

CONVEYANCE
OF
BORIVALI JITENDRA BHAVAN
Co-OPERATIVE HOUSING SOCIETY LTD

प्राप्तकर्ता का नाम

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१. नादा नोंदणी पी. अनुच्छेद सतरा किंवा अकरा वाचने.
३. राजपत्र पी.
३. फाईल करण्याची पी.
- अनुच्छेद अकरा वाचने.
- अनुच्छेद सतरा वाचने.
४. सुवातदारनामा अनुसूचान.
५. गृहपेट पी.
६. सुसंस्थित राजा पी.
७. मोहोरबंद पाकिटेचा निवेदन.
८. मोहोरबंद पाकिटे द्रमदणे.
९. मोहोरबंद पाकिटे परत मागे घेणे.
१०. अर्ध.
११. परिचारिका विभागाची परिचाराची सेवा.
१२. न्यून आकारित पीपी वसुली.
१३. नव संज्ञाच्या वास्तुच्या विहीने वलाग.
१४. विवेक ३. या नकला पाठविण्याचा ठपका घेणे.
१५. तक्रार घेणे.
१६. भला.

दुष्प्रसन्न निवेदन



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THIS INDENTURE MADE at Bombay this Twenty-ninth day of August in the Christian Year one Thousand nine hundred eighty three Between: (1) ARVIND POONAMCHAND SHAH (2) KIRTI KUMAR POONAMCHAND SHAH, (3) VASUMATI ARVIND SHAH (4) SANDHYA KIRTIKUMAR SHAH all of Bombay Indian Inhabitants hereinafter called "the Vendors" (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) of the First Part: DHARMENDRA KUMAR GOYAL also of Bombay Indian Inhabitant hereinafter called "the First Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators) of the Second Part: M/s. GOYAL BROTHERS a Partnership firm carrying on business at 5, Pragati Shopping Centre, Raftary Road, Malad (East), Bombay hereinafter called "the Second Confirming Party" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners for the time being of the said firm, the Survivors or Survivor of

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them and the heirs, executors and administrators and administrators of such last Survivor and their/ his or her assigns) of the Third Part AND BORIVLI JITENDRA BHAVAN CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Society registered under the Maharashtra Co-operative Society's Act, 1960 (Mahatashtra XXIV of 1961) under No.BCM/HSG/PR/7455 of 1981 and having its registered office at Punjabi Gully, Borivli (West), Bombay, hereinafter called "the Purchasers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns whenever the context or meaning shall so require or admit) of the Fourth Part.



W H E R E A S

1. The Vendors are absolutely and sufficiently entitled to all that piece or parcel of land or ground hereditaments and premises containing by admeasurement 1087 sq. metres. or thereabouts according to City Survey Records and bearing original Plot No.2-B and Final Plot No.5 of the Town Planning Scheme No.1 of Borivli and City Survey No.5/611 (1) to 611 (2) and Hissa No.51 bearing Survey No.78 Plot No.6/1, 9/1 and 11/2 together with the two chawls standing thereon and situate lying and being at

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 This is
 signed
 with
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 21.2.1982

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Borivli in the registration District and Sub-District of Bombay City and Bombay Suburban and more particularly described in the FIRST Schedule hereunder written and also shown surrounded by a red colour boundary line on the plan thereof hereto annexed and hereinafter referred to as "the Said Property".

2. By and Agreement dated the 14th day of September, 1977 the Vendors agreed to sell and the First Confirming Party agreed to purchase the said property at or for the price of Rs.81,000/- (Rupees Eighty One Thousand only) on the terms and conditions therein set out.

3. The First Confirming Party had entered into the said Agreement for sale for and on behalf of and in his capacity as a partner of the Second Confirming Party with a view to develop the said property either by demolishing the structures or either of them and constructing a new building or buildings and extension thereon and to sell the flats in such buildings on ownership basis.

4. The First Confirming Party paid to the Vendors a sum of Rs.40,001/- (Rupees Forty Thousand and one only) as earnest money on the 14th day of September, 1977, a sum of Rs.22,000/- on the 10th day of February, 1978, and a sum of Rs.19,000/- on the 10th day of February 1981 making an aggregate sum of Rs.81,001/- being the full purchase price agreed to be paid by the First Confirming Party to the Vendors under the said agreement for sale. That all the said amounts were paid by the First Confirming Party to the Vendors on behalf of the 2nd Confirming Party.

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- "Bavaj" (circled)
- "S.K.S." (written)
- "28/2/82" (written)
- "4/-" (written at bottom right)



5. Pursuant to the terms and conditions of the said agreement for sale, the second Confirming Party entered into possession of the said property and constructed a building thereon in accordance with the sanctioned building plans and got the occupation certificate on 28th day of August, 1979.

6. The said building consists of 18 residential tenements each of such tenements admeasuring between 150 to 580 sq.ft. carpet area and the Second Confirming Party has sold the said tenements to various flat Purchasers under various agreements entered into by the Second Confirming Party with each respective flat purchaser at the price and on the terms and conditions therein set out. There are no non-residential components and price of each flat/tenement includes the price of land details where is set out in Second Schedule hereunder.



7. A list of the flat Purchaser setting out Flat No, — Name of the Purchaser, price of the flat and area of the flat is set out in the Second Schedule hereunder written.

8. The flat Purchasers in the said building have formed themselves into a Co-operative Housing Society being the Purchasers herein.

9. The various flat Purchasers being the members of the Purchaser Society have paid to the Second Confirming Party an aggregate sum of Rs.4,92,842/- (Rupees Four Lacs Ninety Two Hundre Eight Hundred Forty Two only) by diverse amounts

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in respect of the Purchase of the said flat in the said building.

10. The building consists of residential flats and area of none of the flats exceeds 650 sq.ft. carpet area.

11. The First Confirming Party and the Second Confirming Party has requested the Vendors to execute the Conveyance in respect of the said property in favour of the Purchasers and to treat the sum of Rs.81,001/- (Rupees Eight One Thousand and One only) as total consideration amount paid by the first Confirming Party to our Vendors on behalf of the Second Confirming Party.

12. By a Resolution passed by the Purchasers on the day of 14-8-1982 it has been resolved that the said property and the premises described in the First Schedule hereunder written be purchased by the Purchasers and that the Purchasers do execute the Conveyance herein.

13. Under the terms of the Agreement between the parties hereto the Purchasers have to bear and pay the stamp duty and registration charges of the conveyance and other documents.

14. The Purchasers executing this Conveyance being the Co-operative Society registered under the Maharashtra Co-operative Housing Society Act, 1960 and the area of the said flat being less than 650 sq.ft. carpet area, this conveyance are exempted from payment of stamp duty and

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registration charges.

NOW THIS INDENTURE WITNESSETH THAT:- In pursuance of the said Agreement and in consideration of the aggregate sum of Rs. 81,001/- (Rupees Eighty Thousand and One only) paid by the diverse amountax by the First Confirming Party on behalf of the Second Confirming Party to the Vendors as hereinbefore recited being in full consideration amount to be paid to the Vendors in respect of the property exclusive of the new building constructed by the Second Confirming Party on the said property (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same and every part thereof do for ever acquit, release, and discharge the First Confirming Party and the Second Confirming Party and the Purchaser and in further consideration of the aggregate sum of Rs. 4,92,842/- (Rupees Four Lacs NineTwo Thousand Eight Hundred and forty two only) being the cost of building together with costs of land and by the members of Purchaser Society to the Second Confirming Party as hereinbefore recited on or before the execution of these presents (the payment and receipt whereof the Second Confirming Party doth hereby admit and acknowledge and of and from the same and every part thereof doth for ever acquit, release and discharge the Purchaser) THEY the Vendors do and each of them doth hereby grant sell, convey, transfer and assure unto the Purchaser forever all that piece or parcel of land or ground hereditaments and premises containing by admeasurement 1987 sq. mtrs. or thereabout together with two old chawls and bearing original Plot No. 2 B and Final Plot No. 5 of the Town Planning Scheme



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No.1 of Boribli and C.T.S. Survey No.5, 611(1) to 611 (12) and S.No.78 Plot No.6/1, 9/1 and 11/2 and situate lying and being at Borivli in the registration District and shown surrounded by a red colour boundary line and the plan thereof hereto annexed and more particularly described in the Schedule hereunder written and the Second Confirming Party grants, sells, assigns the new building constructed by them on the said property, and the First Confirming Party and the Second Confirming Party do and each of them doth hereby confirm the said respective grant together with all and singular, houses, outhouses, offices, buildings, courts, yards, areas, ways, walls, compounds, paths, passages, water, water-courses, sewers, ditches, drains, trees, plants, lights liberties easements, profits privileges advantages right, member and appurtenances whatsoever in any wise appertaining to the same or any part thereof now or at any time hereto usually held, used, occupied or enjoyed or reputed or known as part of member thereof or be appertenant thereto and together with all the benefits, advantages, right, titles interest claim and demand whatsoever of the Vendors and the First Confirming Party and the Second Confirming Party and all the estate right title and the First Confirming Party and the Second Confirming Party and each of them respectively into and upon the said premises and every part thereof, respectively and also together with all the deeds, documents, writings vouchers and other evidences of title relating to said land, hereditaments premises or any part thereof and all the estate right title interest inheritance

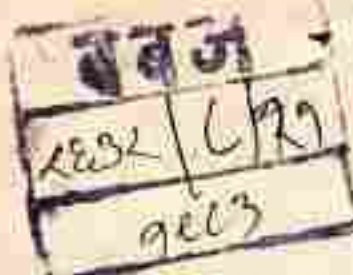


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Kanchi
28/1/2010

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CA. 2-2-2010

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property possession benefit claim and demand whatsoever doth at law and equity of the Vendors and the Confirming Parties into or out of or upon the said land, hereditaments and premises and all and singular and other the premises hereby granted and as used or intended so to be with their every right members and appearances into and to the use and benefit of the Purchaser forever, subject to the payment of all rent, taxes, assessments, rates, duties, now chargeable upon the same and/or which may hereafter become payable in respect thereof to the Government of Maharashtra or the Municipal Corporation of Greater Bombay or any other Public Body or Authority in respect thereof and the Vendors and the First Confirming Party and the Second Confirming Party do and each of them doth hereby covenant with the Purchaser that notwithstanding any Act, deed, matter or thing whatsoever by the Vendors and/or the First Confirming Party and/or the Second Confirming Party or any person or persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them made, done, committed or knowingly suffered to the contrary they the Vendors now have in themselves good right, full power and absolute authority to grant, release, convey and assure the said property and the premises hereby granted, released, or assured or intended to be unto and the use of the Purchaser in manner aforesaid and that the First Confirming Party and the Second



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confirming Party have in themselves good right, full power and absolute authority to confirm the aforesaid grants, unto and in favour of the Purchaser in manner aforesaid it shall be lawful for the Purchasers from time to time and all times hereafter to peaceably and quietly hold, enter upon, have occupy possess and enjoy the ~~amx~~ said proerty and the premises hereby granted with their appurtenances and receive the rent issues and profits or any part thereof for its own use, and benefit without any suit, lawful eviction interruption, clain and demand whatsoever from or by the Vendors or the First Confirming Party or the Second Confirming Party or their heirs, or from any person or persons lawfully or equitably claiming or to claim by from under or in trust from them or any of them and that free and clear and freely and clearly and absolutely acquitted, exhonerated released and forever discharge or otherwise by the Vendors well and sufficiently saved and defended and kept harmless and indemnified of and from and against all former and other estates titles charges and incumbrances whatsoever had made executed occasioned or suffered by the Vendors or the First Confirming Party or the Second Confirming Party or any other person or persons lawfully or equitably or claiming or to claim from under or in trust for the Vendors and further that the Vendors and all persons having or lawfully or equitably claiming any estate right, title or interest in law or in equity in the said property and the premises hereby granted or any part thereof by from under or in trust for the Vendors on their heirs or any of them shall and will from time to time and atall times hereafter at the

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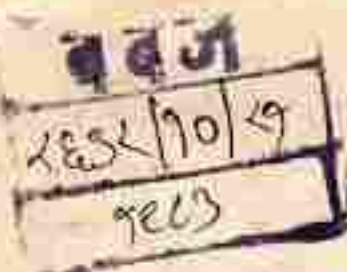


Amie
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[Signature]

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request and costs of the Purchaser do and execute or cause to be done and executed all such further and other acts, deeds, things, conveyances and assurances at law whatsoever for the better and more perfectly assuring the said property and the said premises and every part thereof hereby granted, conveyed and assured or expressed or intended so to be unto and to the use of the Purchaser in the manner aforesaid as the Purchaser its Successors and assigns or their counsel in law shall reasonably required.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL that piece or parcel of land or ground containing by admeasurement 1087 sq. metres or thereabout bearing original Plot No.28 and Final Plot No.5 of Town Planning Scheme No.1 of Borivli and City Survey No.5, 611(1) to 611(12) and Tikka No.51 and Survey No.5-B Plot Nos.6/1, 9/1 and 11/2 together with the structures constructed thereon and situate lying and being at Borivli in the registration District and Sub-District of Bombay City and Bombay Suburban and delineated in red colour boundary line on the plan hereto annexed and bounded as follows that is to say: on or towards the North by the property of Karsandas Meghji; on or towards the South by the property known as Punjabi Gully and beyond that the property of Haridas Murarji and on or towards the West by the property of Girdhardas

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THE SECOND SCHEDULE ABOVE REFERRED TO:

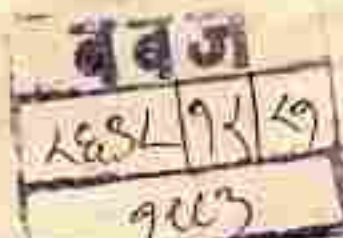
S.No.	Unit No.	Name	Carpet Area in Sq.ft.	Price including price of land.
1.	1	Mr. Jiwandas D. Thakkar	417	13,500/-
2	1A	Mr. Ramkaran H. Buriya	175	15,000/-
3.	3	Smt. Hasu T. Shah	482	32,500/-
4.	3	Mr. Trikam G. Shah	426	2,413/-
5.	Disp.	Dr. B.R. Rawal	120	8,000/-
6.	1	Smt. Chandra I. Chaplot Devi M. Chaplot	350	10,000/-
7.	2	Mr. Suresh J. Gandhi	155	3,000/-
8.	3	Mr. Prabhudas J. Pureja	515	10,000/-
9.	101	Shri J.D. Gandhia & R.D. Gandhia	513	5,200/-
10.	102	Shri Jitesh S. Baxi & Sandeep S. Baxi	470	44,000/-
11.	103	M.D. Vaidya	446	45,000/-
12.	104	Mr. Vijaysingh Chaturbhuj	493	50,000/-
13.	201	Smt. Sheela P. Agarwal	513	50,000/-
14.	203	Shri Ramji G. Popat	324	2,378/-
15.	202	Smt. Taramani R. Goyal	470	35,000/-
16.	204	Shri Mahendra S. Parekh and Bharat S. Parekh	627	15,001/-
17.	302	Mrs. Bhagwati L. Gurani & Mr. Nadkishore L. Gurani	470	44,000/-
18.	301	Mr. Mukund B. Jahagirdar & Smt. Shashikala B. Jahagirdhar	513	40,000/-
19.	303	Smt. Suman Raghuvir Trivedi & Gaurang R. Trivedi	452	46,000/-
20.	304	Raghubhai I. Trived	499	21,850/-
21.	Exist- ing Chawl.	Goyal Brothers	-	-
				4,92,842/-

Consul

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SIGNED, SEALED & DELIVERED by

the withinnamed Vendors:

- 1) ARVIND POONAMCHAND SHAH
- 2) KIRTIKUMAR POONAMCHAND SHAH
- 3) VASUMATI ARVIND SHAH
- 4) SANDHYA KIRTIKUMAR SHAH

in the presence of.

[Signature]
[Signature]
On 27.8.82
S. K. Shah.

SIGNED, SEALED & DELIVERED by

the withinnamed First Confirming

Party: DHARMENDRA KUMAR GOYAL

in the presence of - -

[Signature]

SIGNED, SEALED & DELIVERED by

the withinnamed Second Confirming

Party: M/S. GOYAL BROTHERS IN

THE presence of

[Signature]



THE COMMON SEAL OF BORIVLI
JITENDRA BHAVAN CO-OPERATIVE HOUSING

SOCIETY LTD., was pursuant to the
Resolution passed on the 14th
day of AUGUST 1982.

hereunto affixed in the presence

and Shri *[Signature]* R. Trivedi ✓

member of the Committee and

Shri M. D. Vaidya of Jitendra

Bhavan Co-op. Society who in

token thereof have signed these

presents in the presence of

3 mt. chandra I ch plot.



[Signature]
[Signature]

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RECEIVED of and from the withinnamed
the First Confirming Party on behalf
of the Second Confirming Party a sum
of Rs.81,001/- (Rupees Eighty One
Thousand and one only) as herein-
before recited being the full purchase
price withinmentioned to be by him
paid to us.

Rs.81,001/-

Witnesses:-

We say Received:

[Signature]
S.K. Shah. 22.2.28

..... Vendor.

RECEIVED of and from the
members the withinnamed Purchaser
Society a sum of Rs.4,92,842/-
(Rupees Four Lacs Ninety two
Thousand Eight Hundred and
Forty two only) being the
purchase price payable by the
members of the purchaser
Society in respect of the various
flats purchased by them as herein
before recited.

Rs.4,92,842/-

Witnesses:-

We say Received:

Second Confirming Party.

[Signature]



**B. E. Gwill - M. Tech. Struct., M.I.E.
Architect - Engineer - Valuer**

PHONE: 89 56 92
68 53 53

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Date 18.2. 1983

LABOR UNION REPORT

Ref: Chawli premises at "JITENDRA BHAVAN"
Punjab: Galli, Morvi: (West) Som. 55

Under the instructions from Messrs. ~~James~~
Brothers, the builders of the building known as
"JITENDRA BAZAAR" at Punjabi Batti, Porivli (West)
Bombay 40 092, I visited inspected and took the
necessary measurement of the Chawl premises with
a view to ascertain the FAIR MARKET value of the
said chawl premises. On collecting the required
data from the builders, my findings are as under:

LOCATION The property is situated at PUNJABI GRILL in developed locality with some existing chawl around. The property is approachable within 10 minutes from Borivli.

LAND: The land on which the said building known as JITHENDRA BHAWNI with the old existing chawl standing thereon, is erected and standing thereon, is a freehold land but is encumbered with existing tenants and with small open spaces around. The existing tenants are a liability to the owner of the Chawl. The F.S.L. of 1.00 being permissible in this area is fully utilised and consumed in the construction of the building and the land cannot be further developed. The plans for the building "JITHENDRA BHAWNI" were sanctioned by

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the Bombay Municipal Corporation under reference
Ba/CE/2930/36/II/V/R and completed in all respects
on or about 6th March, 1980.

BUILDING

The building is a ground plus 3 upper storeyed
consisting of residential flats measuring between
150 and 300 sq.ft. carpet area each, and the old
existing chawl is just adjacent to the said building
on the said land.

EXISTING CHAWL

The area of the existing chawl is approximately
4172.50 sq.ft. equivalent to 387.63 sq.mtrs. or
thereabout which is considered as one unit. The
entire land on which the said building and the said
chawl is erected and standing is being conveyed
in favour of the society. The owners of the existing
chawl is admitted as a member of the society. The
existing tenants are a liability to the owners of
the said chawl. It cannot be further developed
as the full F.S.I. is already utilized. The owners
of the existing chawl receive rent from the existing
tenants in the said chawl. From enquiries, I gather
that the existing chawl is more than 30 years old.
I understand that after the conveyance is executed
in favour of society, the ultimate transferee i.e.
the society may execute a deed of lease of that
part or portion of the land on which the existing
tenants stand in favour of the owners of the
existing chawl merely for the purpose of maintenance

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R. D. Magdum

B. E. Civil M. Tech. Struct. M.I.E.
Architect - Engineer - ValuerPRAGATI SHOPPING CENTRE, MANCHHUBAI ROAD, MALAD, (EAST)
BOMBAY-400 064.PHONE: 68 66 99
68 63 53

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Date 16.2.1983

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and at the most as per the municipal rules for necessary repairs and reconstruction of the same chawl in the event of dilapidation. The proposed lease deed or agreement is not produced before me. In fact, it is not yet prepared and it will be prepared and executed by the ultimate transferee i.e. the society, once the conveyance is executed in favour of society. I further understand that the proposed lease rent will be Rs.51/- per annum, payable to the society by the said owner.

METHOD OF VALUATION OF THE EXISTING CHAWL:

Ground plus partly one upper storayed structure with asbestos roofing and load bearing walls with doors and windows of ordinary teak wood and flooring of I.P.S. and no provision of A.C. inside. Electric installations are of ordinary type. As the structure is on rental basis, I have fixed the value of the structure on the following basis:

Gross Rent per annum	Rs. 2424.72
Outgoings: A.C. Taxes	802.00

Collection & Management 6% say	180.00
Repairs & Maint. 12.5%	303.09
Sweeper's charges @ Rs.30/- per month	360.00
	<u>1615.09</u>

Net Rent	809.63
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Capitalisation of this net rent at 9% in perpetuity: $809.63 \times 11.11 =$ Rs.8994.98

0% VALUE OF THE SAID EXISTING CHAWL: say Rs.9000/-

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(R.D. MAGDUM)

B.E. (Civil) M. Tech. (Struct) M.I.E.,
Registration No. Cat. 1-2056 of 1973
Cat. ED. 1-734 of 75

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Effect

Handwritten signature
S.K.S.

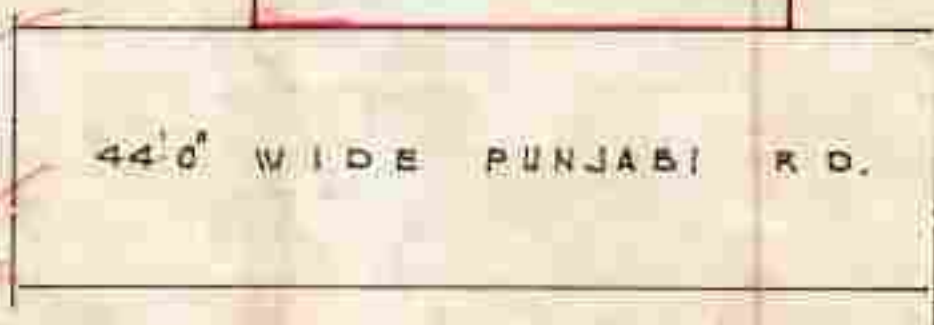
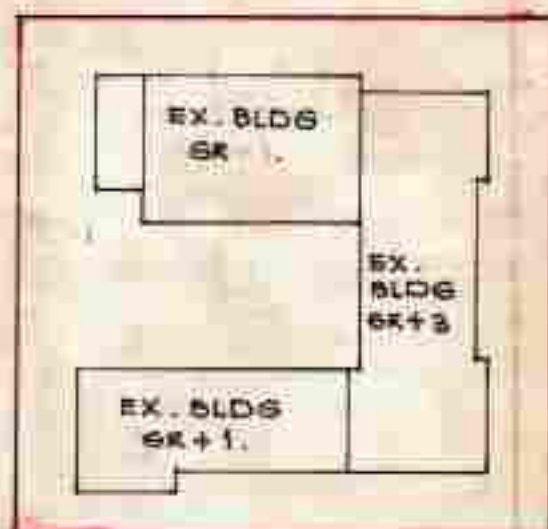
11.2.83

R. B. Maddam



PLAN SHOWING THE PROPERTY
BEARING ORIGINAL PLOT NO. 2-B
FINAL PLOT NO. 5 OF T.P.S. NO. 1.
C.T.S. NO. 611. BORIVLI (WEST).
CONTAINING AREA : 1087.00 SQ.M.
SCALE : 1 : 500.

NOTE :
BOUNDARY OF THE PLOT SHOWN IN RED.



Handwritten signature of P.A. Kharkar

P.A. KHARKAR
ARCHITECT.

407, PRASATI SHOPPING CENTRE
DAFTARY ROAD, MALAD (E).

206

206

932

श्री. बर्गे, हुकुमार गोयल, बम 3E, आगरा.

वस्तुपत्र कचन देवाए

आगरा 2E किलो नदी, एवा माया,
पुस्तकालय रोड, बर्गे बम 3E/4E.
वस्तुपत्र कचन देवाए
कचन देवाए.

बबज
28/3/20/29
9263

x [Signature]



श्री एव. जी. गोयल, जोकर, 9 बर्गे बम 3E/4E, एवा माया,
बर्गे बम 3E/4E.

है सप-रजिस्टार माया ओळ
लोवे अगुन से बरोल वस्तुपत्र
कचन देवाए वस्तु: ओळकत
असलपत्र संगतत व त्यांची
ओळकत देता.

x [Signature]

ता. 26/12/03.

[Signature]
सप-रजिस्टार, मुंबई.

26/12/03
34000
02/12/03
445,000/-
2407
26/12/03

26/12/03

[Signature]
सप-रजिस्टार, मुंबई

२०२

२४७

लेखक अधिकारी कोरे कोदमपत्र No. Desk -
VIA /SR-27/B.A. 5503 दिनांक १२-०१-१९६३ व
पुणे पुणे की फल वनज ६०२६/२००० नमूने -
दफा ना हरकती माधुन मुका फेला

दिनांक १२/१०/२०००

पुण्या निबंधक, मुंबई (उपनगर)



पुण्या निबंधक १

मोदला

हारीष

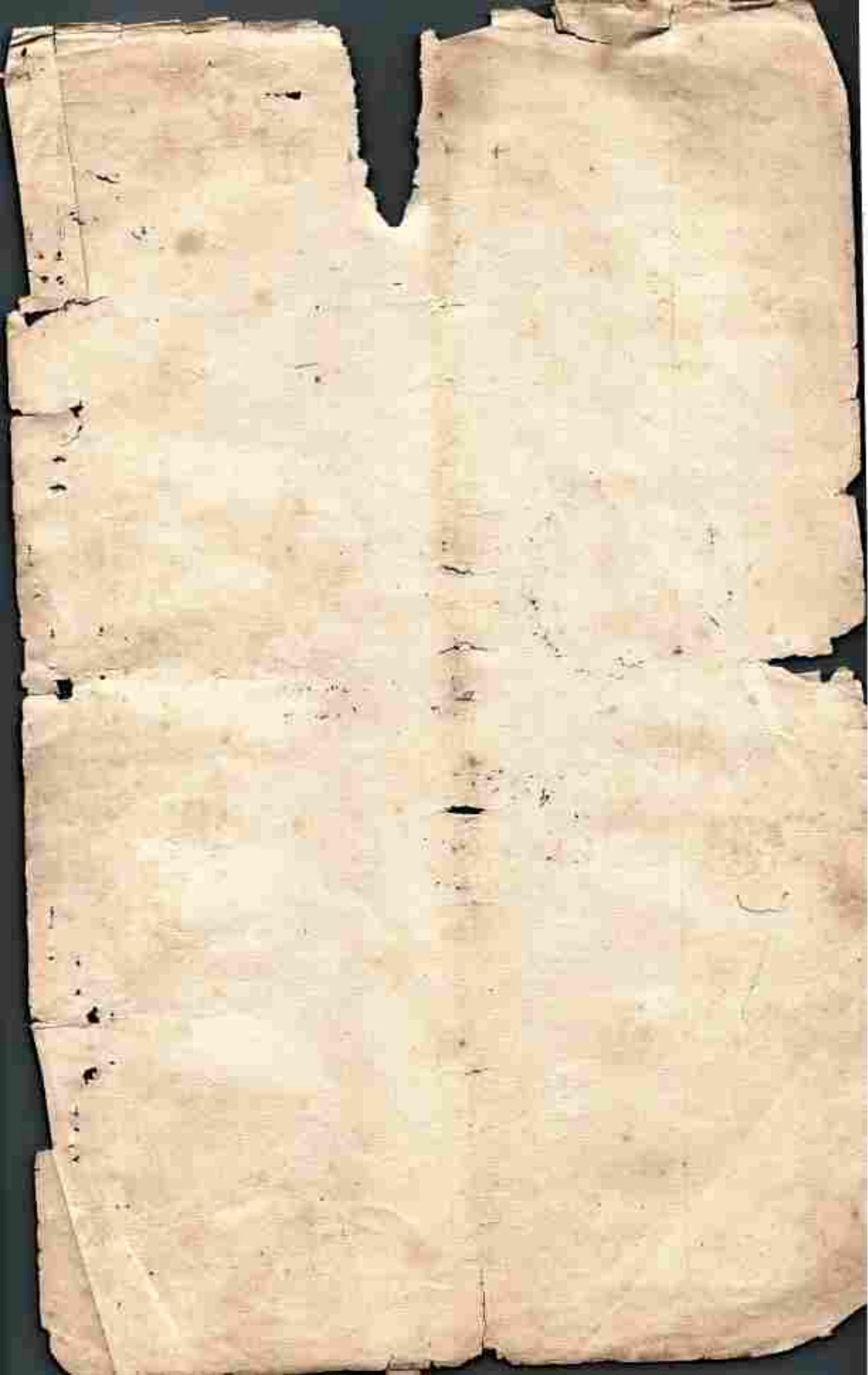
२२५ २६३४८३

१२/१०/२०००

३१/१०

पुण्या निबंधक, मुंबई
अधिकारी मुलाखती करणारे राज
निबंधकाने सर्व अधिकार बघणारा





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31/10/2010

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TO

Venore

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CO-OPERATIVE HOUSING
SOCIETY Ltd.

Purchase

9-Tax
MOC

10/1/2010
MOC
Adm. Building

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A. 49/540/

(800/-

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32
8
120

900
90
32
10
136 500

M/s. Pravin Mehta & Co.,
Advocates & Solicitors,
7, Hind Rajasthan Chambers,
4th Floor, 6, Oak Lane,
Fory, Bombay-400 023.

MUR. 02 JUN 2010