light point. Fen point and one plug point in the living and bed room, One light point in the passege and one light point for Bath and W. C. There will be one light point in common passage of each floor and one light point in each Kitchen room. Dne Domestic point near the bathroom. One Hit water Geyser in Bathroom.

# PLUMBING WATER SUPPLY ECT.

All the Plumbing work shall be carried out as per plan and rules and regulation of the Bombay Municipal Corporation. The Rainwater and other pipes shall be of A. C. and every first 6'-O' langth pipe from the ground shall be cest iron There shall be underground water tanks provided with booster pumps to lift water to the Overhead storage tenks, to ansura sufficient and regular supply of weter. Seperate weter, errangements shall also be made (if permissible) for miscellaneous use of water such as undening, vehicle washing, functions etc. Every flat shall have one tap in each kitchen. Balh and W. C. and Wash Basin. For SAINATH CONSTRUCTION CO.

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DUACCHEC. PARTNERS

### EXHIBIT-A

#### Tel.: 595231

Kamalakar D. Vaidya B.A. B. COM. LL. B. Advocate High Court Akanksha, Sane Guruji Nagar, Mulund (East) Bombay - 400 081.

29th August 1983 Data

Shri Harihar Msdanrao Raut, his wife Sushila, Sons Dileap, Vijay and daughter Usha are the Owners of the property described hereinbelow. The said property is the subject matter of High Court Sult No. 1363 of 1977 between Central Benk of India and the said H, M. Raut and Others. The Court Receiver High Court Bombay is eppointed as the Court Receivar of the said property by the High Court in the said Suit.

During the pendancy of the said suit, Shrl B. R. Parekh agreed to purchase, the said property from the said H. M. Raut and Others for the considerations and on the terms and conditions agreed between them by the Agreement t sale dated 18th October 1978.

The sala of the seid property as agreed batween H. M. Raut and Others of the one part end Shri B. R. Parekh of the other is sanctioned by the Court by the order dated 4th November 1981.

Shri B. R. Parekh has deposited the amount of the price of the said property agreed for with the Court Receiver.

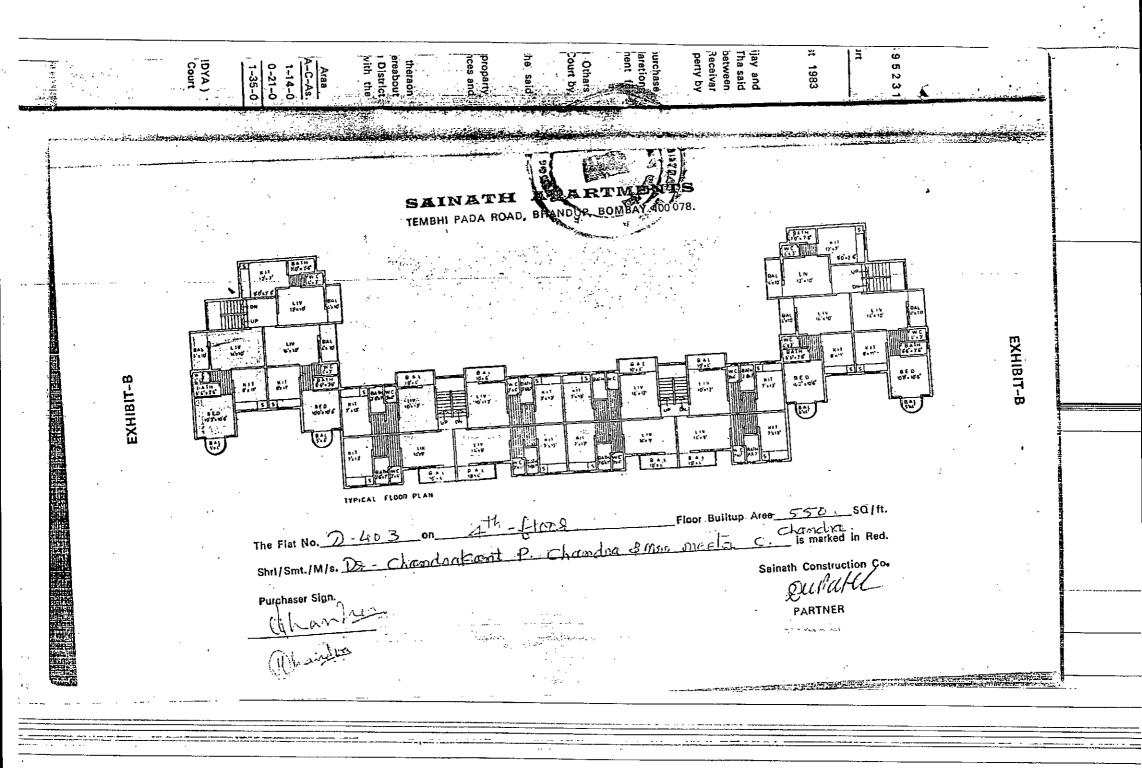
Under the circumstances, it is certified that the title of the property described hereinbalow is clear, merketeble and tree from encumbrances end reasonable doubts. 

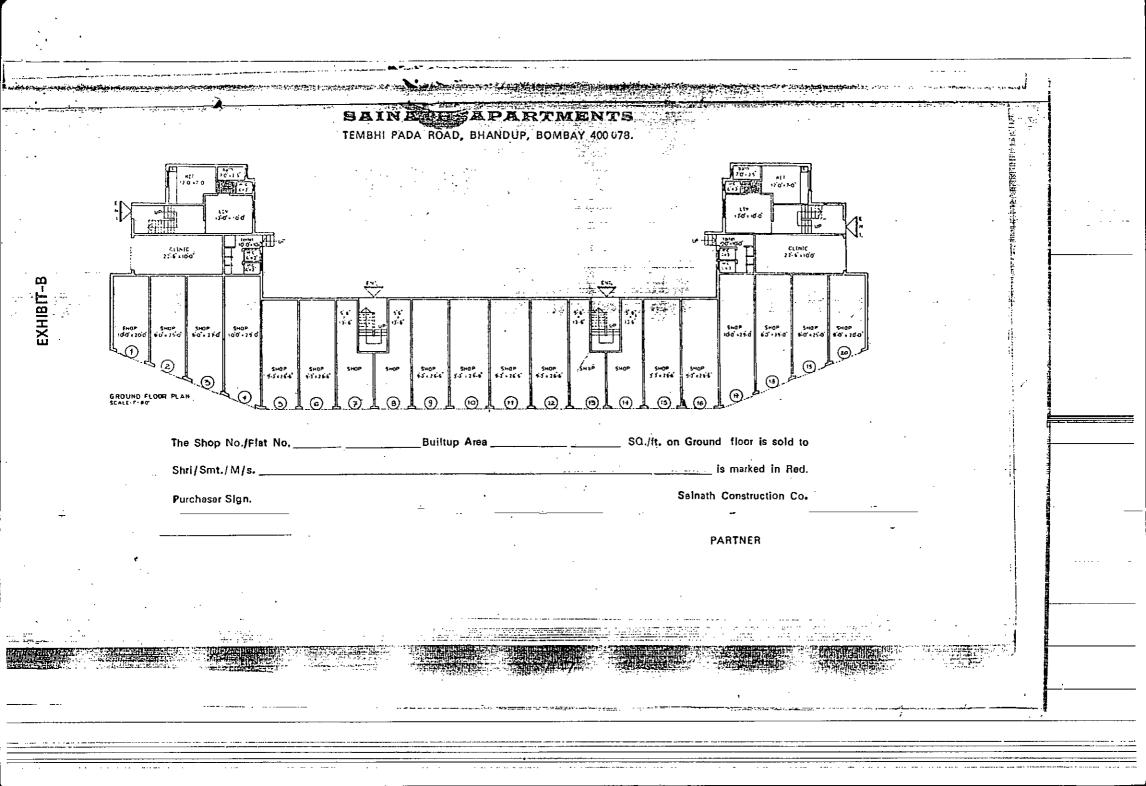
## Description of Property

ALL THAT plece and parcel of land together with the structures thereon admeasuring 9928 Square Yards equal to 8301 Squares Metres or thereabout of Village Kanjur, Taluka Kurle, District Bombay Suburben, Registration District and Sub-District of Bombay City and Bombay Suburban District with the following details.

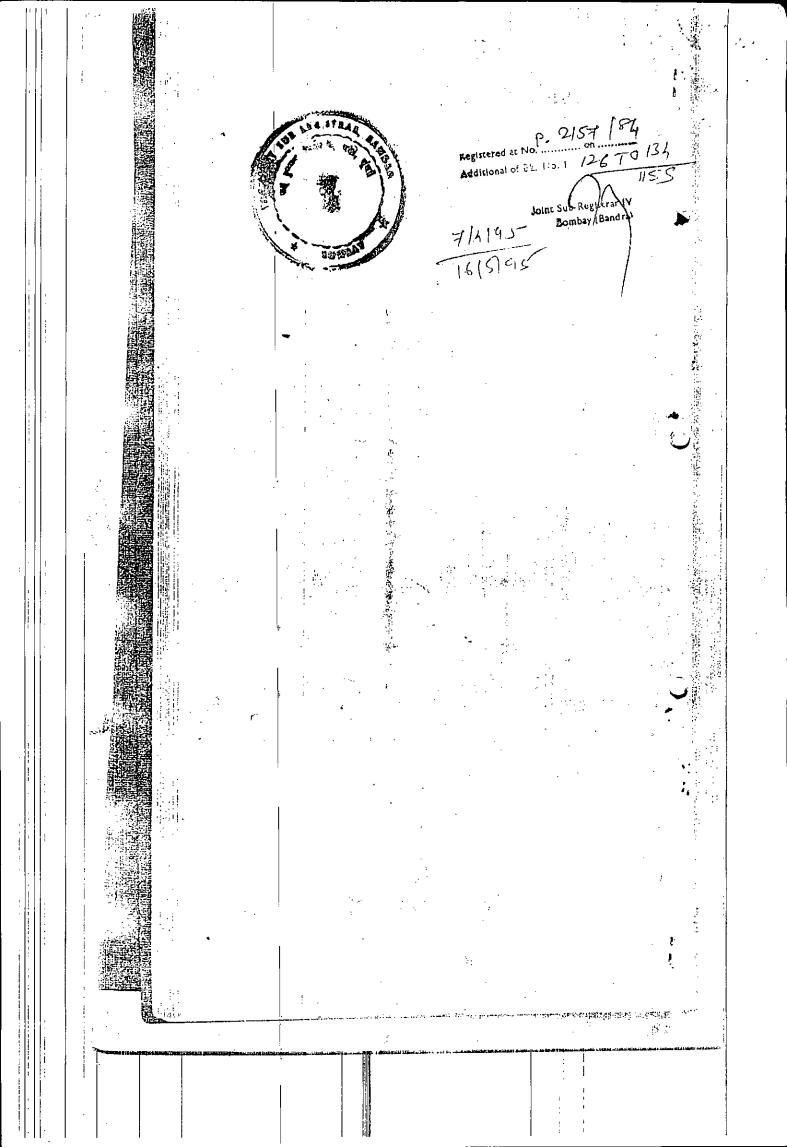
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# NEW SAINATH APARTMENTS CO- OP. HOUSING SOCIETY LTD.

(Regn No. Bom (W-S) - HSG - (IS) - 2569 of 1987-88 )

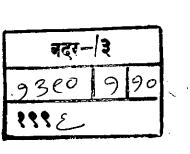
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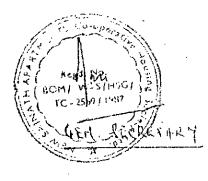
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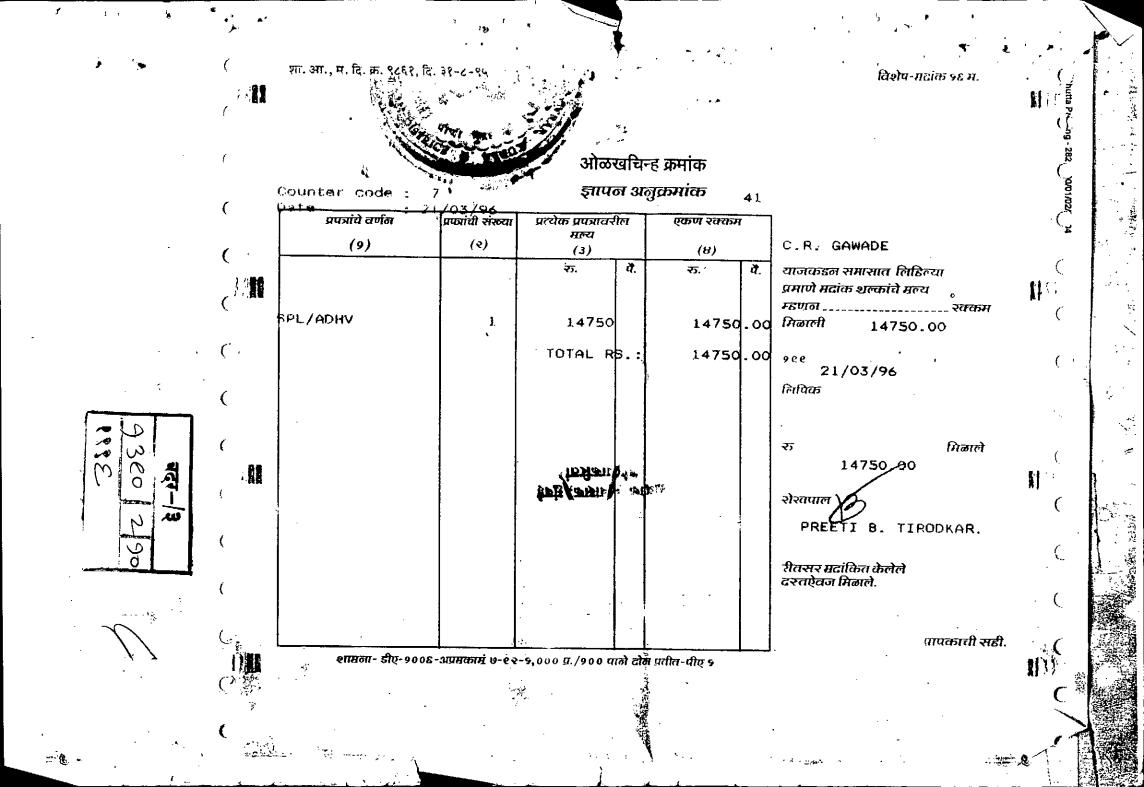
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To whomenever it may concern

THEI IS TO RERESTY THAT DR. C. P. CHANDRA 4 MRI MEETA R. RHANDRA WERE A MEMBER M. DUR SetEEGY AND A ENRER A MEMBER M. D/403. THE JAKD THAT & THEER ENTEREST RELINCE BR OUR LOCFETY AS A MEMBER WERE GRANCEFERRED BY GHEM IN THE RAME OF MR. CHANDRAKANG R. CHANADE AND MR. HEMEMMER. R. GAMADE VIDE THEER TRANKER APPLYCATE OF DT: 21/211496 & DEED OF ATTER APPLYCATE OF DT: 21/211496 & DEED OF ATTER APPLYCATE OF MANAAMEN'S REMENTINE OF ACCESTY HAT LITEDERARD PARA THEIR APPLECATE OF MEETENG HELD OT ATTER APPLYCATE OF MEETENG HELD OT ATTER APPLYCATE OF MEETENG HELD OT ATTERED BIT INFORMER MEETENG HELD OT ATTERED BIT INFORMATING CERLIFICHTE WILL BE TRANKFERRED BIT INFORMER OF NEW MEMBER OFLY INFORMER ALM.



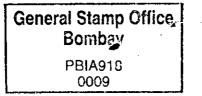




300 वरि नोदणी ३९ म. पावती क्र. Regn. 39 m. दस्तऐवजाचा/अर्जाचा, अनुक्रमांक 0 दिनांक दस्तऐवजाचा प्रकार-सादर करणाराचे नाव--002 soit ð, खालीलप्रमाणे फी मिळाली:-m to नोंदणी फी नक्कल फी (फोलिओ पृष्ठांकनाची नक्कल फी टपालखर्च Octo नकला किंवा ज्ञापने (कलम ६४ ते ६७) शोध किंवा निरीक्षण दंड--कलम २५ अन्वये कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (प्रक्रिय इतर फी (मागील पानावरील) बाब के. ोंदणीकृत डाकेने पाठवली जाईल. दस्तऐवज , या कार्यालयात देण्यात येईल. नक्कल निवंधक 1235 नावे नोंदणीकृत डावे दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या हवाली कर्सवाई उपनगर

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# DEED OF ASSIGNMENT

THIS DEED OF ASSIGNMENT made this 24.... day of MARCH One Thousand Nine Hundred Ninety Six BETWEEN (i) DR. CHANDRAKANT PURUSHOTTAMDAS CHANDRA and (ii) MRS. MEETA CHANDRAKANT CHANDRA, both Adults, Indian Inhabitant of Mumbai, residing at D/403, Sainath Apartment, Tembhi Pada Road, Bhandup (West), Mumbai - 400 078, hereinafter referred to as "ASSIGNORS/TRANSFERRERS" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors and administrators) of the ONE PART A N D (i) SHRI. CHANDRAKANT RAOSAHEB GAWADE (ii) SHRI.HEMCHANDRA and RAOSAHEB GAWADE, both Adults, Indian Inhabitants of Mumbai, hereinafter referred to as "ASSIGNEES/TRANSFEREES" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors and administrators) of the OTHER PART;

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WHEREAS the Assignors/Transferrers had acquired a flat No. D/403 on the 4th floor of building, known as Sainath Apartment, situate at Tembhi Pada Road, Bhandup, Mumbai- 400 078, under an agreement dated 20th day of August 1984 between themselves as party of the Second Part and M/s. Sainath Construction Company of the first part. The said Agreement was registered before Registrar of Assurances, Bandra Mumbai, vide Sr.No.P2057/84 dated 24 August 1984.

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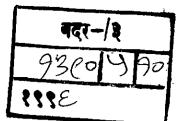
WHEREAS the Assignors/Transferrers have become member and shareholder of Sainath Apartment Co-op. Housing Society Ltd., a society duly registered under the aharashtra Co-op. Societies Act. having registration M/HSG/.... of 19... having its office at Sainath ent Co-op. Housing Society, Tembhi Pada Road, ed on plot of land bearing Survey No. 128, 129 C.T.S. 43 of Village Kanjur, Taluka Kurla, Dist. Mumbai an, registration and sub-district of Mumbai City and Suburban hereinafter referred to as "THE SAIL OCIETY".

WHEREAS the Assignors/Transferrers have become members of the Sainath Apartment Co-operative Housing Society Limited, and holding five fully paid up shares of Rs.50/- each bearing distinctive Nos. 391 to 395 covered under the Share Certificate No.079 issued by the said society hereinafter referred to as the said shares and the flat No. D/403 admeasuring about 550 sq.ft. built-up on ownership basis hereinafter referred to as "THE SAID FLAT".

AND WHEREAS the Assignors/Transferrers are seized and possessed of and otherwise well and sufficiently entitled to the said flat and the said shares of the said society having ownership rights as member/s of the said society.

WHEREAS the Assignors/Transferrers hase represented to the Assignees/Transferees that the said flat and the said shares of the said society are free from all the encumbrances.

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AND WHEREAS the Assignors/Transferor had agreed to assign all their right, interest, title and benefit in respect of the said flat togetherwith the said shares of the said society relating thereto to the Assignees/ Transferees for the price and/or valuable consideration agreed to by and between the parties hereto by an Agreement for Sale Dated 28/02/1996, hereinafter referred to as 'THE SAID AGREEMENT'.

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# NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY ED TO BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

In pursuance of the said agreement and in psieration of sum of Rs.5,85,000/- (Rupees Five Lakhs Fight Five Thousand only) paid by the Assignees/ Ansferees to the Assignors/Transferrers the receipt Freof the Assignors/Transferrers do hereby admit and acknowledge and confirm and forever discharge acquit and release the Assignees/Transferees of the same and every part thereof the Assignors/Transferrers do hereby grant convey, sell, assign and transfer all their right, interest, title in and all benefits of the flat No. D/403, 4th floor, Sainath Apartment Co-operative Housing Society, Tembhi Pada Road, Bhandup (West), Mumbai - 400 078, and admeasuring about 550 sq.ft. built-up and constructed in the year 1984, situated on plot of land bearing Survey No. 128, 129 C.T.S. No. 44, 43 of Village Kanjur, Taluka Kurla, Dist. Mumbai Suburban, registration and sub-district of Mumbai City and Mumbai Suburban, and the said shares of the said society relating to the said flat, TO have and hold the same unto and to the use of Assignees/Transferees all benefits thereof subject to the conditions on which the Assignors/Transferrers held the same.

2. The Assignors/Transferrers shall bear and pay all the arrears of maintenance charges, Municipal Taxes and all other outgoings in respect of the said flat payable to the said society if any upto the date of this agreement and Assignees/Transferees shall not at all be responsible and/or liable for any outstanding in respect of the said flat and/or said shares of the said society. The

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Assignors/Transferrers agree to indemnify and keep the Assignees/Transferees indemnified if at all any past arrears are found due and payable by the Assignors/ Transferrers to the said society or any other financial institution or bank or Maharashtra State Electricity Board or any other concerned authority.

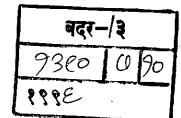
3. The Assignors/Transferrers have already removed all the belongings articles and things from the said flat and they have vacated the same alongwith their family and had handed over peaceful and vacant possession of the said flat to the Assignees/Transferees before the execution of ris Agreement.

The Assignees/Transferees hereby admit to have vived the vacant and peaceful possession of the said from the Assignors/Transferrers.

The said society had issued the share certificates relating to the said flat to the Assignors/ Transferrers, it is hereby mutually agreed by and between the parties that the Assignees/Transferees will be entitled to have issued the Shares relating to the said flat issued by the said Society to the names of Assignees/ Transferees themselves, the Assignors/Transferrers shall also get such shares of the said society transferred to the names of the Assignees/Transferees. The share money has already been paid by the Assignors/Transferrers and the same stand transferred to the name of Assignees/ Transferees.

6. The Assignees/Transferees hereby agree to abide by the bye-laws, rules and regulations of the said society. The Assignees/Transferees will apply to the said society to become member/s thereof and Assignors/Transferrers shall sign the Transfer Deed and all other relevant documents as are required to be filed to the said society for transferring the said flat and the said shares of the said society to the name of the Assignees/Transferees from the name of Assignors/Transferrers. The Assignors/Transferrers shall be solely responsible/see that the said flat of which

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the area is about 550 sq.ft. built-up together with the shares certificates relating thereto are duly transferred to the names of the Assignees/Transferees.

7. The Assignors/Transferrers has made certain deposit with M.S.E.B. in respect of Electricity meter for supply of Electricity to the said flat the same shall belong to the Assignees/Transferees and shall stand transferred to the name of Assignees/Transferees.

8. Both the parties hereby agree and declare that they will sign and execute such further and other documents as may be necessary to give full effect to this agreement for transfer of all rights, title or interest in respect of the said flat and the said shares relating thereto of the said society to the name of the Assignees/Transferees so that the Assignees/Transferees gets a perfect and absolute title to the same.

WITNESS WHEREOF both the parties herein have IN set their respective hands to this the date and reunto year first hereinabove written.

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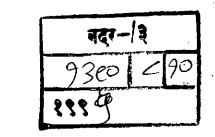
Signed, Sealed and delivered by the withinnamed ASSIGNORS/ TRANSFERRERS SHRI. (Dr.) CHANDRAKANT PURUSHOTTAMDAS CHANDRA and MRS. MEETA CHANDRAKANT CHANDRA ingthe presence of 🔨 Solgande

Ahandrg.

Signed, Sealed and delivered by the withinnamed ASSIGNEES/ TRANSFEREES SHRI.CHANDRAKANT RAOSAHEB GAWADE and SHRI.HEMCHANDRA ) RAOSAHEB GAWADE in the presence x ...... of . . . .

of SBGarrela

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# RECEIPT

RECEIVED of and from the withinnamed Assignees/Transferees a sum of Rs.5,85,000/- (Rupees Five Lakhs Eighty Five Thousand only) being the full and final consideration as stated hereinabove vide Cheque No.933179 dated 13/02/1996 for Rs.30,000/- drawn on Indian Bank, Nariman Point Branch, Mumbai, Cheque No. 129005 dated 28/02/1996 for Rs.1,50,000/- and Cheque No.129009 dated 11/03/1996 for Rs.4,05,000/- both drawn on Jaoli Sahakari Bank Limited, in favour of Dr. Chandrakant Purushottamdas Chandra.

WE SAY RECEIVED Rs.5,85,000/-

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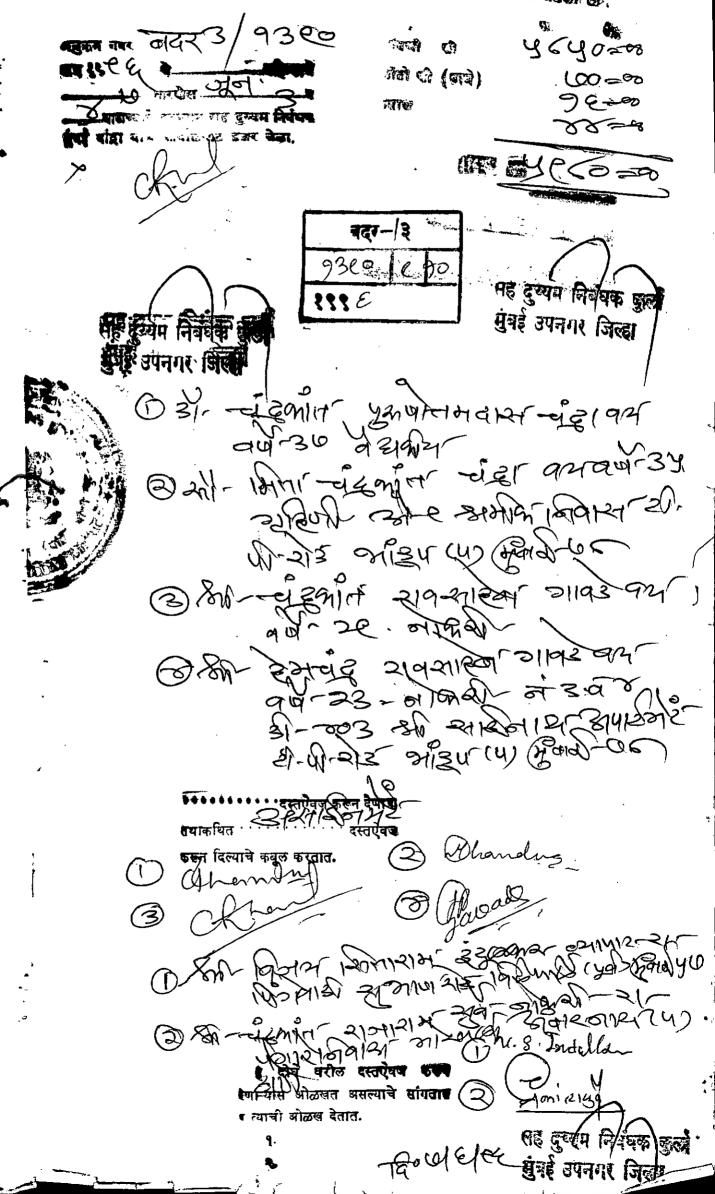
(1) DR. CHANDRAKANT PURUSHOTTAMDAS CHANDRA

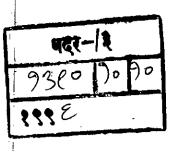
durg (2) MRS. MEETA CHANDRAKANT CHANDRA

Assignors/Transferrers

WITNESSES :

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Memorandum	of	the	transfers	of	the	within	mentioned	Shares

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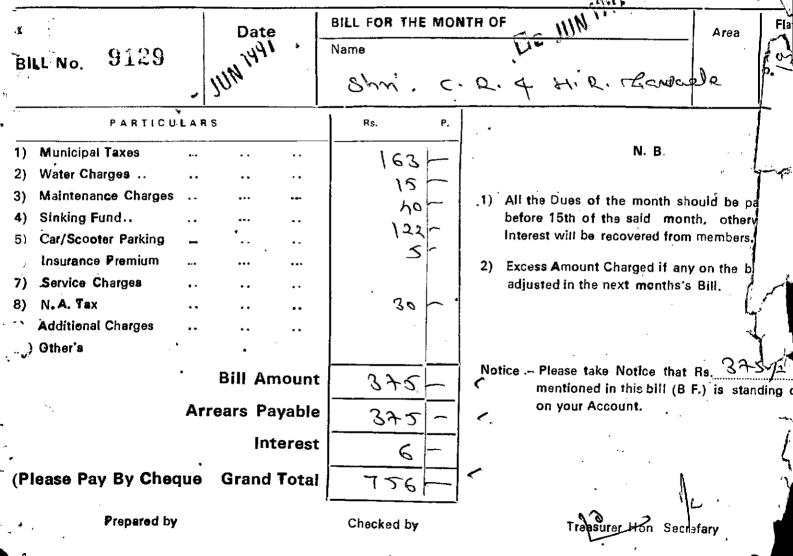
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و بر المسالم ال	Date of Transfer	Transfer No.	Share Ro	egd.	Name of Transferee(s)	Authorised Signature
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# NEW SAINATH APARTMENTS CO-OPERATIVE HOUSING SOCIETY LTD.

(Regd. No. Bom/Ws/Hsg/TC 2569 of 1969 of 1987-88)

Survey No 128 (Part) C.T.S. No. 44 (Part), Tembipada Road Bhandup (West), Mumbai 400 078.



# NEW SAINATH APARTMENTS CO- OP. HOUSING Society LTD.

(Regn No. Bom (W-S) - HSG - (TS) - 2569 of 1987-88)

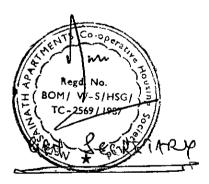
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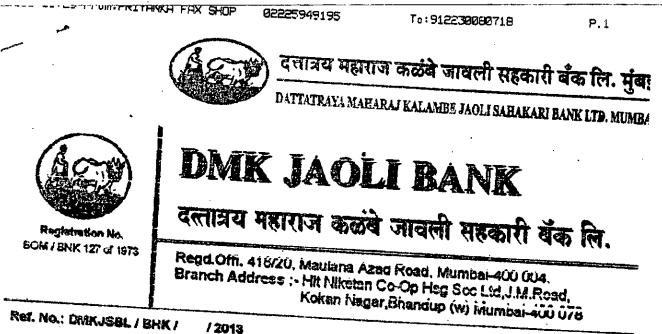
s Ref. No.

Date 16 08 1996

TO WIROM LOEVER IT MAY CORREROR

THES IS TO CERIFFY THAT MR. CHANDRAKANT RAOJAHEB JAWADE & MR. HEMPHANDRA RAOJAHEB JAWADE ARE JOJAPHY MEMBER OF OUR LODGETY AND A OWNERR OF FLAT NO: 403/D IN OUR SHARAFIN HARGMENT.





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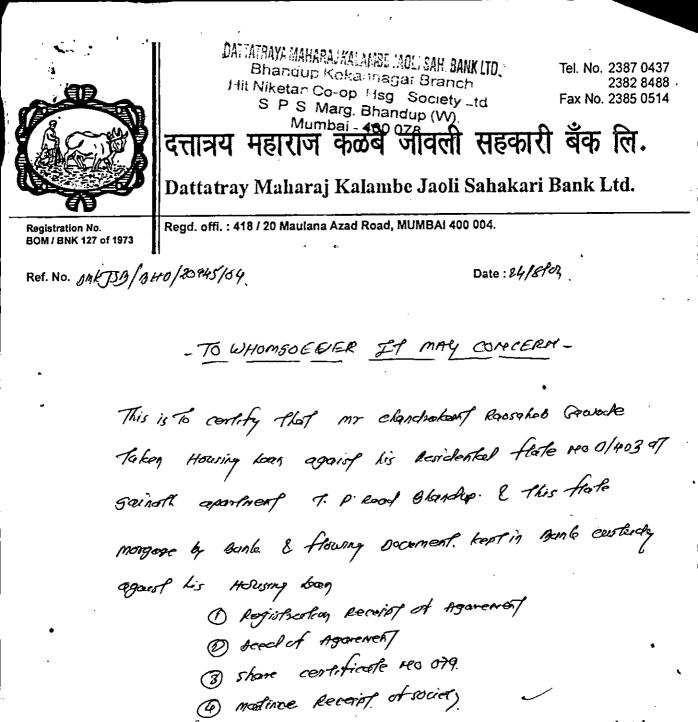
Dete: - 13.08.2013

# TO WHOMSOEVER IT MAY CONCERN

This is to Certify that Mr. Chandrakant Raosaheb Gawade & Mr. Hemant Raosaheb Gawade taken Housing loan from our Kokan Nagar Bhandup Branch Loan A/c No. HL-37. He has closed loan A/c as on 24.08.2004 as per our Bank record.

This certificate is being issued on specific request with out any risk or responsibility of the bank or signing authority.

	Yours Faithfully. 1
Salarse Jose Da	habraya Maharaj Kalambe Jack Szh. Bont Lu
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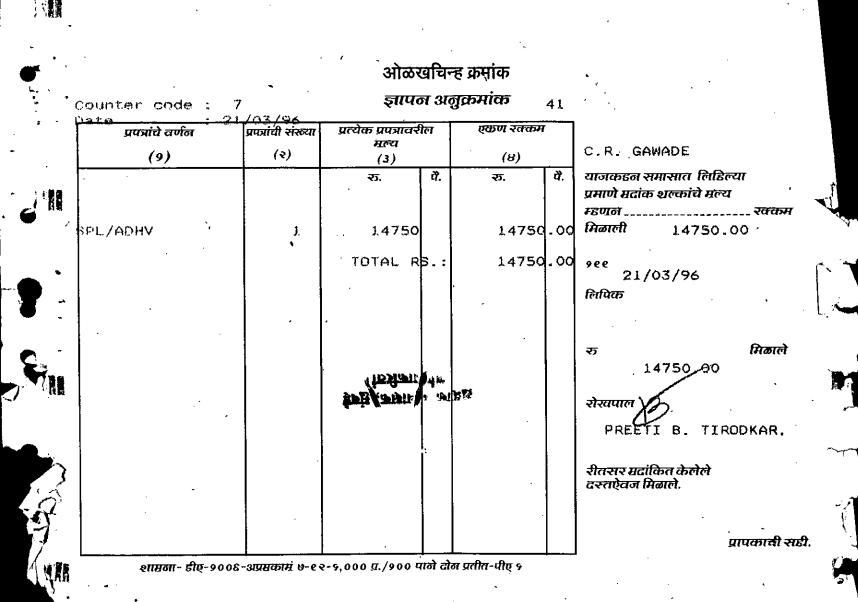
Bhandup Kokarinagai Br.

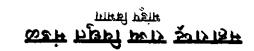
Br Manager

For Dattatraya Maharaj Katambe Yaoli Sah. Bank Lid.

विशेष-सदांक ९६ म.

शा. आ., म. दि. क्र. ९८६१, दि. ३१-८-९५







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BLOCK NO D 403 CHANDRAKANT R GAWDE

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याहकास बिल विलब आकार भएग्यांचा ज आई. (१०) बिल मिळले नसल्पाम माहेमान भामच्य ही साम सितेक माधावा विल मिळाले नही या मुबबोखाली टपालाने पाठवल्यास अथवा आपक सर्क जामा,कर क्याजा परामध्य संसर्था से वेकच्या माग आपला प्राहक क्रमांक नमूद करणे आवश्यक म्स विक्र मिस्सिस नाइ वर गाहकाने मिभागीय कार्यालयात चोकशी करावी (९) चेक मपूर करणे आवश्यक आहे (८) एख 就 💽 १ मध्ये\* अशी खूण दाखविलेली रक्तम किर्मान के सिंह अकार महे हुन प्रकार महार करनेवेळी यहक क्रमांक व मोटर क्रमांक कायास्तयास खरित कळविणे. (भ) वर निर्दिष्ठ केलेले. संसर्ध संसर्ध (३) होहि सार्धा बिलासाठीव लागू आहे. (६) संभ क्रमल मागोल बिल व त्याची पावती सेखपालास (कॉशऊंस), दाखवीवी, कर्स (४) वर निर्दिष्ट केलेल्या पत्यामध्ये काही फेरफार असल्यास या दिनोकानेतर मागील विलायी रक्तम भरली असेल आणि ती बॉर्की स्थान्या बालू बिलात दाखवली असेल तर मध्याचे बिल भरताना मर्राजासारी दिलेली पावती चेकची वसुली (चेक वेटल्यानेतर) झाल्यासच लागू होईल ( ग्राह्म धरण्यात येहेल) ( ३ ) बिल भरण्याच्या ओंतम संदर्भा :(४) सदर ख़िसामा मरता। मागुस बार्येस भर्मेंद कुलल्ता महरूप्रला आहार्कप मरता। कृदावरन करतवाय राखा (२) चेक द्वारा केलेल्या

AD3 + U129 214 SIINO 009 01 107 ¥03 + 0/53 S9£ ٤£ 1 SIING 000 D1 101 (2 AD3 + U/29 071 1 1) FIRST 100 UNITS ∀03 + 0/63 S4 SLABS FOR CONSUMPTION MORE THAN 100 UNITS (BI-MOWTHLY) KACHINOW-IG) SIINO OOI DIGO NOILGWOSNOC V04 + 0/54 09 : 26/20/ मुख्य अभियत्ता 10 NDA + 301753743 237874 10 NDA + 301753743 23787 साय दिवसाय मरत्यी पाहिन्द्रे अन्त्रधा दाव, कांतदा १९१० व्या कत्यम २४(४) सारासः या विलामध्ये दर्शविलेली, थकवीसांची स्वक्रम हे विल मिळाल्यापासून AD11494- TON-BD110N

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		• • •	असलेले दिवे, पंखे, प्रीफ्रन्येरसी, हिरसी, लहान , कुरूसी, रेडीओ,
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NEW SAINATH APARTMENTS CO.OP. HOUSING SOCIETY LTD. (REGN. NO. BOM (W-S) - HSG - (TS) - 2569 OF 1987-88) TEMBHI PADA ROAD, BHANDUP (WEST), MUMBAI - 400 078. Date: 26-08-2004 200H/ast Ref. No. 2-9 shri Chanchakant & leawcke, shri Hemchaneba R. leawde, New Samath Appet Co-op. Hg. Dejety LTD. Bhandup (u) mumbai - 400078. TO WHOMSDEVER IT MAY CONCERN This is to certify that we as a society - Flat No.-D/HO3, in the Name of chandrakant R. leawde &-Hemchandba & leande adme asuring 550 SE. ft. (Built up free) in the Building known as New sainath Appretments, co-op. Housing Society LTD, by an Agree-ment ofted. 21/03/1996 are registered with the Registrar of Assurances at Kurla on Atd. 07/06/1996, The above confirmation made by me is true &mambai. correct. SÈCRETARY NEW SAINATH APTS.

CO-OP. HSG, SOCIETY LTD.

## NEW SAINATH APARTMENTS CO-OPERATIVE HOUSING SOCIETY LTD.

(Regd. No. Bom/Ws/Hsg/TC 2569 of 1969 of 1987-88)

Survey No. 128 (Part) C. T. S. No 44 (Part), Tembipada Road, Bhandup (West), Mumbai-400 078.

RECEIPT No. 707 Date: <u>30 6/6/4</u>	
RECEIVED From Mr./Mrs. C-R. KH.R. Gawde	
11/Spop No. 2/403 the sum of Rupees Scren hundred -	
nincht oxly.	
by Cash / Cheque No. 6771745 Dated 23/6(2004 of Indi	
as part / full payment of bill No_15850 Dated Dated	<del></del>
Bill amount Rs. 7901-	
790/	
Balance Rs.	
TSI A D	
Treasurer / Secretary	

Receipt valid subject to realisation of Cheque

## W SAINATH APARTMENTS CO.OP. HOUSING SOCIETY LTD.

(REGN. NO. BOM (W-S) - HSG - (TS) - 2569 OF 1987-88)

TEMBHI PADA ROAD, BHANDUP (WEST), MUMBAI - 400 078.

Ref. No.

Date :

Date: 2<sup>nd</sup> May, 2011

To, The Relationship Manager (III) State Bank of India. Industrial Finance Branch, Mumbai. "The Arcade", 2 nd floor World Trade Centre, Cuff Parade, Colaba. Mumbai - 400005.

Dear Sir

As per request of our member Mr. Chandrakant R. Gawade and Mr. Hemchandra R. Gawade. We have noted lien on 02/05/2011 as mortgage on flat no. D/403, 4<sup>th</sup> floor, New Sainath co-0p Hsg society Ltd, T.P. Road, Bhandup(West), Mumbai – 400 078 owned by Mr. Chandrakant R. Gawade and Mr. Hemchandra R. Gawade and State Bank of India, Industrial Finance Branch, Colaba. Mumbai - 400006 is lien holder as per society record.

Thanking You.

Yours Faithfully,

New Sainath co-op Hsg.Soc.Ltd

Martap

SECRETARY NEW SAINATH APTS, 60-09, HSG, SOCIETY LTD. Hon. Chairman/ Hon. Secretary



10 80 τF नोदणी ६३ म. इ. Regn. 63 m. e. ENERUIPE SEX-No. II दिनांक Date of गऱ्या पक्षकाराचे नाव व संपूर्ण न्यायालयाचा हुकुमनामा किंवा बाजारभावाप्रमाणे बानारमावाप्रमाणे शेरा. वादीचे नाव व संपूर्ण पत्ता কন্তন अनुक्रमांक, खंड व पृष्ठ नोंदणी फी नोदणीचा मुद्रांक शुल्क Remarks. ming party or in case of a दिल्याचा Registration Serial No., Volume and Stamp Duty paid on **Registration Fee** of Civil Court, of Plaintiff Execution paid on Market Page Market Value betailed address Value ٢ - - Ę 9 g ęъ 22 १२ 9300 986 40/ EE 4540 243 9216 হাৰমীষ্ট प्रजान वर्द23 ee ero 1 मावड মতন . 6 नी लिहिला an नी वाचला री रुजवात घेत्रकी নুর্জা 🗕 दुव्यम নিঃশান Ε. मंहई उपनगर जिल्हा. रनाइ ति গীদ đ गांना त्यांचे ता. 3.9. . दिर्ल नथी स नक्शल 09 D 0 <u>क्रुवी−स</u> ধন্য, र्वई জিল্লা 99/2008 • í

## NDEX No. II

# नोंदणी ६३ म. इं. Regn. 63 m.e.

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## सूची क. दोन

	विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव ( भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार देतो ते नमूद करावे ) Nature of deed, consideration and market value ( in case of lease, state whether lessor or lessee pays assessment ) १	भू-मापन, पोटहिस्सा व घर क्रमांक ( असल्यास ) Survey, Sub-	क्षेत्र	াদ্যক্ত rea ·	आकारणी जुढी देण्या असेल दे Assessm Judi wher	तयेत विद्ता ent or	दस्तऐवज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता Name of the executing party or in case of a Decree or Order of Civil Court, of Defendant and Detailed address	दस्तऐवज क पत्ता किंवा किं आदेश अस Name of u Decree or
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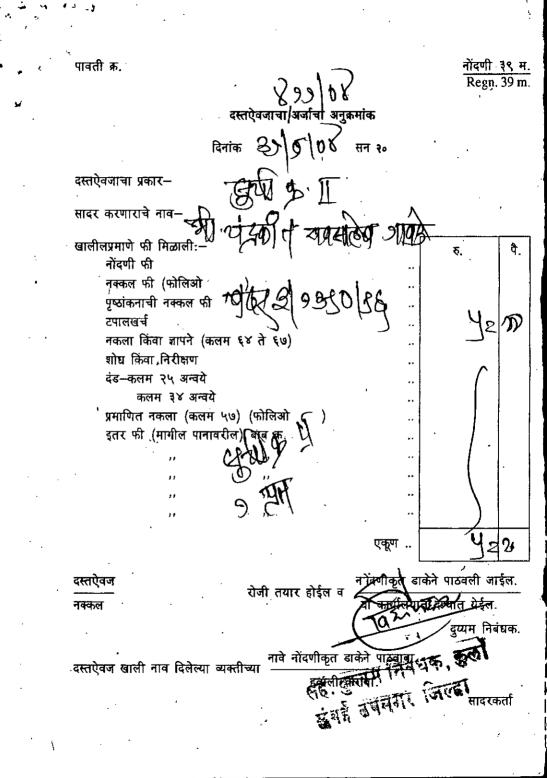
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ये. का. मु.- ५,००,०००,-२-२००२ जेवेल जेव\* (ईवे) २४२

नो. म. पुणे. क. अभिलेख नींदणी/६३ मई/२०६९, दि. १८-१-७३ व

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विलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव भू-मापन, पोटहिस्सा दस्तऐवज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण दस्त आकारणी किंवा (भाडेपट्ट्याच्या बाबतीत व घर क्रमांक, जुडी देण्यात येत पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा पत्ता पट्टाकार आकारणी देतो की ( असल्यास ) असेल तेव्हा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता क्षेत्रफळ आरे पट्टेदार देतों ते नमूद करावे ) Survey, Sub-Name of the executing party or in case of a Area Assessment or Name of the cla Nature of deed, Division Judi when given Decree or Order of Civil Court, of Defendant consideration and market Decree or Order value ( in case of lease, and House No. and Detailed address and 1 state whether lessor or (if any) lessee pays assessment ) ۲ Ł Le २ **д.**]Н. 9.P. आ.A. ₹.Rs. **Urm**2 असाइः Ganalin धद्भा চ০হ त. भावड डा फलट 000 Ka erenir সগ Ô ଖ୍ନ বাৰ্মান্ট ধাহলাথ पार 2 ק ELAND ममा 0 रा हिदा **X** ς 9.6 বে 61 <u> (</u> Ś 9 শ্বে ᠇ 9 D 1 11 ÷) . 1 4 11 5 ÷. 1 I a



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- ११. परिचारिका किंवा स्त्री परिचाराची सेवा.
- १२. न्युन झाकारित फीची वसुली.
- १३. जड संग्रहाच्या वस्त्रेच्या विकीचे उत्पन्त.
- १४. विलेख इ. च्या नक्ला पाठविष्णाचा टपाल खर्च.
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गादणा भा सकल भी (फोलिओ) ) प्रिंह जा .... एखांकनाची नक्कल भी रपालखर्च सकला किवा ज्ञापने (कलम ६४ ते ६७)ग्राज). 977 , 972 नकला किवा जापने (कलम ६४ ते ६७)ग्राज). 977 , 975 नकला किवा निर्धाय JOD E 3 ---:फिर्फिमी सि गिमरलिजिछ 4114 45011514 414- CATED 243 AM 410 or FASOLS APE Ring રાસોપ્રેસ્વાના\પ્રચાના સનુમ્પ્રાંસ 🖉 🖓

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दुव्यम निर्वेधक

## NEW SAINATH APARTMENTS CO-OPERATIVE HOUSING SOCIETY LTD.

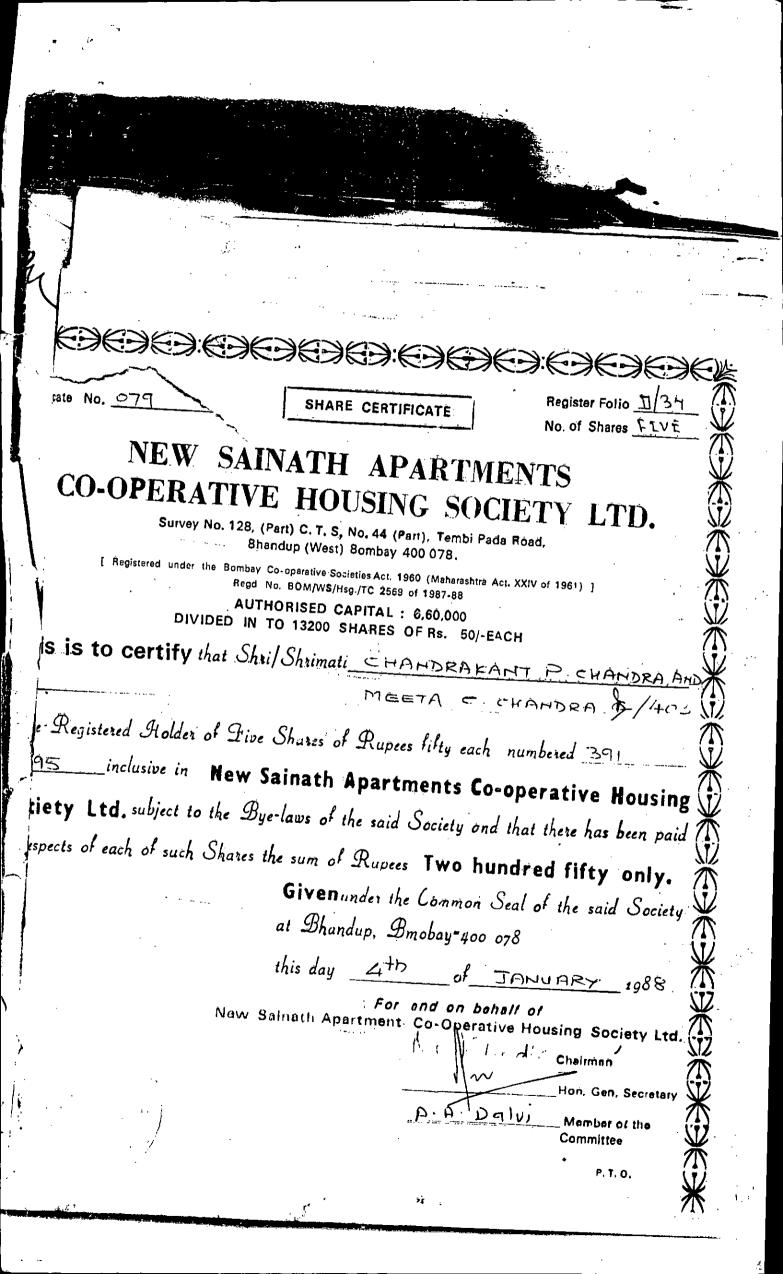
( Regd. No. Bom/Ws/Hsg/TC 2569 of 1969 of 1987-88 )

Survey No. 128 (Part) C. T. S. No 44 (Part), Tembipada Road, Bhandup (West), Mumbai-400 078.

Date		BILL FOR THE MONTH OF July 2.026 Area						
BILL No:015930				Mr / MrsC	Mr/Mrs. C.R. Koli R. Gawde.			
PARTIC	ULA	RS		Rs.	P.			
1) Municipal Taxes		•••••		198	-	· · ·		
2) Water Charges	•			200	1 1	N. B.		
3) Maintenance Charges				35	-			
4) sinking Fund		•	;	122		1) All the Dues of the month should be paid on or		
5) Car/ Scooter Parking			]	60		before 15th of the said month, otherwise 18%		
6) Insurance Premium				115	4 4	Interest will be recovered from members.		
7) Service Charges	•••		]	60				
8) N. A. Tax		•••				2) Excess Amount Charged if any on the bill will be		
9) Additional Charges						adjusted in the next month's Bill.		
10) Other's	•••	•••	•••		$\triangleright$			
		Bill	Amount	790		Notice : Please take Notice that Rs		
Arrears Payable			-	mentioned in thir bill (B. F.) is standing due on your Account.				
Interest (Please Pay By Cheque) Grand Total								-
			790					
Prepared by	1			Checked	by.	Vreasurer Hon/Secretary		

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Memorandum of the transfers of the within mentioned Shares

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Date of Transfer	Transfer No.	Share Regd. No.	Name of Transferse(s)
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Chairman

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## Hon. Secretary

## Committee Mem

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नोंदणी ३९ म. Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक 20/90/98 # 20 9 (200 /2 दिनांक दस्तऐवजाचा प्रकार-त्रोंग of al. Main miss सादर करणाराचे नाव-खालीलप्रमाणे फी मिळाली:-đ. ₹: नोंदणी फी 6ye নক্কর फी (फोलिओ JID - 312C पृष्ठांकनाची नक्कल फी टपालचर्च नकला किंवा ज्ञापने (कलम ६४ ते ६७) शोध किंवा निरीक्षण दंड--कलम २५ अन्वये कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (फोलिजे इतर फी (मागील पानावरील) बाब क. 51 gery 1 203 . . एकूण . नोंदणीकृत डाकेने पाठवली जाईल. दस्तऐवज रोजी तयार होईल या कार्यालगा के सह जिल्हा निबंधक चर्न र, सिर्फ स त येईल. नक्कल दुप्यम निबंधक. मुंबई ठपनगर जिल्हा. नावे नोंदणीकृतें हाकेने पाठवावा. दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या हवाली करावाः सादरकर्ता

ये,का.मु.=५,००० पु. (१०० पानी)- १९-२ं०१३-पीए ४\*- (ईए) १५९

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ARTICLES OF AGREEMENT made at Bombay this \_\_\_\_\_\_ day of <u>Augulost</u> in the Christian Year One Thousand Nine Hundred and Eighty <u>Four</u> BETWEEN Messrs SAINATH CONSTRUCTION COMPANY a partnership Firm doing business as Builders with Office at 6, Abhilasha Apartments, Jangal Mangal Road, Bhandup Bombay-400 078 hereinafter called "THE BUILDERS" (which expression shall unless repugnant to the context or meaning theraof mean and include the partners for the time being constituting the said Firm M/s. Sainath Construction Company, their Survivors or Survivor, their his/her, heirs, executors administrators and assigns) of The One Part AND Shri/Srit. <u>Dr. Chamara Korne</u> <u>Deura Chamara</u> (which expression shall unless repugnant to the context or meaning thereof mean and include his/her, heirs, executors and administrators) of The Other Part.

WHEREAS Shri. Harihar Madan Raut, Sou Sushila Harihar Raut, Shri Dilip Harihar Raut, Shri Vijay Harihar Raut and Kumari Usha Harihar Raut (hereinafter collectively referred to as The Original Owners) are seized and possess of or otherwise well and sufficiently antitled to a piece of land with the structures thereon, situate at Tembhi Pada Road, Bhandup, Bombay-400078 and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to us The said Property )

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AND WHEREAS by the Agreement for sale dated 18/19th October 1978, made between the Original Owners (harein called The Vendors) and Shri Bhupatrai Ratilal Parekh, the Original Owners agreed to sell to the said Bhupatrai Retilal Parekh and the said Shri Bhupatrai Ratilal Parekh agreed to purchase from the Original Dwners the said property for the price and on the terms and conditions therein stated. AND WHEREAS the said property is the subject matter of High Court Suit No. 1363 of 1977 and the Court Receiver has been appointed by the Honourable Court of the said Property in the said Suit. AND form sim parties ŵ

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AND WHEREAS by the Order dated 4th November 1981 made in the said High Court Suit No. 1363 of 1977 in the High Court of Judicature at Bombay the Court Receiver High Court Bombay is directed by the Honourable Court to complete the sale of the said property in favour of the said Shri Bhupatrai Ratilal Parekh or his nominee/s for the price tharein mentioned.

AND WHEREAS by the Agreement for Development dated 30th November 1980 made between the said Shri Bhupatrai Ratilai Parekh (therein called The Owner) of the Dne Part and Builders herein (therein called The Developers) of the other, the Builders agreed to develop the said property for the consideration and on the terms and conditions therein stated.

AND WHEREAS with a view to develop the said property by erecting a building consisting of ground and upper floors after demolishing existing structures therein the Builders got the plan and specifications prepared from the Architects Messrs. Gaitonde Bhavsar & Associates and approved from the Municipal Authorities under No. CE/4287/BPE\$/A/N dated 7-9-1982.

AND WHEREAS the Builders have/taken over possession of the property for development under the hereinabove recited Agreement for bright ment and commenced the construction work according to the said plan and to specifications approved by the Municipal Authorities

AND WHEREAS the title of the Owners to the Mind more pricularly described in the Schedule hereunder written has been investigated by Shri Kamalakar Dhundiraj Vaidya, B.A.,B. Com., L.B. Advocete High Court who has given to the Builders his Certificete of Life to copy whereof is needed annexed and marked EXHIBIT 'A'.

**在 浦川** 

AND WHEREAS the Purchaser has taken inspection of herein recited Agreements, plans, specifications and all the Title Decids of the Owners and has satisfied himself/herself about the title of the Owners to the land more particularly described in the Schedule hereunder written and the Purchaser shall not be entitled to further investigation of the title of the Owners or to meke any requisitions or to raise any objection with regard to any other matters relating thereto.

AND WHEREAS the Purcheser has also taken inspection of all other relevant documents such as the Contracts with Architects and Contractors Sub-Contractors etc., mentioned in the Rules of the Maharashtra Ownership Flats Act and Rules thereunder.

AND WHEREAS the Builders are entering into separate Agreements in form similar in all respect to this Agreement with several other persons and parties who may agree to take up flats/shops and garages in the same building on Ownership basis on similar terms and conditions as are, herein contained except and subject to such modifications as may be necessary or considered desirable or proper by the Builders with a view ultimately that the Purchasers of all the premises in the said building shall form themselves into a Co-Operative Housing Society under the Maharashtra Co-Operative Societies Act 1960, or a Limited Company under the Companies Act 1966 as the case may be.

AND WHEREAS it has been agreed by and between the parties hereto that if one or more of such premises are not taken or acquired by any person other than the Builders at the time when the said building is ready for occupation, the Builders will be deemed to be the Owners thereof until such time as the said remaining premises are agreed to be sold by the Builders to any other person or party as they may deem fit,

NOW IT IS HEREBY AGREEMENT BY AND BETWEEN THE PARTIES

1. The builders shall construct a bnilding to be known as SAINATH SAFIMENT concisting of ground and four upper floors as par the plan, designs description prepared by the Architects Messrs. Gaitonde Bhavsar & Sciates and sanctioned by the Municipal Corporation of Greater Bombay pies where of have been kept by the Builders at their place of business at Abhilasha Apartments, Jangal Mangal Road. Bhandup, Bombay 400 07B and ich the Purchaser has approved and has also agreed that the Builders may ke such variations therein as may be required tobe done by the Government unicipal Corporation of Greater Bombay or any other local authority.

2) The Builders agree to sale and the Purchaser agrees to purchase the d Premises being Flat Shop, Garage No. 2403 on the 2014 floor of the said iding as seen and approved by the Purchaser with Such variations and diffications as may be necessary as per the plan a copy whereof is, hereto hered and marked Exhibit 'B' at or for the lump sum price of Rs. 2045222/pees Care lack of the said premises is about free function of the said premises is about free function of the said premises is about free function of the said premises is about free functions. The said mises contain the amenities a list Whereof is hereto annexed and marked and marked and marked and the said premises a list Whereof is hereto annexed and marked and marked mises contain the amenities a list Whereof is hereto annexed and marked marked and mark

3) The Purchaser agrees to pay the consideration for the purchase of the said premises as shown below : 月 建正式

(a) Rs. 10000/. App. 10% of the total cost shall be paid as Earnest Money or a deposit on or before the execution of this Agreement ( the payment and receipt whereof the Builders do admit and acknowledge).

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- Rs. \_\_\_\_App. 10% of the total cost shall be paid on or (b) before the casting of the first siab.
- Rs. 10000/- App. 10% of the total cost shall be paid on or (c) before the casting of the second slab.
- 10 000 f- App. 10% of the total cost shall be paid on or · (d) Rs. before the casting of the third slab.
  - 10 07:0/- App. 10% of the total cost shall be paid on or (e) Rs. before the casting of the fourth slab,
  - (f) Rs. 16 or App. 10% of the total cost shall be paid on or before the casting of the Fifth slab.
  - (g) Rs. 10 cov/ App. 10 % of the total cost shall be paid on or before the brick masonry work is completed.
  - (h) Rs. 100001 App. 10% of the total cost shall be paid before completion of the plastering work.
  - Rs. \_\_\_\_\_App. 10% of the total cost shall be paid on or pefore the tiling work is complated.
  - (j) Rs. 145007- App. the balance amount of 10% within 15 days from the date on which a notice is issued to the Purchaser by the 2日: Builders offering Possession of the said premises.

4) The Purchaser DOTH convenants with the Builders that the Purchaser shall duly and punctually pay the above mentioned instalments within the period stipulated hereinabove time being the essence of the contract. On failure of payment of any of the said instalments as aforesaid or any breach being committed by the Purchaser of the terms and condition hereinabove mentioned. or non-observance thereof this Agreement shall at the option of the Builders Come to an end and all the amounts paid by the Purchaser shall stand for feited and the Purchaser shall have no claim against the Builders or the said premises.

5) Without prejudice to all other rights under this Agreement and or any law of the Builders the Purchaser shall liable to pay interest at the rate of 15 percent per annum on all emounts Which shall remain due and outstanding after the period of seven days from the date of their becoming due.

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or any 1 of 15 Inding 6) (a) The possession of the said premises shall be given by the Builders to the Purchaser after the said building is ready for use and occupation and the Building occupation Certificate shall have been obtained from the Municipal Corporation of Greater Bombay or other relevant authority or Body or public Authority Subject to the provisions of Sub-Clauses (B) and (C) hareof, the Builders shall give possession of the said premises to the purchaser on or before 30th June 1985. The Purchaser shall within seven days of the receipt by him of the written Notice from the Builders that the said premises are ready for use and occupation and that the building Occupation Certificate has been obtained, take possession of the said premises.

(b) The Purchaser shall be entitled of take possession of the said premises op contemplated in sub-Clause (a) hereinabove only if he has duly observed and performed all the obligation and stipulations contained in this Agreement and on his part to be observed and performed and has also duly paid to the Builders all and whatsoever the amounts payable by him under the Agreement.

(c) Notwithstanding any thing contained in this Agreement or in this clause the Builders shall not incur any liability if they are unable to deliver premises on or before 30th June 1985 if the completion of the said building is delayed by reason of non-availability of steel or cement or on account of civil commotion riot or any act of of God or on account of any notice order rule or notification of the Government and / or any other public body or authority or on account of withholding or delay In the grant of building occupation or sanction by the Government, the Municipal Corporation of Greater frambay and or any such other or similar public body or authority.

(i) If for any reason the Builders are unable or fail to give possession of the baid premises to the Purchaser within the time stipulated in clause No. 6 above, or within such extended time as may be agreed between the parties between the purchaser shall be entitled to give notice to the Builders termibeing this Agreement in which event the Builders within four weeks from the fuceipt of such notice, refund the Purchaser the aforesaid amount of deposit and such further amounts if any that might have been received by the Builders from the Furchaser as instalment in part payment in respect of the said premises with Interest at the rate of 9 perceut per annum and thereafter neither party shall have any claim against the other in respect of the said premises or arising out of this Agreement.

Upon possession of the said premises being delivered to the purchaser, he shall be entitled for use and occupation on of the said premises and thereafter, he shall have no claim against the Builders as to any defect in any item of work or construction of the said premises.

9) The Purchaser shall after expiry of a period of 15 days after the roceipt by the Purchaser of the Notice from the Builders thet the said premises are ready for use and occupation be liable to bear and pay all local municipal texes and charges for the electricity and other services end outgoing payable in respect of the premises as provided in Glause No, 19 hereto,

10) Nothing contained in this Agreement shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said land or building or any pert thereof, such conferment to take place only upon the execution of the Conveyance and or such other document as is necessary to a Limited Company or a Co-oparative Society or incorporated body to be formed of the Purchesers of various premises in the said building as herainafter stated.

11) The purchaser shall have no claim save and except in respect of a particular premises hereby agreed to be acquired by him and that all open spaces, lobbies, stair-ceses, terraces ect. will remain the property of the Builders until the whole property is transferred to the proposed Limited Company or a Co-operative Society or an incorporated Body hereinafter mentioned but subject to the rights of the Builders as herein Stated.

12) The Builders shall have the right to make additions, alterations, raise, stories or put additional structures at any time as may be permitted by the municipality and other Competent Authorities. Such additions, alterations, Structures and stories will be the sole property of the Builders who will be entilted to dispose it off in any way they choose and the Purchaser hereby consents to the same.

13) Provided that the Builders do not in any way, effect or prejudice the right hereby granted in tavour of the purchaser in respect of the premises agreed to be purchased by the purchaser the Builders shall be at liberty to statistic assign, mortage or otherwise deal with or dispose off their right, statistic interest in the said land hereditaments and premises and the building bone of ction and hereafter to be constructed thereon

14) As soon as the building is notified by the Builders as complete each of the premises holders (including purchaser) shall pay the respective balance is of the price payable by them within 15 (fifteen) days of such notice served individuelly or put up at some prominent place in the said building. If any of the premises holders fails to pay the said arreers as aforesaid, the builders will be entitled to forfeit the amounts previously paid by such defaulting premises is provide the builders.

15) Under no circumstances, the purchaser shall be entitled to take possession of the said premises unless end until all payments required to be made under this Agreement by the purchaser have been made to the Builders.

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16) The Builders shall in respect of any amount payable by the Purchaser under the terms and conditions of the Agreement herain, will have a first lein and charge on the said premises agreed to be acquired by the Purchaser.

17) The Purchaser from the date of receipt by him of the notice from the Builders to take possession of the said premises regulary pay every month provisional amount of Rs. 100-00 towards the Non-Agricultural Assessment, property taxes of Municipal Corporation of Greater Bombay and all out-goings, expenses and maintenance charges in respect of the said

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building The Purchaser has paid this day a sum of Rs. 2751/- (Rupees Two Thousand seven Hundred and fifty one only) (inclusive of Rs. 251/- of the share capital and entrance fee of the Society to be formed) to meet the Charges of non-Agricultural Assessment property taxes till handeing over possession of the said premises to the purchaser and all other outgoings, expenses and maintenance charges, cost of bore-well. office room, permanent deposits of water meters electricity meters and charges of forming and registration of the Co-operative Housing Society coming to the share of the said premises.

18) In case any security or other deposit is demanded either by the Municipal Corporation of Greater Bombay or the Maharashtra State Electricity Board for the purpose of giving water, electric connection to the said building or any other deposit demanded by any other local body or Authority, the purchaser shall contribute proportionately as determined by the Builders immediately on notice being given by the Builders to the Purchaser calling upon the Purchaser to contribute towers the security deposit as mentioned above.

19) So long as each premises of the said building shall not be separately assessed for Municipal taxes or water charges, the Purchaser shall pay the proportionete share of the water charges and property taxes assessed on the whole building such proportion will be determined by the Builders on the besis of the area of each premises in the said building.

20) The Purchaser hereby agrees that in the event of any amount by way of the premium to the Municipality or to the State Government or betterment charges or development tax or any other tax or payment of a similar nature becoming payable by the Builders the same shall be reimbursed by the Purchaser to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Builders shall be conclusive and binding upon the purchaser.

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21) The Purchaser shall maintain at his own cost the premises agreed to be acquired by him in the same good condition, state and order in which it is delivered to him and shall abide by all bye-laws rules and regulations of the Government. Maherashtra State Electricity Board or any other authorities and local bodies as also shall observe and perform the covenants, conditions of the said indenture of conveyance and shall attend and answar and be responsible for all actions. violation of any of the conditions or rules and bye-law and shall observe and perform all the terms and conditions contained in this Agreement

22) The Purchaser hereby covenants with the Builders to pay all the amounts required to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and the convenants to be executed in favour of the Co-Operative Housing Society or incorporated body in respect of the said piece or parcel of land more particularly described in the Schedule hereunder written and the building thereon and to keep the building indemnified against the said payments and obsarvance and performance of the said covenants and conditions except so far es the same are to be observed by the Builders.

23) The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society or Association of Appartment owners, or Limited Company or incorporated body to be formed in the manner hereinafter appearing and also from time to time sign and execute the application, for registration other papers and documents necessary for the formation and registration of the Seciety or Limited Company or Association of Appartment owners or an incorporated Body including the bye-laws of the proposed Soclety and duly fill in sign and return within ten days of the same being forwarded by the Builders to the Purchaser No objection shall be taken by the Purchaser if charges or modifications are made in the draft bye-laws as may be required by the Register of Co-operative Societies or other Competent Authority The Purchaser shall be bound from time to time to sign all papers and documents and to do all other things as the Builders may require him to do from time to time for safeguarding the interests of the Builders and all other Purchasers of the premises of the said building Failure to comply with the provisions of these things will render this Agreement ipso-facto to come to an end and the Earnest Money and other monies peid by the Purchasers shall stand forfeited to the Builders,

24) The Purchaser hereby covenants to keep the said premises as well as its all the partition walls, sewers, drains, pipes and appurtenances thereto in good tenantable repairs and good condition and in particular, so as to support. Shalter and protect all the parts of the building.

25) The Purchaser shall not let sub-let, sell, transfer, convey, mortgage, charge or in any way, encumber or dear with or dispose off the said flat, assign underlet or part with interest under or the banefit of this Agreement or any part thereof, till all the dues of whatsoaver nature owing to the Builders are fully paid and only if the Purchaser has not made any breach or noncompliance of any of the terms and conditions of this Agreement and until he obtains previous Stallpermit th ouilding. consent to do so in writing of the Builders 1

26) The Purchaser shall permit the Builders and their Surveyors or agonts anisthe r body to t with or without workmen and others at all rassonable time to entersine and upon the said premises or any part thereof to view, examine the estate and condition thereof and to make good within a reasonable time of giving of such the the notice in writing by the Builders to the Purchaser any breach or repair required 34) to be effected.

27) The Purchaser shall parmit the Builders their Surveyors and their agents with or Without workmen and other at all reasonable time to enter in to and upon the said premises or any Part thereof for the purpose of repairing any part of the building and for the purpose of making, repairing manufacturing, re-building, cleaning Laying and keeping in order and good condition all services, drains, pipes, cables water covers, gutters, wires, structures end other conventences belonging to or serving or used for the said building and also for the purpose of laying down maintaining and repairing and testing drainage and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water and/or electricity to the premises in respect whereof the Purchaser or the occupier of any other premises at the casa may be shall have made default in paying his shara of water charges and electricity charges.

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28) The purchaser shall not use the premises or permit the same to be used or any purpose whatsoever other than for the purpose for which it is sold not for any purpose which may be likely to cause nuisance or annoyance o occupiers of the neighbouring properties nor for any illegal or immoral burboses

29) The purchaser will not at any time demolish the premises or any part hereof agreed to be taken by him, nor will be at any time make or caused to be nade eny additions or alterations of whatever nature to the Isaid premises or ny part thereof. The Purchaser shall not permit the closing of the Verandahs or ounges or balconies or make any alterations in the elevation and put aside olour scheme of the premises to be acquired by him.

30) After the possession of the premises is handed over to the purchaser if any additions or alterations in or about or relating to the said premises are hereafter required to be carried out by the Government, Municipality or any other Statutory Authority, the same shall be carried out by the purchaser in so-operation with the purchasers of the other premises in the said building at heir own costs and the Builders shall not in any manner be liable or responsible for the same.

31) The Purchaser shall not do or permit to be done any other act or thing which may render void or voidable any insurance of any premiser or any part of the said building or cause any increased premium to be payable in espect thereof.

32) The purchaser shall not throw dirt, rubbish rags or other refuse or passifipermit the same to be thrown in the compound or in any portion of the building.

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oragents 3) The said building shall always be known a "SAINATH APARTMENTS" r, into and and state and s anothe name of the Co-operative Society or Limited company or incorporated body to be fromed shall bear the same and this name shall not be changed g of such the written permission of the builders. r required

> 34). After the building is completely ready and fit for occupation and after the Society or Cimited company or incorporated body is registered and only after all the premises in the said building have been sold and disposed off by the Builders and after the Builders have received all dues payable to them under the terms of the Agreement with various premises holders the Builders will. execute a Deed of Conveyance and or other document in favour of a Co-operative Society Limited Company or an Incorporated body.

35) In the event of the Society or Limited Company or incorporated body being formed and registered before the sale and disposal by the Builders of ell the premises in the said building the powers and authority of the Society so formed or of the Purchaser and other Purchaser of premises in the said building shall be subject to the overall control of the Builders in respect of any of the matters, covering the said building the contruction and completion thereof and

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all amonitias appurataining to the same and in particular the Builders shall have absolute authority and cotrol as regards any unsold premises of whice the Agreements are cancelled at any stage for some reason or other and the Builders have the absolute authority regarding the disposal thereof.

36) Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time, to the Purchaser shall not be construed as awaiver on the part of the Builders of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nonshall the same in any manner prejudice the rights of the Builders.

37) All letter, receipts and/or notices issued by the Builders despatched Under Certificate of posting to the address known to them of the Purchaser will be the sufficient proof of receipt of the same by the Purchaser and shall evantually discharge the Builders. For this purpose, the Purchaser has given the following address :-

Shrilson. Do chandrakant P. chanoes 10. Kaushar Lang S. M. Pond Mulimil (west), Bornbay Gurood

38) If the Purchaser neglects, omits or fails in any manner, whetsoever ta pay to the Builders any of the amounts due; and payable by the Purchaser under the Tarms and condition of this Agreement (whather before or efter the delivery of the possession) within the time herein specified or if the Purcheser shall in any other way fail to perform or observe any of the covenants and Stipulations on his part herein contained or referred to, the Builders shall be. entitled to re-entar and resume possassion of the said premises and of everything to whatsoever therein contained and this Agreement shall cause and stand terminated and the Earnest Monsy and other amounts already paid by the Purchaser to the Builders shall stand absolutely forfeited to the Builders and the purchaser shall have no claim for refund or repayment of the said Earnest Money and or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agrees to forfeit all his rights, title and interest in the said premises and all amounts already paid and iff such avent, the Purchaser shall be liable to be immediately ejected as trass-passer but the right given by this Clause to the Builders shall be without prejudice to any other rights, remedies and claims whatspever at law or under this Agreament of the Builders again the Purchaser.

39) The Builders shall be at liberty to sall the Flat/Flats other than that agreed to be sold to the Purchaser to any party who may use the other Flat/Flats for non-residential use in such a manner that is permissible under the Rules of Municipal Corporation of Greater Sombay and agreed upon by the Builders. The Purchaser shall not object to such permissible non-residential user end shall not complain about the same to any authorities.

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\*40) The said price of the premises is based upon the prices of basic materials of construction viz. Cement, Sand, Metal. Steel, Wood and tiles prevailing in the market as on 1st April 1983. The builders shall be entitled for increase in the said price of the said premises if the price of any of the said materials rises beyond 10% in propor ion to the increase in the price. 41) All costs charges and expenses in connection with the formation of the Co-operative Society or Limited Company or incorporated body as well as the costs of preparing, engrossing stamping and registering of the Agreement conveyance deeds, any other document or documents required to be executed by the Builders or by the Purchaser as well as the entire professional costs of the advocate in prepairing and approving all such documents shall borne by the Purchaser The amount of such costs charges and expenses payable by the Purchaser shall be paid by the Purchaser to the builders immediately on demand.

42) It is agreed that this Agreement shall be registered with the Subfrequencies at Bombay as required by Maharashtra Ownership Plats Act. The Purchaser lodge this Agreement for registration with the Sub-Registrar of Assurances and inform the Builders the Serial Number under which it has been lodged for registration to enable the Builders to appear before the Sub-Registrar and admit execution thereof. The Purchaser is requires to lodge this Agreement for registration within four months from the date hereof.

"IN WITNESS WHEREOF the Parties here to have hereunto set and subscribe their respective hands and Seals the day and year first herein-above mentioned.

#### THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land or ground admeasuring 9928 Square Yards equal to 8301 Square Metres or thereabouts of Village Kanjur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District together with the structures standing thereon and having the following details.

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SIGNED SEALED AND DELIVERED FOR SAINATH CONSTRUCTION O by the withinnamed BUILDERS Durat Messis SAINATH CONSTRUCTION PARTNE **CO**. in the presence of Brising 2 Puil ·治理研練(A) (\*\*\*\*) SIGNED SEALED AND DELIVERED by the withInnamed BUILDERS Shfi/Şmt in the presence of **RECEIVED** from the Purchaser a 7 cm sum of Rs. / 0.000/. (Rupees only) ALCUSCINOL 0121 as Earnest at stated in clause . . ...... No. 3 (a) hereinabove. VE SAY RECEIVED RUCTION CO. For SAINATH WITNESSES RTNERS 12 an instantion of the off of the state fails and the state of the state

#### EXHIBIT "C"

### BUILDING SPECIFICATIONS, FIXTURES FITTINGS,

#### AND AMENITIES.

#### SPECIFICATIONS

DOORS AND WINDOWS-All the wood work of the Doors and windows shall be from good quality teakwood. The fitting shall be of oxidised iron. The main door shall be provided with Alluminium aldrop and peep hole. A press Button for Bell and Flat Number plate shall be provided on the main door Iron, Grills shall be provided and fixed in the windows frames excluding ventilators and W. C. and Bathroom.

#### FLOORING :

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Flooring of the living room. Balcony, passage and Kitchen of grey cement marble mosaic tiles of good quality with half tile skirting shall also be provided the on the walls.

#### CHEN :

The Kitchen shall be provided with raised platform and a built in sink white gazed tiles. The Upper side of the platform shall be fixed with black Cadappa stone) with white glazed tiles of 1' above the same.

ATH AND W. C.

The flooring of bath shall be in Tandur stone and 4'-O' dado shall be of white glazed Tiles.

The flooring of W. C. and 2'-O' Dado shall be of white glazed tiles A wash Basin shall also be provided at a suitable place near the Bath and W C.

#### ELECTRICITY :

All wiring shall be of Alluminium as par I.S.I. specifications. All flats shall be provided with lighting and Domestic Main Lines. Each Flat shall be provided with Light point, Fan point and one plug point in the living and bed room, One light point in the passage and one light point for Bath and W.C. There will be one light point in common passage of each floor and one light point in each Kitchen room. One Domestic point near the bathroom. One Hit watar Geyser in Bathroom.

PLUMBING WATER SUPPLY ECT.

All the Plumbing work shall be carried out as per plan and rules and regulation of the Bombay Municipal Corporation. The Rainwater and other pipes shall be of A. C. and evary first 6'-O' length pipe from the ground shall be cast iron There shall be underground watar tanks provided with booster pumps to lift water to the Overhead storage tanks, to ensure sufficient and regular supply of water. Separate water, arrengements shall also be made (if permissible) for miacellaneous use of watar such as gardening, vehicle washing, functions etc. Every flat shell have one tap in each kitchen, Bath and W. C. and Wash Basin.

For SAINATH CONSTRUCTION CO. DUICCHEC. PARTNERS

EXHIBIT-A

Tel.: 595231

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Date 29th August 1983

Shri Harihar Madanrao Raut, his wife Sushila, Sons Dileap, Vijay and daughtar Usha ara the Dwners of the proparty describad hereinbelow. The said property is the subject mattar of High Court Suit No. 1363 of 1977 between Central Bank of India and the said H. M. Raut and Dthers. The Court Receiver High Court Bombay is eppointed as the Court Receiver of the said property by the High Court in the said Suit.

During the pendancy of the said suit, Shri B. R. Parekh agreed to purchase, tha said proparty from the said H. M. Raut and Dthers for the considerations and on the terms and conditions agreed between them by the Agreement tersale dated 18th Dctober 1978.

The sale of the said property as agreed between H. M. Raut and Dthers, of the one part and Shri B. R. Parekh of the other is sanctioned by the Court by the order dated 4th November 1981.

Shri B. R. Perekh has deposited the amount of the price of the said property agreed for with the Court Receiver.

Under the circumstances, it is certified that the title of the property described hereinbelow is clear, markateble and free from encumbrances and reasonable doubts.

## Description of Property

ALL THAT piece and parcel of land together with the structures thereon admeasuring 9928 Square Yards equal to 8301 Squares Metres or thereabout of Village Kanjur, Taluka Kurla, District Bombay Suburban, Registretion District and Sub-District of Bombay City and Bombay Suburban District with the following details.

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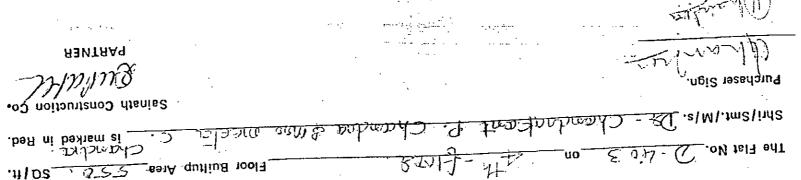
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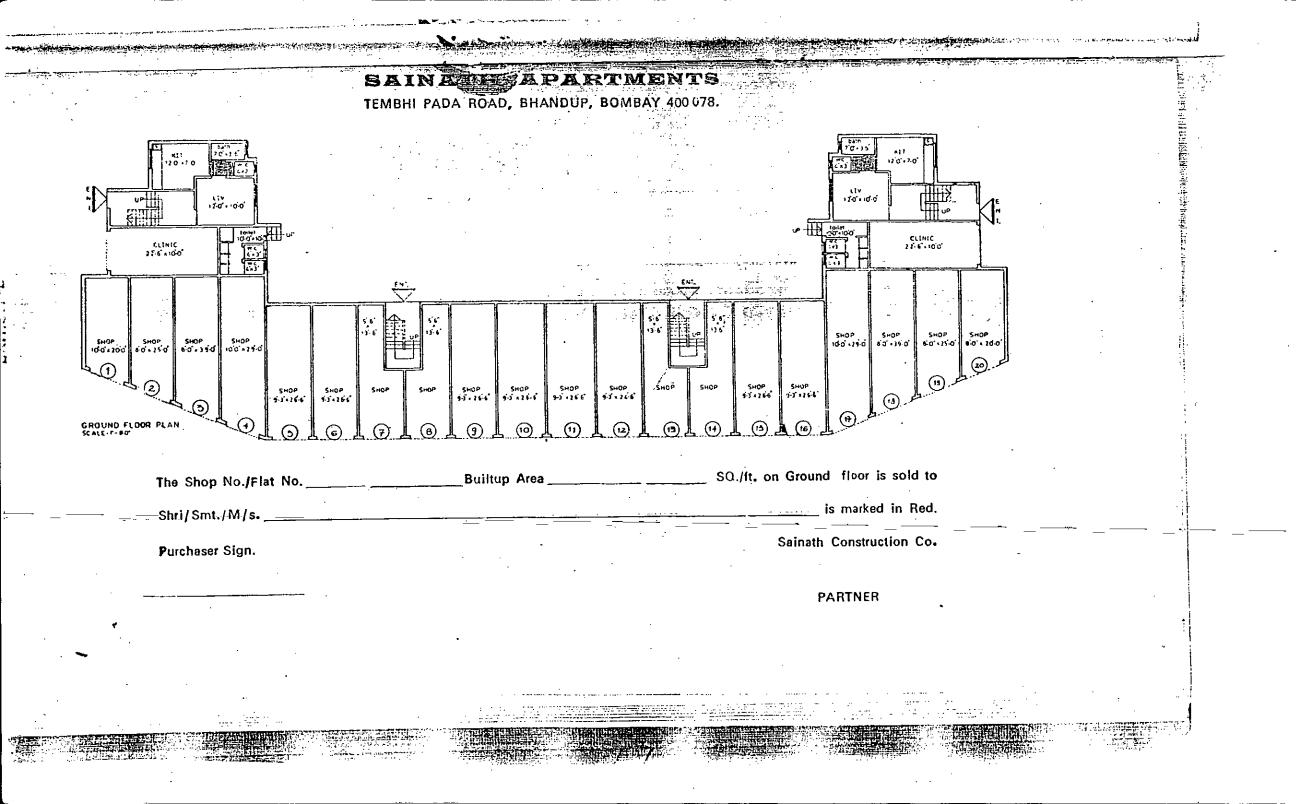
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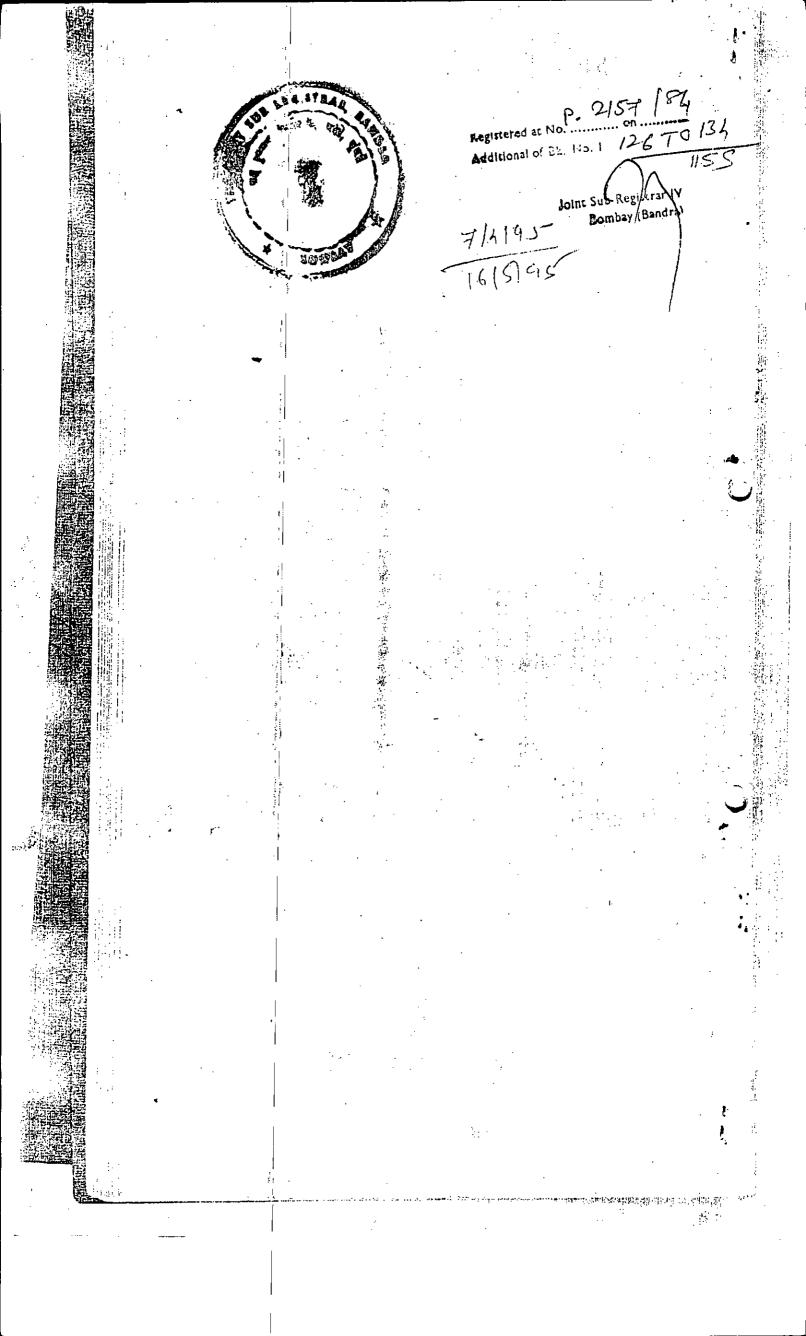
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**AGREEMENT FOR SALE** 

41876 44/0065

ARTICLES OF AGREEMENT made at Bombay this 20 4h . dav of August in the Christian Year One Thousand Nine Hundred and Eighty Fand SETWEEN Messrs SAINATH CONSTRUCTION COMPANY a partnership Firm doing business as Builders with Office at 6, Abhilasha Apartments, Jangal Mangal Road, Bhandup Bombay-400 078 hereinafter called "THE BUILDERS" ( which expression shall unless repugnant to the context or meaning thereof mean and include the partners for the time being constituting the said Firm M/s. Sainath Construction Company, their Survivors or Survivor, their his/her, heirs, executors administrators and assigns) of The One Part AND Shri/Sinh Dr. Chandra kant Purashattandas Chandras of Bombay, Indian Inhabitant, hereinatter Balter + The PURCHASER" (which expression shall unless repugnant to the context or meaning thereof mean and include his/her, heirs, executors and administrators) of The Other Part.

WHEREAS Shri. Harihar Madan Raut, Sou. Sushila Harihar Raut. Shri Dilip Harihar Raut, Shri Vijay Harihar Raut and Kumari Usha Harihar Raut (hereinafter collectively referred to as The Original Owners) are seized and possess of or otherwise well and sufficiently entitled to a piece of land with the structures thereon, situate at Tembhi Pada Road, Bhandup, Bombay-400 078 and more particularly described in the Schedule hereunder written (hereinafter for the sake of brevity referred to us ' The said Property ' )

AND WHEREAS by the Agreement for sale dated 18/19th October 1978 made between the Original Owners (herein called The Vendors) and Shri Bhupatrai Ratilal Parekh, the Original Owners agreed to sell to the said Bhupatrai Ratilal Parekh and the said Shri Bhupatrai Ratilal Parekh agreed to purchase from the Original Owners the said property for the price and on the terms and conditions therein stated.

AND WHEREAS the said property is the subject matter of High Court Suit No. 1363 of 1977 and the Court Receiver has been appointed by the Honourable Court of the said Property in the said Suit. A١

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AND WHEREAS by the Order dated 4th November 1981 made in the said High Court Suit No. 1363 of 1977 in the High Court of Judicature at Bombay the Court Receiver High Court Bombay is directed by the Honourable Court to complete the sale of the said property in favour of the said Shri Bhupatrai Ratilal Parekh or his nominee/s for the price therein mentioned.

AND WHEREAS by the Agreement for Development dated 30th November 1980 made between the said Shri Bhupatrai Ratilal Parekh (therein called The Owner) of the One Part and Builders herein (therein called The Developers) of the other, the Builders agreed to develop the said property for the consideration and on the terms and conditions therein stated.

AND WHEREAS with a view to develop the said property by erecting a building consisting of ground and upper floors after demolishing existing structures therein the Builders got the plan and specifications prepared from the Architects Messrs Gaitonde Bhavsar & Associates and approved from the Municipal Authorities under No CE/4287/BPES/A/N dated 7-9-1982

AND WHEREAS the Builders have/taken over possession and the said, a property for development under the hereinabove recited Agreement for Development and commenced the construction work according to the said plan and the specifications approved by the Municipal Authorities

D.U.P. C.P.C.

> AND WHEREAS the title of the Owners to the land more particularly described in the Schedule hereunder written has been investigated Shri Kamalakar Dhundiraj Vaidya, B.A., B. Com., LL.B. Advocate High Court who has given to the Builders his Certificate of Title, a copy whereof is hereto annexed and marked EXHIBIT 'A'.

AND WHEREAS the Purchaser has taken inspection of herein recited Agreements, plans, specifications and all the Title Decds of the Owners and has satisfied himself/herself about the title of the Cwners to the land more particularly described in the Schedule hereunder written and the Purchaser shall not be entitled to further investigation of the title of the Owners or to make any requisitions or to raise any objection with regard to any other matters relating thereto.

AND WHEREAS the Purchaser has also taken inspection of all other relevant documents such as the Contracts with Architects and Contractors Sub-Contractors etc., mentioned in the Rules of the Maharashtra Ownership Flats Act and Rules thereunder.

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AND WHEREAS the Builders are entering into seperate Agreements in form similar in all respect to this Agreement with several other persons and parties who may agree to take up flats/shops and garages in the same building on Ownership basis on similar terms and conditions as are herein contained except and subject to such modifications as may be necessary or considered desirable or proper by the Builders with a view ultimately that the Purchasers of all the premises in the said building shall form themselves into a Co-Operative Housing Society under the Maharashtra Co-Operative Societies Act 1960, or a Limited Company under the Companies Act 1956 as the case may be.

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AND WHEREAS it has been agreed by and between the parties hereto that if one or more of such premises are not taken or acquired by any person other than the Builders at the time when the said building is ready for occupation, the Builders will be deemed to be the Owners thereof until such time as the said remaining premises are agreed to be sold by the Builders to any other person or party as they may deem fit.

ANO WHEREAS the <sup>o</sup>urchaser with full knowledge of the terms and conditions and covenants contained in the said Agreement for sale and other documents refarred to hereinabove has agreed to purchase a Flat Spop/Galage being Flat Shop Garage No.D. 140. 3on the ..... 4. th. ..... floor of the said (hereinafter for the sake of brevity referred to as The said Premises,) at the price and upon and subject to the terms and condition more particularly

stl-D.U.P. Stl-C.P.C. stl-m.C.C.

VIT IS HEREBY AGREEMENT BY AND BETWEEN THE PARTIES HERET

The builders shall construct a bnilding to be known as SAINATH HTMENT consisting of ground and four upper floors as per the plan, designs and specifications prepared by the Architects Messrs Gaitonde Bhavsar & Associates and sanctioned by the Municipal Corporation of Greater Bombay copies where of have been kept by the Builders at their place of business at 6, Abhilasha Apartments, Jangal Mangal Road. Bhandup, Bombay 400 078 and which the Purchaser has approved and has also agreed that the Builders may make such variations therein as may be required tobe done by the Government Municipal Corporation of Greater Bombay or any other local authority.

2) The Builders agree to sale and the Purchaser agrees to purchase the said Premises being Flat Shop, Garage NoD 40.3on the 4th floor of the said building as seen and approved by the Purchaser with Such variations and modifications as may be necessary as per the plan a copy whereof is herety annexed and marked Exhibit 'B' at or for the lump sum price of Rs.  $\frac{164}{74}$ ,  $\frac{500}{7}$ (Rupees Che Jalch Fair thousand Five hundred) The Built-up area of the said premises is about \_\_\_\_\_\_ \_\_\_\_on/v) inclusive of the area of the out side passage in front of the premises. The said Square feet premises contain the amenities a list Whercof is hereto annexed and marked

3) The Purchaser agrees to pay the consideration for the purchase of the said premises as shown below :

(a), Rs. 10 ccd - App. 10% of the total cost shall be paid as Earnest. Money or a deposit on or before the execution of this Agreement. (the payment and receipt whereof the Builders do admit and acknowledge).

(b) Rs. 10 000 - App. 10% of the total cost shall be paid on or before the casting of the first slab.

(c) Rs. <u>10 cvc</u> App. 10% of the total cost shall be paid on or before the casting of the second slab.

(d) Rs. <u>IC CCC</u> App. 10% of the total cost shall be paid on or before the casting of the third slab.

(e) Rs. 10 CCC A:p. 10% of the total cost shall be paid on or before the casting of the fourth slab.

(f.) Rs. 10 Crc - App. 10% of the total cost shall be paid opport before the casting of the Fifth slab.

(g) Rs. 10 000 - App. 10 % of the total cost shall be an economic before the brick masonry work is completed.

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(h) Rs. 10 000 - App. 10% of the total cost shall be prid on or before completion of the plastering work.

(i) Rs. 10 coc App. 10% of the total cost shall be paid on of before the filing work is completed.

(i) Rs,  $|\underline{V} \subseteq \underline{Cr}|_{-}$  App. the balance amount of 10% within 15 days from the date on which a notice is issued to the Purchaser by the Builders offering Possession of the said premises.

4) The Purchaser DOTH convenants with the Builders that the Purchaser shall duly and punctually pay the above mentioned instalments within the period stipulated hereinabove time being the essence of the contract. On failure of payment of any of the said instalments as aforesaid or any breach being committed by the Purchaser of the terms and condition hereinabove mentioned of non-observance thereof this Agreement shall at the option of the Builders Come to an end and all the amounts paid by the Purchaser shall stand for feited and the Purchaser shall have no claim against the Builders or the said premises.

5) Without prejudice to all other rights under this Agreement and or any law of the Builders the Purchaser shall liable to pay interest at the rate of 15 percent per annum on all amounts Which shall remain due and outstanding after the period of seven days from the date of their becoming due.

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6) (a) The possession of the said premises shall be given by the Builders to the Purchaser after the said building is ready for use and occupation and the Building occupation Certificate shall have been obtained from the Municipal Corporation of Greater Bombay or other relevant authority or Body or public Authority Subject to the provisions of Sub-Clauses (B) and (C) hereof, the Builders shall give possession of the said premises to the purchaser on or before 30th June 1985 The Purchaser shall within seven days of the receipt by him of the written Notice from the Builders that the said premises are ready for use and occupation and that the building Occupation Certificate has been obtained, take possession of the said premises.

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(b) The Purchaser shall be entitled of take possession of the said premises as contemplated in sub-Clause (a) hereinabove only if he has duly observed and performed all the obligation and stipulations contained in this Agreement and on his part to be observed and performed and has also duly paid to the Builders all and whatsoever the amounts payable by him under the Agreement.

(c) Notwithstanding any thing contained in this Agreement or in this clause the Builders shall not incur any liability if they are unable to deliver premises on or before 30th June 1985 if the completion of the said building is delayed by reason of non-availability of steel or cement or on account of any notice will commotion riot or any act of of God or on account of any notice unterflue or notification of the Government and / or any other public body or subtractive or on account of withholding or delay in the grant of building occupation of sanction by the Government, the Municipal Corporation of Greater Bomber and or any such other or similar public body or authority.

If for any reason the Builders are unable or fail to give possession of the said premises to the Purchaser within the time stipulated in clause No. 6 above, or within such extended time as may be agreed between the parties hereto, then the purchaser shall be entitled to give notice to the Builders terminating this Agreement in which event the Builders within four weeks from the receipt of such notice, refund the Purchaser the aforesaid amount of deposit and such further amounts if any that might have been received by the Builders from the Purchaser as instalment in part payment in respect of the said premises with Interest at the rate of 9 perceut per annum and thereafter neither party shall have any claim against the other in respect of the said premises or arising out of this Agreement.

8) Upon possession of the said premises being delivered to the purchaser, he shall be entitled for use and occupation on of the said premises and thereafter, he shall have no claim against the Builders as to any defect in any item of work or construction of the said premises,

9) The Purchaser shall after expiry of a period of 15 days after the receipt by the Purchaser of the Notice from the Builders that the said premises are ready for use and occupation be liable to bear and pay all local municipal taxes and charges for the electricity and other services and outgoing payable in respect of the premises as provided in Clause No. 19 hereto.

10) Nothing contained in this Agreement shall be construed to confer upon the Purchaser any right title or interest of any kind whatsoever into or over the said land or building or any part thereof, such conferment to take place only upon the exacution of the Conveyance and or such other document as is necessary to a Limited Company or a Co-operative Society or incorporated body to be formed of the Purchesers of various premises in the said building as hereinafter stated.

11) The purchaser shall have no claim save and except in respect of a particular premises hereby agreed to be acquired by him and that all open spaces, lobbies, stair-cases, terraces ect. will remain the property of the Builders until the whole property is transferred to the proposed Limited Company or a Co-operative Society or an incorporated Body hereinafter mentioned but subject to the rights of the Builders as herein Stated.

12) The Builders shall have the right to make additions, alterations, raise, stories or put additional structures at any time as may be permitted by the municipality and other Competent Authorities. Such additions, alterations, Structures and stories will be the sole property of the Builders who will be entilted to dispose it off in any 'ay they choose and the Purchaser hereby consents to the same.

13) Provided that the Builders do not in any way, effect or prejudic the right hereby granted in tayour of the purchaser in respect of the purchases agreed to be purchased by the purchaser the Builders shall be at liber to sell, assign, mortage or otherwise deal with or dispose off their right, the and interest in the said land hereditaments and premises and the building construction and hereafter to be constructed thereon

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14) As soon as the building is notified by the Builders as complaineach of the premises holders (including purchaser) shall pay the respective balance of the price payable by them within 15 (fifteen) days of such notice served individually or put up at some prominent place in the said building. If any of the premises holders fails to pay the said arrears as aforesaid, the Builders will be entitled to forfeit the amounts previously paid by such defaulting premises Purchaser to the Builders.

15) Under no circumstances, the purchaser shall be entitled to take possession of the said premises unless and until all payments required to be made under this Agreement by the purchaser have been made to the Builders.

16) The Builders shall in respect of any amount payable by the Purchaser under the terms and conditions of the Agreement herein, will have a first lein and charge on the said premises agreed to be acquired by the Purchaser.

17) The Purchaser from the date of receipt by him of the notice from the Builders to take possession of the said premises regulary pay every month provisional amount of Re. 100-00 towards the Non-Agricultural Assessment, property taxes of Municipal Corporation of Greater Bombay and all out-goings, expenses and maintenance charges in respect of the said building Thousan share car of non-A of the sa maintena water me Co-opera

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building The Purchaser has paid this day a sum of Rs. 2751/- (Rupees Two Thousand seven Hundred and fifty one only) (inclusive of Rs. 251/- of the share capital and entrance fee of the Society to be formed) to meet the Charges of non-Agricultural Assessment property taxes till handeing over possession of the said premises to the purchaser and all other outgoings, expenses and maintenance charges, cost of bore-well. office room, permanent deposits of water meters electricity meters and charges of forming and registration of the Co-operative Housing Society coming to the share of the said premises.

18) In case any security or other deposit is demanded either by the Municipal Corporation of Greater Bombay or the Maharashtra State Electricity Board for the purpose of giving water, electric connection to the said building or any other deposit demanded by any other local body or Authority, the purchaser shall contribute proportionately as determined by the Builders immediately on notice being given by the Builders to the Purchaser calling upon the Purchaser to contribute towars the security deposit as mentioned above.

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19) So long as each premises of the said building shall not be separately assessed for Municipal taxes or water charges, the Purchaser shall pay theproportionate share of the water charges and property taxes assessed on the whole building such proportion will be determined by the Builders on the basis of the area of each premises in the said building.

The Purchaser hereby agrees that in the event of any amount by way of the sumium to the Municipality or to the State Government or betterment charges a development tax or any other tax or payment of a similar nature becomin bayable by the Builders the same shall be reimbursed by the Purchaser to the Builders in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the uilders shall be conclusive and binding upon the purchaser.

21) The Purchaser shall maintain at his own cost the premises agreed to be acquired by him in the same good condition, state and order in which it is delivered to him and shall abide by all bye-laws rules and regulations of the Government Maharashtra State Electricity Board or any other authorities and local bodies as also shall observe and perform the covenants, condi ions of the said indenture of conveyance and shall attend and answer and be responsible for all actions violation of any of the conditions or rules and bye-law and shall observe and perform all the terms and conditions contained in this Agreement

22) The Purchaser hereby covenants with the Builders to pay all the amounts required to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and the convenants to be executed in favour of the Co-Operative Housing Society or incorporated body in respect or the said piece or parcel of land more particularly described in the Schedule hereunder written and the building thereon and to keep the building indemnified against the said payments and observance and performance of the said covenants and conditions except so far as the same are to be observed by the Builders.

23) The Purchaser hereby agrees and undertakes to be a member of the Co-operative Society or Association of Appartment owners, or Limited Company or Incorporated body to be formed in the manner hereinafter appearing and also from time to time sign and execute the application, for registration other papers and documents necessary for the formation and registration of the Society or Limited Company or Association of Appartment owners or an Incorporated Body including the bye-laws of the proposed Society and duly fill in sign and return within ten days of the same being forwarded by the Builders to the Purchaser No objection shall be taken by the Purchaser if charges or modifications are made in the draft bye-laws as may be required by the Register of Co-operative Societies or other Competent Authority The Purchaser shall be bound from time to time to sign all papers and documents and to do all other +things as the Builders may require him to do from time to time for safeguarding the interests of the Builders and all other Purchasers of the premises of the said building Failure to comply with the provisions of these things will render this Agreement ipso-facto to come to an end and the Earnest Money and other monies peid by the Purchasers shall stand forfeited to the Builders,

24) The Purchaser hereby covenants to keep the said premises as well as its all the partition walls, sewers, drains, pipes and appurtenances thereto in good tenantable repairs and good condition and in particular, so es to support Shelter and protect all the parts of the building.

1-D.U.P

25) The Purchaser shall not loc sub-let, sell, transfer, convey, the page, charge or in any way, encumber or dear with or dispose off the said that ssign underlet or part with interest under or the benefit of this Agreement or my part thereof, till all the dues of whatsoever nature owing to the Builderst re fully paid and only if the Purchaser has not made any breach or noncompliance of any of the terms and conditions of this Agreement and until he obtains previous consent to do so in writing of the Builders

26) The Purchaser shall permit the Builders and their Surveyors or agents with pr without workmen and others at all reasonable time to enter into and upon the said premises or any part thereof to view, examine the estate and condition thereof and to make good within a reasonable time of giving of such notice in writing by the Builders to the Purchaser any breach or repair required to be effected.

27) The Purchaser shall permit the Builders their Surveyors and their agents with or Without workmen and other at all reasonable time to enter in to and upon the said premises or any Part thereof for the purpose of repairing any part of the building and for the purpose of making, repairing manufacturing, re-building, cleaning Laying and keeping in order and good condition all services, drains, pipes, cables water covers, gutters, wires, structures and other conveniences belonging to or serving or used for the said building and also for the purpose of laying down maintaining and repairing and testing drainage and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water and/or electricity to the premises in respect whereof the Purchaser or the occupier of any other premises at the case may be shall have made default in paying his share of water charges and electricity charges.

28) The for any pu not for any to occupiers purposes.

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28) The purchaser shall not use the premises or permit the same to be used for any purpose whatsoever other than for the purpose for which it is sold not for any purpose which may be likely to cause nuisance or annoyance to occupiers of the neighbouring properties nor for any illegal or immoral purposes

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29) The purchaser will not at any time demolish the premises or any part thereof agreed to be taken by him, nor will be at any time make or caused to be made any additions or alterations of whatever nature to the Isaid premises or any part thereof. The Purchaser shall not permit the closing of the Verandahs or lounges or balconies or make any alterations in the elevation and put aside colour scheme of the premises to be acquired by him.

30) After the possession of the premises is handed over to the purchaser if any additions or alterations in or about or relating to the said premises are thereafter required to be carried out by the Government, Municipality or any other Statutory Authority, the same shall be carried out by the purchaser in co-operation with the purchasers of the other premises in the said building at their own costs and the Builders shall not in any manner be liable or responsible for the same.

which the Purchaser shall not do or permit to be done any other act or thing which the render void or voidable any insurance of any premiser or any part of the same building or cause any increased premium to be payable in respect the of.

32). The purchaser shall not throw dirt, rubbish rags or other refuse or permit, the same to be thrown in the compound or in any portion of the building.

33) The said building shall always be known a "SAINATH APARTMENTS" and the name of the Co-operative Society or Limited company or incorporated body to be fromed shall bear the same and this name shall not be changed with the written permission of the builders.

34) After the building is completely ready and fit for occupation and after the Society or Climited company or incorporated body is registered and only after all the premises in the said building have been sold and disposed off by a the Builders and after the Builders have received all dues payable to them underthe terms of the Agreement with various premises holders the Builders will execute a Deed of Conveyance and or other document in favour of a Co-operative Society Limited Company or an Incorporated body.

35) In the event of the Society or Limited Company or incorporated body being formed and registered before the sale and disposal by the Builders of all the premises in the said building the powers and authority of the Society so formed or of the Purchaser and other Purchaser of premises in the said building shall be subject to the overall control of the Builders in respect of any of the matters, covering the said building the contruction and completion thereof and

all amenities appurataining to the same and in particular the Builders shall have absolute authority and cotrol as regards any unsold premises of whice the Agreements are cancelled at any stage for some reason or other and the Builders have the absolute authority regarding the disposal thereof.

36) Any delay or indulgence by the Builders in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as awaiver on the bart of the Builders of any breach or non compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Builders.

37) All letter receipts and/or notices issued by the Builders despatched Under Certificate of posting to the address known to them of the Purchaser will be the sufficient proof of fraceipt of the same by the Purchaser and shall evantually discharge the Builders. For this purpose, the Purchaser has given the following address :-

spirson Dr. Chandrakeint P itentra 10 Kaushel Kuni, 5 N. Roa. Mulund (Most), B

38) If the Purchaser neglects, amits or fails in any manner, whatsoever to pay to the Builders any of the amounts due and payable by net Purchaser under the Terms and condition of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the shall in any other way fail to perform or observe any of the coverhance and Stipulations on his part herein contained or referred to, the Builders shall be entitled to re-enter and resume possession of the said premises and of everything to whatsoever therein contained and this Agreement shall cease and stand terminated and the Earnest Money and other amounts already paid by the Purchaser to the Builders shall stand absolutely forfeited to the Builders and the purchaser shall have no claim for refund or repayment of the said Earnest Money and or the said other amounts already paid by the Purchaser or any part thereof and the Purchaser hereby agrees to forfeit all his rights, title and interest in the said premises and all amounts clready paid and in such avent, the Purchaser shall be liable to be immediately ejected as tress-passer but the right given by this Clause to the Builders shall be without prejudice to any other rights, remedies and claims whatsoever at law or under this Agreement of the Builders again the Purchaser.

39) The Builders shall be at liberty to sell the Flat/Flats other than that agreed to be sold to the Purchaser to any party who may use the other Flat/Flats for non-residential use in such a manner that is permissible under the Rules of Municipal Corporation of Greater Bombay and agreed upon by the Builders. The Purchaser shall not object to such permissible non-residential user and shall not complain about the same to any authorities.

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41) Al the Co-oper the costs of conveyance by the Build the advocat the Purchase Purchaser si

42) It i Registrar of Flats Act. Registrar of it has been it has been

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All that equal to 830 District Bom City and Bo thereon and

40) The said price of the premises is based upon the prices of basic materials of construction viz. Cement, Sand, Metal, Steel, Wood and tiles prevailing in the market as on 1st April 1983. The builders shall be entitled for increase in the said price of the said premises if the price of any of the said materials rises beyond 10% in proportion to the increase in the price.

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I/Flats Iles of Ilders, er and 41) All costs charges and expenses in connection with the formation of the Co-operative Society or Limited Company or incorporated body as well as the costs of preparing, engrossing stamping and registering of the Agreement conveyance deeds, any other document or documents required to be executed by the Builders or by the Purchaser as well as the entire professional costs of the advocate in prepairing and approving all such documents shall borne by the Purchaser The amount of such costs charges and expenses payable by the Purchaser shall be paid by the Purchaser to the builders immediately on demand.

42) It is agreed that this Agreement shall be registered with the Sub-Registrar of Assurances at Bombay as required by Maharashtra Ownership Flats Act. The Purchaser lodge this Agreement for registration with the Sub-Registrar of Assurances and inform the Builders the Serial Number under which it has been lodged for registration to enable the Builders to appear before the Registrar and admit execution thereof. The Purchaser is requires to lodge the Agreement for registration within four months from the date hereof.

subscribe their respective hands and Seals the day and year first herein-above mentional.

#### THE SCHEDULE ABOVE REFERRED TO

All that piece and parcel of land or ground admeasuring 9928 Square Yards equal to 8301 Square Metres or thereabouts of Village Kanjur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District together with the structures standing thereon and having the following details.

Survey No.	Hissa No.	C. T. S. No.	Area :	•	
			A - G - As.	•	
1 <b>2</b> 8	-	44	, <b>1 - 14 - 0</b> -		
129	1	43	0 - 21 - 0		
	•				

Total

1 - 35 - 0

501-DUP; 501-CPC

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FOR SAINATH CONSTRUCTION CO SIGNED SEALED AND DELIVERED sil . D.V. Patel by the withinnamed BUILDERS PARTNER Messrs SAINATH CONSTRUCTION CO. Sel - Bitin D Palet in the presence of DC shail bi SIGNED SEALED AND DELIVERED The m sell - CP chandra by the withinnamed BUILDERS Shr. Dr. Chandrakant P Chandra Shri/Smt.\_\_\_\_\_ A press sil- r.C. chandra door In ventilat in the presence of FLOOR Flc marble on the ' RECEIVED from the Purchaser a sum of Rs. 10 000 \_ (Rupees Ten KITCHE ¥., thousand \_\_\_\_\_only) CONY glaze as Earnest at stated in clause stone v 1.5 : : No. 3 (a) hereinabove. BATH / ..Rs. 10,001 The white g WE SAY RECEIVED For SAINATH CONSTRUCTION CO. Wash ELECTE cal - D.V Patel WITNESSES-411 1. Sel 9 shaji be PARTNERS provide 2. sd 7 bed roo ligl MB All regulatic shall be iron The lift wate of water miscella Every fl: ΥZ

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#### EXHIBIT "C"

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adl-m.c.P.

#### BUILDING SPECIFICATIONS, FIXTURES FITTINGS,

#### AND AMENITIES.

#### SPECIFICATIONS

DOORS AND WINDOWS-All the wood work of the Doors and windows shall be from good quality teakwood. The fitting shall be of oxidised iron. The main door shall be provided with Alluminium aldrop and peep hole. A press Button for Bell and Flat Number plate shall be provided on the main door Iron, Grills shall be provided and fixed in the windows frames excluding ventilators and W. C. and Bathroom.

#### FLOORING :

Flooring of the living room. Balcony, passage and Kitchen of grey cement marble mosaic tiles of good quality with half tile skirting shall also be provided on the walls.

#### KITCHEN :

glazed tiles. The Upper side of the platform shall be fixed with black Cadappa stone with white glazed tiles of 1' above the same.

'BATH A W. C.

The boring of bath shall be in Tandur stone and 4'-O' dado shall be of white gized Tiles.

The flooring of W.C. and 2'-O' Dado shall be of white glazed tiles A-wash Basin shall also be provided at a suitable place near the Bath and W C.

#### ELECTRICITY :

All wiring shall be of Alluminium as per I.S.I. specifications. All flats shall be provided with lighting and Domestic Main Lines. Each Flat shall be provided with Light point, Fan point and one plug point in the living and bed room, One light point in the passage and one light point for Bath and W.C. There will be one light point in common passage of each floor and one light point in each Kitchen room. One Domestic point near the bathroom. One Hit water Geyser in Bathroom.

#### PLUMBING WATER SUPPLY ECT.

All the Plumbing work shall be carried out as per plan and rules and regulation of the Bombay Municipal Corporation. The Rainwater and other pipes shall be of A. C. and every first 6'-O' length pipe from the ground shall be cast iron There shall be underground water tanks provided with booster pumps to lift water to the Overhead storage tanks, to ensure sufficient and regular supply of water. Saparate water, arrangements shall also be made (if permissible) for miscellaneous use of water such as gardening, vehicle washing, functions etc. Every flat shall have one tap in each kitchen, Bath and W. C. and Wash Basin.

For SAINATH CONSTRUCTION CO. Soll-D-V-Petel

PARTNERS

#### EXHIBIT-A

Tel.: 595231

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Kamalakar D. Vaidya B. A. B. COM, LL .S. Advocate High Court Akanksha, Sane Guruji Nagar, Mulund (East) Bombay - 400 081.

Date 29th August 1983

- Shri Harihar Madanrao Raut, his wife Sushila, Sons Dileep, Vijay and daughter Usha are the Owners of the property described hereinbelow. The said property is the subject matter of High Court Suit No. 1363 of 1977 between Central Bank of India and the said H. M. Raut and Others. The Court Receiver High Court Bombay is appointed as the Court Receiver of the said property by the High Court in the said Suit.

During the pendancy of the said suit, Shri B. R. Parekh agreed to purchase the said property from the said H. M. Raut and Others for the considerations and on the terms end conditions agreed between them by the Agreement of sale dated 18th October 1978.

The sale of the said property as agreed between H. M. Raut of the one part and Shri B. R. Parekh of the other is sanctioned by the order dated 4th November 1981.

Shri B. R. Parekh has deposited the amount of the price of the said a property agreed for with the Court Receiver.

Under the circumstances, it is certified that the title of the properties described hereinbelow is clear, marketable and free from encumbrances and reasonable doubts.

#### Description of Property

ALL THAT piece and parcel of land together with the structures thereon admeasuring 9928 Square Yards equal to 8301 Squares Metres or thereabout of Village Kanjur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District with the following details.

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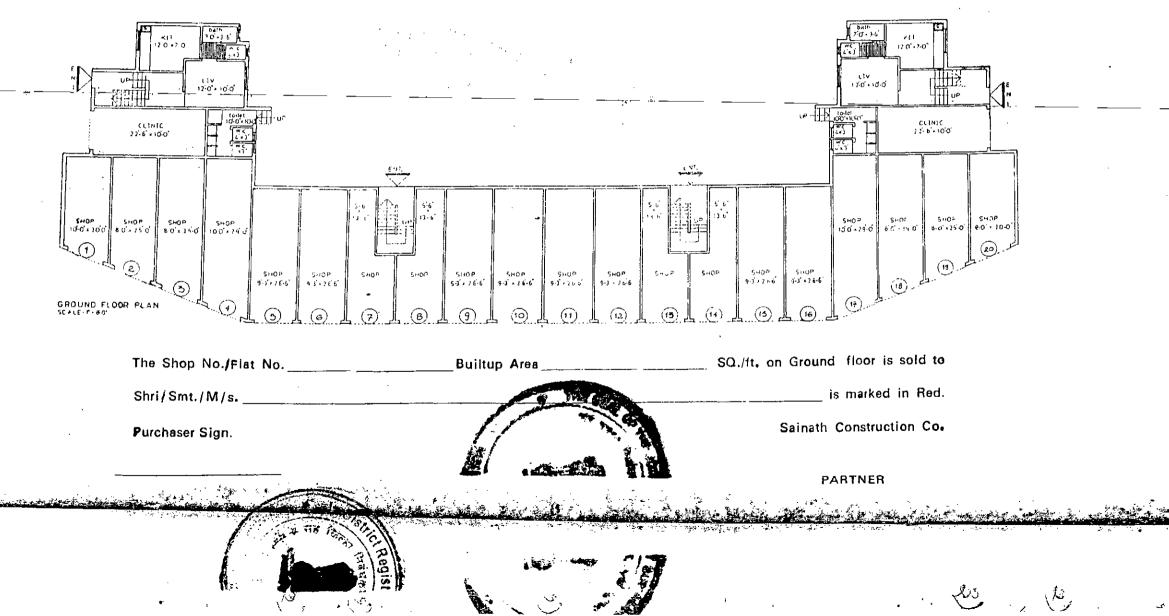
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Survey No.	Hissa No.	C T. S. No.	Area
			A-C-As.
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129	1	43	0-21-0
			Total 1-35-0

(Sd/-K. D. VAIDYA) Advocate High Court

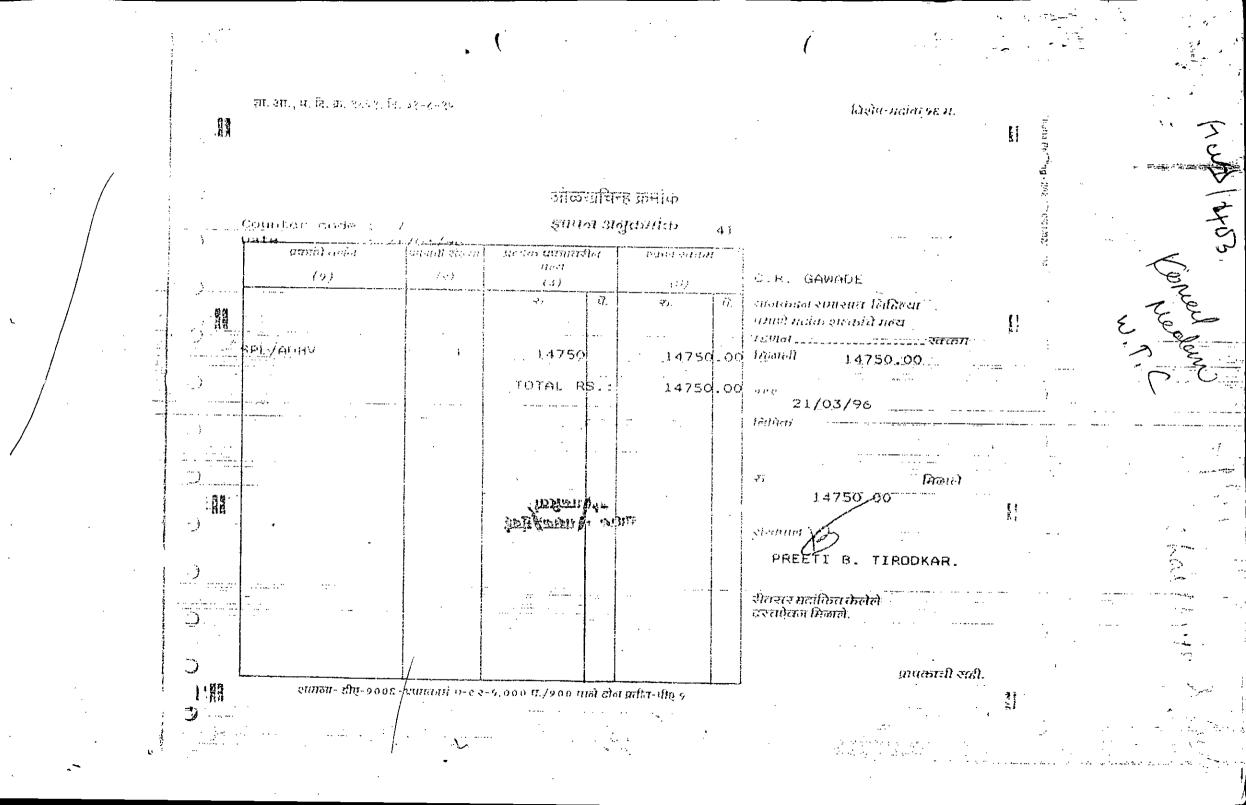
 $\sim$ SAINATH APARTMENTS TEMBHI PADA ROAD, BHANDUP, BOMBAY 400 078. κ. BAIH 70 116 - K | T 12<sup>4</sup>a 2<sup>2</sup> 90.20 60.27 III AT ON 12110 12110 £ 1¥ 12'×10' 8A6 נוע 14510 LIV 14'•10' 8AL L I V 14 + 10 1.1V 12.10 EXHIBIT-B EATH 0 6' 1'6' () ( , j icer Biant K ⊧1 84 11 HLTH 66' 36' BATH 8 ∆ ( 10'\*4' 141H 4 5'5'-3'6' к. С 191 6 m. EXHIBIT-B ≓ 4 ( 10+4 BAL SBATH 5 5 .5 ED :0'2'=0'6 660 901-106 5 5 )(≎r 7'≊13' ік.)Т 7'я∹3' BED 100'∞10<sup>5</sup>6 841 7913 960 100 00 10 + 12° 10,113, 7 . 1.2 8 A I L.P 84L 57# 1111 7113 ۲۱۷ ۲۲'۲۹ 144 44 1 45 7 2513<sup>7</sup> 1 I V 2 + 9 1.12 心识出 C 34.5 e - 1 5 36.7 D 6 A L 8 4 1 TYPICAL FLOOR PLAN The Flat No. 2 - 403on 4th Flours Floor Builtup Area <u>SSO</u> SO/ft. Shri/Smt./M/s. Dr. chandra hamt P. <u>Chanchar</u> is marked in Red. Treeta Purchaser Sign. Sainath Construction Co. Qualite ω) and the s and )YA ) Sourt 'n een iver / by 83 ind aid 락 Агеа -35 21 ċ

SAINATH APARTMENTS TEMBHI PADA ROAD, BHANDUP, BOMBAY 400078.



) की देवचंद अमेदभाई पटेछ हैं। ता मिटलपे रा-गु-भ -चेतना आपटि जंगलमंगल रोड भाइप (प) भु-७८ मे साईनाच कन्स्ट्रेक्शन के चे आइतिहार 133 2) क्षी-पंद्रकांत पुरुषोत्तमतास, पाँद्रास व्यवसाध. २७ वर्ष २१-१० कोशाह कुंग, पुरा छन रोड, मुहंड (७) मु (० PARTNER efecating party D' COCCENTER DE CAR कछन दिल्याचे कबूल करतात. 2) C. P. Chandres. D. U. Patel 3)sal- m. C. Chandras ) की लागन राजान रा गुरा की रोड विहार लेक भु. co 2) श्री जयकरा औही २७. अंग्लिदी हिराया ठागा 3) soll w. Raut Purcheser SI াৰ্ড মান লিক্ৰ আভাৱ জা, 2) soll-J. Shelty हरहर्षमध आका देमाण्डा डफ्रोकर र्डकान व्यक्तिमा शावताव वावर्ड Righ show vegara 28-6-68 - AB Kadam Sd াৰ্ব্য (বাই)

p.p. shal Registered at No. P. 2157 184 Additional of Bk. No. 1 126 70134 रमा ्र स्ता- भे 37 Joint Sub-Registrar IV ARTIC 7/4/95-Bombay (Bandre) or o partn Thakur Called -TRUE COPY context 685<sup>533</sup> time kei Lozif administ Joint Subliker (1938) the One 453 dra Samery Sha Sithac hereinalit the conte heirs, exe WHERE I. The well and s No. 54 Hi 1186, 118 Ŷ 5072.40 m hereunder 2. The j of the pro Bombay'un obtaine?! the developing : **২, (স**মিদ্রৈল) ापर जिस्ता) 3. The Bi ñoor ang Fi and as per t on what is Maharashtra 92 EC/13 4. The Pur taken inspect power of att-मकांतुराह । Tawde and of by Shri Adam building plan



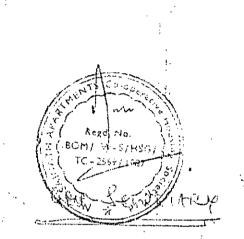
# SUCIETY LTD.

(Regn No. Bom (W-S) - HSG - (TS) - 2569 of 1987-88)

TEMBAPADA BOAD BHANDUP (WEST), SOMBAY - 400 078.

Rei. No.

THES BE TO LERTSEP THAT MR. CHARDRAKANT RADIATIED WHOADE & MR. HEMEMANDRA RADIATIED WHOADE & MR. HEMEMANDRA RADIATIED WHOADE ARE SOTIFIED MEMALER OF OUR LOESETY AND A ONSTRERE OF THAT NO: 423/D LIP OVER SKERE OF HARDMENT.

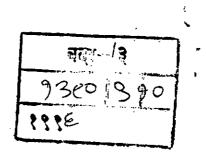


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1539218 Filt - Stitte Grips <u>8361</u> संसर्पचय खालः माव हिलेल्सा अक्सिक्ता terse 39 ierse fære næffeste for <u>5365</u> करें मेल्फ्ट माम्मोगल म 174-1-1-विणीव्स सम्झे प्राह्मले. 7675 0,200 Ð.  $\geq$ स भी (मागील पानावरील) बाब क исти) (ол ныт) нить Биник 12 मिल्ल ४१ मध्य दर-कलम २५ अन्वर्म \*05 गण्टगेरी किली खाँह (७३ ६ ४३ महक) संगत किये। जिसम Ľ দূচজাদ্য र्मि किस्तिम मिलिस की स्था দিল্লান্ট) কি লক্ষ্য ਇਹ ਪਿਛੋਸ਼ਿ ्रीजन्म की भिज्ञानी:  $S_{2Q}$ FIF FUTION ->>17 किए कि <u>'</u>El 3  $\mathcal{J}$ שוועיברה ואושראו אושיווים tu 65 uzəsi クつ liat k **IDPIF** 0256

No. SHARE CERTIFICATE tificato" O **Register** Fo MUNO OF SHOUS FIVE EW SAINATH APARTMENTS CO-OPERATIVE HOUSING SOCIE Survey No. 128, (Part) C. T. S. No. 44 (Part). Tembi Pada Road. Bhandup (West) Bombay 400 078 Registered under the Bombay Co-operative Societies Act. 1960 (Maharashtra Act. XXIViot 1961) 一、這個個的 Regd No. BOM/WS/Hsg//TC 2569 of 1987-88 AUTHORISED CAPITAL : 6,60,000 DIVIDED IN TO 13200 SHARES OF RS. 50/-EACH s is to certify that Shri/Shrimati CHAMDRAKANT >.сн MEETA C CHANDRA C 403 Registered Holder of Five Shares of Rupees lifty each numbered BIP inclusive in New Sainath Apartments Co-operative Housing ety Ltd. subject to the Bye-laws of the said Society and that there has been paid spects of each of such Shares the sum of Rupees Two hundred fifty only. Givenunder the Common Seal of the suid Society at Bhandup, Bmobay-400 078 this day 4th JANUARY 1988 For and on behalf of; New Sainath Apartment Co-Operative Housing Sciety Ltd. N-Minut Hon. Gn. Secretary A-ADAIVI Memorou Commiee A Da WI Membr of the W-S/HSG 1. 14 \*\*\* 

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# DEED OF ASSIGNMENT

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THIS DEED OF ASSIGNMENT made this 24 st. day of MARCH One Thousand Nine Hundred Ninety Six BETWEEN (i) DR\_CHANDRAKANT\_PURUSHOTTAMDAS\_CHANDRA and (ii) MRS\_MEETA CHANDRAKANT CHANDRA, both Adults, Indian Inhabitant Mumbai, residing at D/403, Sainath Apartment, Tembhi Pada Road, Bhandup (West), Mumbai - 400 078, referred to as "ASSIGNORS/TRANSFERRERS" (which expression hereinafter shall unless it be repugnant to the context or meaning thereof, mean and include their heirs, executors and administrators) of the ONE PART A N D CHANDRAKANT KAOSAHEB GAWADE (i) SHRI RAOSAHEB GAWADE, both Adults, and (ii) SHRI HEMCHANDRA Mumbai, hereinafter referred to as "ASSIGNEES/TRANSFEREES" (which expression shall unless it be repugnant to of context or meaning thereof, mean and include their heirs, the executors and administrators) of the OTHER PART;

Contd

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WHEREAS the Assignors/Transferrers had acquired a flat No. D/403 on the 4th floor of building, known as Sainath Apartment, situate at Tembhi Pada Road, Bhandup, Mumbai- 400 078, under an agreement dated 20th day of August 1984 between themselves as party of the Second Part and M/s. Sainath Construction Company of the first part. The said Agreement was registered before Registrar of Assurances, Bandra Mumbai, vide Sr.No.P2057/84 dated 24 August 1984.

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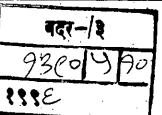
WHEREAS the Assignors/Transferrers have become member and shareholder of Sainath Apartment Co-op. Housing Society Ltd., a society duly registered under the theharashtra Co-op. Societies Act. having registration No. OM/HSG/... of 19... having its office at Sainath ABST ment Co-op. Housing Society, Tembhi Pada Road, situred on plot of land bearing Survey No. 128, 129 C.T.S. No. 43 of Village Kanjur, Taluka Kurla, Dist. Mumbai Subbtan, registration and sub-district of Mumbai City and Mut 1 Suburban hereinafter referred to as "THE SAID SUCCIETY".

WHEREAS the Assignors/Transferrers have become members of the Sainath Apartment Co-operative Housing Society Limited, and holding five fully paid up shares of Rs.50/- each bearing distinctive Nos. 391 to 395 covered under the Share Certificate No.079 issued by the said society hereinafter referred to as the said shares and the flat No. D/403 admeasuring about 550 sq.ft. built-up on ownership basis hereinafter referred to as "THE SAID FLAT".

AND WHEREAS the Assignors/Transferrers are seized and possessed of and otherwise well and sufficiently entitled to the said flat and the said shares of the said society having ownership rights as member/s of the said society.

WHEREAS the Assignors/Transferrers hase represented to the Assignees/Transferees that the said flat and the said shares of the said society are free from all the encumbrances.

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AND WHEREAS the Assignors/Transferor had agreed to assign all their right, interest, title and benefit in respect of the said flat togetherwith the said shares of the said society relating thereto to the Assignees/ Transferees for the price and/or valuable consideration agreed to by and between the parties hereto by an Agreement for Sale Dated 28/02/1996, hereinafter referred to as 'THE SAID AGREEMENT'.

### NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY TO BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

In pursuance of the said agreement and in consideration of sum of Rs.5,85,000/- (Rupees Five Lakhs Fighty Five Thousand only) paid by the Assignees/ tensferees to the Assignors/Transferrers the receipt creof the Assignors/Transferrers do hereby admit and acknowledge and confirm and forever discharge acquit and release the Assignees/Transferees of the same and every part thereof the Assignors/Transferrers do hereby grant convey, sell, assign and transfer all their right, interest, title in and all benefits of the flat No. D/403, 4th floor, Sainath Apartment Co-operative Housing Society, Tembhi Pada Road, Bhandup (West), Mumbai - 400 078, and admeasuring about 550 sq.ft. built-up and constructed in the year 1984, situated on plot of land bearing Survey No. 128, 129 C.T.S. No. 44, 43 of Village Kanjur, Taluka Kurla, Dist. Mumbai Suburban, registration and sub-district of Mumbai City and Mumbai Suburban, and the said shares of the said society relating to the said flat, TO have and hold the same unto and to the use of Assignees/Transferees all benefits thereof subject to the conditions on which the Assignors/Transferrers held the same.

2. The Assignors/Transferrers shall bear and pay all the arrears of maintenance charges, Municipal Taxes and all other outgoings in respect of the said flat payable to the said society if any upto the date of this agreement and Assignees/Transferees shall not at all be responsible and/or liable for any outstanding in respect of the said flat and/or said shares of the said society. The

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Assignors/Transferrers agree to indemnify and keep Assignees/Transferees indemnified if at all any past arrears are found due and payable by the Assignors/ Transferrers to the said society or any other financial institution or bank or Maharashtra State Electricity or any other concerned authority. Board

The Assignors/Transferrers have already removed all the belongings articles and things from the said flat and they have vacated the same alongwith their family and had, handed over peaceful and vacant possession of the said flat to the Assignees/Transferees before the execution of

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The Assignees/Transferees hereby ived the vacant and peaceful possession of the admit to have from the Assignors/Transferrers. said

The said society "Certificates relating to the said flat to the Assignors/ Transferrers, it is hereby mutually agreed by and between the parties that the Assignees/Transferees entitled to have issued the Shares relating to the said will be flat issued by the said Society to the names of Assignees/ Transferees themselves, the Assignors/Transferrers shall also get such shares of the said society transferred to the names of the Assignees/Transferees. The share money has already been paid by the Assignors/Transferrers and the same stand transferred to the name Transferees. of Assignees/

6. The Assignees/Transferees hereby agree to abide by the bye-laws, rules and regulations of the said society. will apply to the said society to become member/s thereof and Assignors/Transferrers shall sign the Transfer Deed and all other relevant documents as are required to be filed to the said society for transferring the said flat and the said shares of the said society to the name of the Assignees/Transferees from the name of Assignors/Transferrers. The Assignors/Transferrers shall be solely responsible/see that the said flat of which

the area is about 550 sq.ft. built-up together shares certificates relating thereto are duly transferred to the names of the Assignees/Transferees.

The Assignors/Transferrers has made deposit with M.S.E.B. in respect of Electricity meter for certain supply of Electricity to the said flat the same shall belong to the Assignees/Transferees transferred to the name of Assignees/Transferees. and shall stand

Both the parties hereby agree and declare they will sign and execute such further and other documents as may be necessary to give full effect to this agreement for transfer of all rights, title or interest in respect of the said flat and the said shares relating thereto of the said society to the name of the Assignees/Transferees that the Assignees/Transferees gets a perfect and absolute so title to the same.

WITNESS WHEREOF both the parties herein have ΙN reunto set their respective hands to this the date and year first hereinabove written.

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Signed, Sealed and delivered by the withinnamed ASSIGNORS/ TRANSFERRERS SHRI.(Dr.) CHANDRAKANT ). PURUSHOTTAMDAS CHANDRA and MRS. MEETA CHANDRAKANT CHANDRA inche ) presence of « ~ SByande

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Signed, Sealed and delivered by the withinnamed ASSIGNEES/ TRANSFEREES SHRI.CHANDRAKANT RAOSAHEB GAWADE and SHRI HEMCHANDRA ) RAOSAHEB GAWADE in the presence of 

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RECEIVED of and Assignees/Transferees a sum of Rs.5,85,000/- (Rupees Five from withinnamed Lakhs Eighty Five Thousand only) being the full and final consideration as stated hereinabove vide Cheque No.933179 dated 13/02/1996 for Rs.30,000/- drawn on Indian Nariman Point Branch, Mumbai, Cheque No. 129005 dated 28/02/1996 for Rs.1,50,000/- and Cheque No.129009 dated 11/03/1996 for Rs.4,05,000/- both drawn on Jaoli Sahakari Bank Limited, in favour of Dr. Chandrakant Purushottamdas

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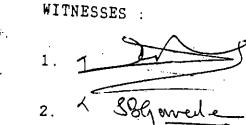
WE SAY RECEIVED Rs.5,85,000/-

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(1) DR. CHANDRAKANT PURUSHOTTAMDAS CHANDRA

lianding (2) MRS. MEETA CHANDRAKANT CHANDRA Assignors/Transferrers



2.

Steal of the Cool of 19300 बहकन गवर कदिर 3/ arise & 4640200 0 <sup>अंडरे</sup> 😳 **(बादे)** 6000 X HILL . The ें दुम्ब**म वि** 9 ୧ -मिये बांधा या Ð के इंडर **बेदा**. 30-50 1 C CO 200 बदर-/३ 9300 10 00 मह दुख्येम निर्मेषक जुल **! ! !** E द्रिय्यम निवर्धक संबई उपनगर जिल्हा अपनगर जिला O sir न्द्रिणांत, पुरुषोत्तमवास्त-जुट्टा वस न हाक्रायadiso 8 सी- भीमा - बंद्धान चंहा वयवर्षन् 34 स्रिंगी को ह कार्या कार्या हो. W-213 अहिv (4) किन्दि-6 C 3 810 - - g zairt -219-271224 51193 जाक्रिय 92 20 3 An- " देशेपद २१वसाल्य गावरे वर्ष वर्ष-23- नामबी- नंडवर 31-003 -36 -21 20-12 -05 21-47-212 -212 (4) 2010-06 **तया**कथित 2) Dhanding ण्डल दिल्याचे कबूल करतात.  $(\Gamma$ C4 1 envil 3 (thoad 3 Ent Aptra Loniverse 220000 - 011412-24-2) Sh--iphin 2121212 297 318 5012012474). व ील दस्तरोवज ) आळखत असल्याचे सांगवास (२ on1/214 र त्याची ओळख देतात. ą.

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#### 0029212 इतर कीची अनुसूची

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20.05.2008 या कालायधीत निर्धारीत आकारापेक्षा जास्त रक्कम भरली असल्यास अशा ग्राहकांनी संबं :	घेत उपविभागीय कार्यालयाशी संपर्क साधाया. / गुज्य अभियंत्र (त्राणेज्य)

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हे बिस देयक मालमत्तेच्या अथवा जागेच्या मालकीपत्राचा पुरावा मानण्यात येऊ नये. अनधिकृतरिप्य बिलांत कोणताही बदल वा दुरुस्ती करु नये, असे बील स्विकारले जापार नाही. चुकभूल देषे घेषे, मागील पानाबर नमूद केलेल्या अधीस आधीन राहून.

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## (.ोग्रस) त्यार्थसार की-ऑप. ही. योसायटी (सर्था.)

(नोंदणी क्र. : बी.ओ.एम्./इबल्यू.एम्./एच.एम्.जी./टी.सी. २४९९ ऑफ १९८९ अॉफ १९८७.८८) सर्वे क. १२८ (भाग) सी.टी.एम्. क. ४४ (भाग) मे टी.एम्. क. ४४ (भाग) गु

505 സ്ക്ച 2 1-213 6403 BABIE >मागील बांकीवरील व्याज णित्र भिगम 503 ٥L 2000 Try Survey ٦۶  $\overline{\lambda \text{bs}}$ .5 50 निक्षेम निधी .ଡ଼ SU जनार हाम्रांग . 3 ग्रेकार कुरुन्जुरु 'ხ ወንይ जनार लामछ्ठ -8 096 मेज आकार 'È 530 जन्मार गिणम ંદ Shi6 уф ірнын ۰, <u>үфъу</u> Ђ. <u>ب</u> त्रवद्यीज God 2 <u>5410</u> .क मुंकट्ट 113 to 4010116. 112/51 PIL ाम्हीम .ዉ ወኮኃ संदानका रेबीपाडा मार्ग, भाडुप (प.), मुंबई - ४०० ०७८.

सूचना : १) देवकोरी रक्कम ह्याच महिन्याच्या २५ तारखेपर्यंत भरणा कराती. त्यानंतर वेणाऱ्या रक्कमेवर १८% हराने व्याज आकारणयात येईत. २) देवकांमध्ये चूक आढकल्यास त्याती दुरुत्ती पुढील मासिक देवकांत करण्यात येईत.

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क्रिस मा. सिन्दार / मा. समित

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a ,	NEW SAINATH APARTMENTS	
<b>?</b>	<b>CO-OPERATIVE HOUSING SOCIETY LTD.</b>	
	(Regd. No. Bom/Ws/Hsg/TC 2569 of 1969 of 1987-88)	
	Survey No. 128 (Part) C.T. S. No. 44 (Part), Tembipada Road, Bhandup (West), Mumbai - 400 07	B. '
	Old Bidg. RECEIPT No. 3358 Date: 30(0)	<u>۲۰۱</u>
	RECEIVED From Mr./Mrs. AIAMI BATTOT ANGAT DIIGS	
	Flat/Shop No. 31-209 the sum of Rupees and Early 311821	 
	by Cash / Cheque No. CEOCOS Dated 20109 01 2039 of 222 ctas 21	<u>फुई वि</u>
	as part / full payment of bill No. <u>でえくし</u> Dated <u>の</u> タ えの9	
	Bill Amount Rs. 200-2003/-	
	Received Rs. <u>202(</u> -	
	Dr./Cr. Balance Rs.	
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	Treasurer / Secre	ary
	Receipt valid subject to realisation of Cheque.	

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## DEED OF SALE-CUM-TRANSFER

THIS DEED is made and entered into at Mumbai, this 11 th day of <u>March</u> 2002, (in the Christian Year Two Thousand Two) BETWEEN MRS. KABARI SUBHAS GHOSH, Hindu adult, Indian Inhabitant of Mumbai, presently residing at Flat No. D/201, New Sainath Apartments Co. Op. Hsg. Soc. Ltd, 2nd Floor, Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, hersinafter referred to as the "Vendor/Transferor" (which expression shall utleas it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators and assigns etc) Of One Pant/First Part,

kavori Ghosh

An John - inas.

बदर७	
दस्त क्रमांक (जर्भ	T2007)
2/93	

ND MRS. PRAMILA CHANDRA

KAVITA HEMCHANDRA GAWADE, both Hinduk of Mumbai, residing at D/403, Samath Apt, T.P. Road, Bhandup (W), Mumbai-400 078 hereinafter referred to as the "Purchasers/Transferres" (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 etc.) of the Other Part/ Second Part: ...

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AND WHEREAS the Transferor is fully seized and possessed of and or otherwise well and sufficiently entitled to a Flat being Flat No. D/201, adm. About 395 Sq. Feet Built Up Area situate in the building known as New Sainath Apartments Co. Op. Hsg. Soc. Ltd, Tembhi Pada Road, Bhandup (W), Mumbai -400 078, (hereinafter referred to as the "said Flat") as the lawful owner/occupier thereof.

AND WHEREAS the Transferor is a Member of the New Sainath Apartments Co. Op Hsg. Soc. Ltd, situated at Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, bearing Rcg. No. BOM/WS/HSG/TC 2569 OF 1987-88 (hereinafter called "the said society")

AND WHEREAS, the Transferor being member in respect of the said Flat No. D/201, situate on the 2nd Floor, adm. about 395 Sq. Feet Built Up, in New Sainath Apartments Co. Op Hag. Soc. Ltd, Tembhi Pada Road, Bhandup (W), Mumbri - 400 078, having 5 Shares of Rs. 50 each bearing distinctive numbers from 351 to 355 vide certificate number 071.

AND WHEREAS the VENDOR/TRANSFEROR herein has represented & assured the purchasers that the VENDOR/TRANSFEROR has received No

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बदर-७ वस्त क्रमांक (१७२२-७२०२) sale/trainer of the said Flat and shares from the said 993

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AND WHEREAS the vender herein has represented and assured the purchasers in the said Flat is free from all encumbrances, loans, charges, mortgages, and that the said Flat is free from all encumbrances, loans, charges, mortgages, lispendenses, etc. and the VENDOR/TRANSFEROR has further represented that the title of the vendor to the said Flat & said shares is clear, marketable and free from any debts and that there are no suits, litigations, civil or criminal or any other proceedings personally affecting the vendor in attachments or prohibitory orders as against or affecting the said Flat & shares before transfer or after judgement. The vendor has not received any notice either from the Government or Semi Government regarding any of the proceedings in respect of the said Flat and the Vendor/Transferor is not restricted either in the Income Tax Act or under the Maharashtra Land Revenue Code from selling & disposing off the said Flat & said shares or any part thereof.

AND WHEREAS the vendor herein has further represented and assured the purchasers that She is entitled to sell and transfer the said Flat & said shares including furniture and fixture and other facilities/Amenities and other hereto before used and enjoyed by the Transferor in the said society together with the right, title and interest, benefits and privileges under the title deeds thereof including the agreement under which the vendor has Purchased the said Flat to the purchasers, herein without any obstacles, or impediments in the law or otherwise whatsoever nature and that the vendor is entitled to the consideration amount on the sale of said Flat No. D/201,.

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बंदर-७ दस्त क्षतांक (१०२ 7२००२)

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TDANSEEDER ODDO SERS have agreed to AND WHEREAS ----purchase & acquire the said Flat & said shares together with the furniture, and other facilities/amenities hereto before used and enjoyed by the same book said society from the TRANSFEROR/VENDOR, relying on the correctness of said information and representation made by the Transferor.

AND WHEREAS the TRANSFEROR has represented to the TRANSFREES that the said Flat & the said shares are free from all encumbrances.

AND WHEREAS the party of the FIRST PART has agreed to sell, transfer & assign all her right, title and interest in respect of Flat No. D/201,, Adm. About 395 Sq. Feet Built up Area lying and situated at New Sainath Apartments Co. Op Hsg. Soc. Ltd. Tembhi Pada Road, Bhandup (W), Mumbai -Second Party i.c. and the Second Party 400 078. the to "PURCHASERS/TRANSFEREES" have agreed to acquire the within mentioned Flat together with the Interest in 5 Shares as mentioned above.

## NOW THIS AGREEMENT IS WITNESSETH AS UNDER: -

1. The Party of the FIRST PART i.e. Vendor/Owner/Transferor hereby agrees to sell, transfer & assign to the Party of the Second Part i.e. Purchasers/Transferees and the Second Party hereby agree to Purchase & acquire the right, title and interest of the Party of the FIRST PART in respect of the within mentioned Flat No. D/201, situate on the Second Floor of New Sainath Apartments Co. Op. Hsg. Soc. Ltd, Tembhi Pada Road, Bhandup (W), Mumbai - 400 078, for the consideration of Rs.5,20,000/- (Rupees Five Lacs Twenty Thousand only).

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- 2. The Transferon shall also sell & transfer the said 5 shares and all her right, title, interest, claimer and demands in the posit, sinking fund, divident and other amount standing to her credit in the consideration mentioned as above. 419.3
- 3. The Party of the SECOND PART have paid to the Party of the FIRST PART a sum of Rs.5,20,000/- (Rupees Five Laca Twenty Thousand Only) being the full and final consideration of aforesaid Flat & Shares. The Payment and Receipt whereof the Transferor does hereby admit and acknowledge and have from the same and every part thereof does hereby acquire release and discharge the Transferoes forever.
- 4. On the execution hereof the Transferor has delivered to the Transferees the said share certificate along with transfer forms duly signed by the Transferor so as to enable to the Transferees to get the same transferred to their names in the Register and Records of the said Society.
- 5. On the execution hereof and in pursuance of the said Agreement and the said consideration of Rs.5,20,000/- (Rupees Five Lacs Twenty Thousand Only) paid by the transferees to the Transferor as aforesaid, Transferor has delivered the vacant, peaceful & exclusive possession of the said flat to the transferees.
- 6. The Transferor shall pay all charges including all dues of the society payable till the date of execution of this agreement and further agree to indemnify the Transferees from and against all claims, demands and proceedings for non-payment thereof.

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7. On the execution thereof the Transferor will apply to Managing Committee of the said Society for the transfer of the said shares and said Flat to the names of the Transferees. The Transference for the first of the first if any required to be paid to the Society stative borne and paid by the parties as **दस्त क**मांक (Oo 2<sup>2</sup>/२००२) agreed.

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- 93 8. The Transferees hereby agree to become the members of the said Society and do hereby covenant with the Transferor that they will abide by the Rules, Regulations and Bye-laws of the said Society on admission as members thereof and hereby undertake to pay and discharge all calls, demands, contributions and dues which the said Society may hereafter make in respect of the said Flat.
- 9. The Transferor does hereby covenant with the Transferees that not withstanding any act, deed, matter or thing whatsoever done by the Transferor or by any person or persons lawfully or equitably claiming by, from, through under or, in trust made, committed, omitted or willingly suffered to the contrary the Transferor now has in himself good right, full power and absolute authority to sell transfer and assign the said Flat & Shares to the Transferees in the manner aforesaid.
- 10. The Transferor hereby covenants with the Transferces that the said Flat hereby agreed to be sold is free from all encumbrances and any nature whatsoever and that no person has any claim in or upon the said Flat or any part thereof by way of sale, exchange, mortgage, charge, gift, trust, inheritance maintenance possession lease, Leasement/ casement or otherwise howsoever.

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11. The Transferor hereby covenants with the Transferees that the Transferees shall henceforth quietly and peacefully porcess, use, occupie the enjoy the said Flat without any let, hindrance, denial internet and of eviction by the Transferor or any other person or persons lawfully or equitably claiming through under or in trust for the Transferor.

12. The Transferor hereby covenants with the Transferees that the Transferor shall from time to time at all times hereafter at the request of the. Transferee to execute or cause to be done and executed all acts, deeds, matters, things, conveyance, assurances and writing whatsoever for better further and more perfectly and absolutely getting the said Flat and shares transferred from the name of the Transferor to the names of the Transferees in the Register and Records of the said Society and other concerned authorities.

- 13. The Purchasers/Transferees shall enjoy the possession of the said flat as per their wish and will as owners thereof and shall be entitled to get the electric meter and other records transferred to their names for which the Vendor/Owner/Transferor has No Objection.
  - 14. The Vendor/Owner/Transferor further states and assures the Purchasers that if any dispute regarding any claim over the said flat arises; the Owner/Vendor/Transferor shall be responsible and face the consequences and shall compensate the purchasers.
  - 15. All costs, charges and expenses including all out of pocket expenses, stamp duty, registration and incidental to these presents and the transfer as aforesaid shall be borne and paid by the parties as agreed.

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बदर-७
दस्त ऋमांक (५४२ /२००२)
(193

## SCHEDULE OF PROPE

Flat bearing No. D/201, adm. about 395 Sq. First Built up Area situate of the Second Floor of New Sainath Apartments Co. Op. His Soc. Limited constructed on the piece of land bearing C.T.S. No. 44 (part), Survey No.128 (part), lying and situated on the Second Floor of building New Sainath Apartments Co. op Hsg. Soc. Ltd., Bhandup (W), Mumbai - 400 078, Taluka Kurla District Mumbai Suburban Registration failing under the ambit and area of 'S' Ward Part (The Construction of building was and the building was completed in 1972. Building is without elevator/lift

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HERE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE SIGNATURE ON THE DAY AND YEAR HEREINABOVE WRITTEN.

Signed And Delivered By The

withinnamed Vendor/Owner/Transferor

MRS. KABARI SUBHAS GHOSH

in the presence of ......

Signed And Delivered By The

Withinnamed Purchasers/Transferees

1. MRS. PRAMILA CHANDRAKANT GAWADE

#### 2. MRS. KAVITA HEMCHANDRA GAWADE

in the presence of .....

paveni Ghosh

At JIHAT - 2. 21193,



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ł	दस्त क्रमांक (१ठ२२ २००२)
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RECEIVED of and from the withinnamed Purchasors/Transfereer MRS. PRAMILA CHANDRAKANT GAWADE KAVITA HEMCHANDRA GAWADE, the sum of Rs.5,20,000/- (Rupecs Five Lacs Twenty Thousand Only) as and by way of full and final consideration in respect

RECEIPT

of the sale of Flat No. D/201,, situate on the 2nd Floor of New Sainath Apartments Co. Op. Hag. Soc. Ltd., Tembhi Pada Road, Bhandup (W), Mumbai -

400 078, sold to them in the following manner.



Cheque No. Date		Drawn on	Amount (Rs.)	
348093	11 3/20	on The Jaoli Sankani	520500-00	
		Bank 47		
		TOTAL	Ra. 5.20.000/-	

(Rupees Five Lacs Twenty Thousand Only) I SAY RECEIVED.

> Kaveri Ghosh MRS. KABARI SUBHAS GHOSH (Vendor/Owner/Transferor)

WITNESSES :

1. shri R.B. Sowant 100

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•	NEW SAINATH APPARTMENTS	S CO-OPERATIVE HOUSENG SOCIETY LTD.	•
	BEAN NO DOL		-
	REGN. NO. BOM	WS/HSG/TC 2500 OF 1987-38	
	Tembhi Pada Road	I, Bhandup (W), Mumbar - 100 070	
		बंदर-७	
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		दस्त कमाक (५२ २ ५२०२)	
	TO WHOMSO	DEVER IT MAY CONCERN $9 = 93$	
		7-1,0-	
	This is to certify that MRS. KAI	BARI SUBHAS GHOSH is a bonafide member of our	
	society braving Flat No. D/201 amo a	demonstration 206 Star Date Date Via	
	socacty, maying rist 140. L/201,, area at	dmeasuring 395 Sq. Feet Built Up, as per the records	
	available with this Society.		
	-		•
	This society has "No Objection" i	if the said Flat No. D/201, is sold to MRS. PRAMILA	
	CHANDRAKANT GAWADE & MRS	KAVITA HEMCHANDRA GAWADE as mentioned	
	in the analization dated 8/2 km 2	A the second of	
	In the appression used $\frac{0/2}{120}$	ddressed to the secretary of the society, subject to	*
	compliance of all the deal formalities.	The Construction of Building was completed in 92.	
• •	Building is without elevator/lift.		
	For New	Sainath Appartments Co-Op. Hsg. Soc. Ltd	
		At biralker	f
		Chairman/ Secretary	
		New Dermets Apertment	•
		CO-OD. Het Society	

Place: Mumboli. Date: 8/2/2002

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दस्त गोषवारा भाग-1 13/03/2002 12:44:31 pm दस्त क्रमांक : 1422/2002 दरताचा प्रकार : Conveyance अनु क्र. पक्षकाराचे नाव पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा क्षत्ररी सुभाष घोष 1 Executor अग/201, न्यू साईनाथ अगार्ट, सोसा. टेमीपाख रोड, सही Kaveri Three માંહુપ પ મું 78 2 प्रमिला चंद्रकांत गावडे Executant धी/403, साईनाथ अपार्ट, टी पी रोड, भांडुप प पुं 78 सही सी. जी मार्टान्त जायदे 3 कविता हेमचंद्र गावडे Executant Q यरीलप्रमाणे सही A CONSTRUCTS बदर-७ दस्त क्रमांक (9४७२४४००२) 92/93 SUN AUSUBLARS 1 OF 1

दस्त गोषवारा भाग - 2 वररा क्र. (यदर7-1422-2002) चा गोषवारा पावती क.:691 दिनांक:13/03/2002 वाओर मुल्ग :587500 मोबदला :520000 मरलेले मुद्रांक शुल्क : 14000 पावतीचे वर्णन नांव: प्रभिला चंद्रकांत गावडे दरल हजर केल्याचा दिनांक :13/03/2002 12:38 PM िाथादनाचा दिनांक : 11/03/2002 भाजामला :नांदणी फी 5880 260 :नवकत्म (अ. 11(1)), पृष्टांकनाची नक्कल दरताचा प्रकार :25) अभिहस्तातरण्पत्र (आ. 11(2)), शियका क. 1 ची वेळ : (सादरीकरण) 13/03/2002 12:38 PM रण्जयात (अ. 12) व छार्याचित्रण (अ. 13) > शिवका क्र. 2 ची वेळ : (फी) 13/03/2002 12:42 PM एकत्रित फी शिवका क. 3 ची वेळ : (कबुली) 13/03/2002 12:43 PM शिलका का. 4 ची बेळ : (ओळख) 13/03/2002 12:44 PM 6140: एकूम वरत गांद केल्याया दिनांक : 13/03/2002 12:44 PM 330 ٦, र्राही कुर्ला २ (विक्रोळी) । दु. गियसकाम्ब ४२३९४४७ करुन देणार तथाकथीत ( अभिहस्तातंरणपत्र) दस्तऐवज करुन दित्याचे कबूल करतात. ओळ ख खालील इसम असे निवेदीन करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटविसास. 1) दिनेश राठी ,भांडूप प मुं 78 2) शरट जैतापकर ,यरीलप्रमाण া নিনি চিনি (भिक्राळी) শিলা, fъ LAS TUR बदरः -0 दस्त क्रमांक (9822/२००२) 5-1 83 GGZO/ 90221 पुस्तक क्रमांक १ क्रमांक चोंदला. दिवांक सह. दुष्यस तिवयक, कुछा गुंबई उपबगर जिल्हा,

NDL INDI TEN RUPEES Ŀ मा. झानिल वड्राजार पांना त्यांचे पा.%.22,2092 पर्वानुसन राज्यन्न दिनी. दिचांक: १२ १९१ २०१२ मी लिहिला মী ধাৰতা 87 ADJIOS: (0(192 06 199/2092 मी कजबात घेतली EGISTRAS सर. युच्यम निर्वेधक, + THE SEAL OF H unani 9000100: 5243/92 06/99/2092 मुंगई डपनगर जिल्हा. Rad \$ m स्तरी मत RURAS SUSU २६. रुष्पम निवंधक डुर्ली : ३ હેવાં આવના વિસ્તા

ल्यू आईलास अपार्टमेंट को-ऑप. हो. सोसायरी (सर्या.)

(गोदणी क. : बी.ओ.एम्./इबल्यू.एम्./एच.एम्.जी./टी.सी. २५६९ ऑफ १९६९ ऑफ १९८७.८८) सर्वे क. १२८ (भाग) सी.टी.एम्. क. ४४ (भाग) ह.२.२

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सूचना :१) देवकांची रक्कम ह्याच महिन्याच्या २५ तारखेपर्यंत भरणा कराधी. त्यानंतर येणाऱ्या रक्कमेवर १८% हराने व्याज आकारण्यात वेईल. २) देवकांमध्ये चूक आढक्ल्याम त्याची दुरुस्ती पुढील मामिक देवकांत करण्यात येईल.

.ईगर ...... फ्रेम्ज्र किकिकार लगाम (इ

मि भार प्रायमें भार साम

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To, The Secretary New Sainath Apartment Co-op. Hsg.Society Ltd. Tembhipada Marg, Bhandup (West) Mumbai - 400 078.

18.03.2011

IFBM:RM:III:4587

Dear Sir,

### NOTING OF LIEN

We have to advise that

- Flat No.D/201, 2<sup>nd</sup> floor owned by Mrs.Pramila and Kavita Gawde
   Flat No.D/403, 4<sup>th</sup> floor owned by Mr.Chandrakant Gawde and Mr.Hemant Gawde.

is mortgaged to us for certain credit facilities granted to M/S.CHARBHUJA INDUSTRIES PVT.LTD. Please arrange to note lien in the society's record and send us the confirmation at the earliest for our record.

Yours faithfully

**RELATIONSHIP MANAGER (III)** 

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To. The Secretary 21.03.2011 Abhay Steel House Premises Co-operative Society 59-E, K.S. Nana Patil Road, Carnac Bunder, Mumbai - 400 009.

IFBM: RM: III: 4589

Dear Sir,

NOTING OF LIEN

We have to advise that

- 1. Office Premises No.502 on 5<sup>th</sup> floor owned by M/S.Charbhuja Trading & Agencies Pvt.Ltd.
- 2. Office Premises No.503 on 5<sup>th</sup> floor owned by M/S Charbhuja Trading & Agencies Pvt.Ltd.

is mortgaged to us for certain credit facilities granted to M/S.CHARBHUJA INDUSTRIES PVT.LTD. Please arrange to note lien in the society's record and send us the confirmation at the earliest for our record.

Yours faithfully

RELATIONSHIP MANAGER (III) Ł

\_\_\_\_ Code No. :\_

# ANNEXURE TO THE LONG FORM AUDIT REPORT

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[To be obtained from the branch management by the Branch Auditors of branches dealing in large advances / asset recovery branches]

0	e auvances / asset recovery branches	Ц
1	Name of the Borrower	٦,
2	Address	
3	Constitution	i i i i i i i i i i i i i i i i i i i
4	Nature of business / activity	11
5	Other units in the same group	11
6	Total exposure of the branch to the group. Fund Based [Rs. In lacs]	
	Non-Fund Based [Rs. In lacs]	·
7	Name of Proprietor / Partners / Directors	i
,	Name of the Chief Executive, if any	· · · · · · · · · · · · · · · · · · ·
9	Asset Classification by the Branch	· r
<u> </u>	(a) As on the date of current audit	······································
	(b) As on the date of previous Balance Sheet	iı !!
10	Assets Classification by the Branch Auditor	tı 11
	(a) As on the date of current audit	
	(b) As on the date of previous Balance Sheet	
11	Are there any adverse features pointed out in relation to asset classification by the Reserve Bank of India Inspection or	1] 1] 1]
12	any other audit. Date on which the asset was first classified as NPA [where applicable]	······································
13	Facilities sanctioned :	

Date of Sanction	Nature of facilities	Limit [Rs. In lacs]	Primary Security [Rs. In lacs]	Collateral Security [Rs. In lacs]	Margin %	Balance Outstanding al the year-end [Rs. In lacs	
					11	Current Year	Previous Year
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Provision M	Provision Made : Rs lacs						

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Branch:

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