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Presented at the office of the presented at the presented

Bub Registrar of Bombay

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Registration Rs. 262-50
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Tob Registrer

DEED OF SALE

this deed of sale made at Bombay the Late (1) day of March 1968 Between (1) Pramod Harischandra Hate, (2) Charudatta Harischandra Hate, a minor by his brother and guardian the said Pramod Harischandra Hate, and (3) Smt. Prafullata Suhas Wadivkar (formerly Kumari Prafullata Harischandra Hate) all of Bombay Inhabitants hereinafter jointly called "The Vendors" (which expression shall unless otherwise repugnant to the context and meaning be deemed to mean and include their and each of their respective heirs, representatives, executors, administrators, and assigns ) of the One Part, A N D KESHAV SINAI KUNDE of Bombay Inhabitant hereinafter



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called the "PURCHASER" ( which expression shall unless otherwise repugnant to the context and meaning be deemed to mean and include his heirs, executors, administrators and assigns ) of the Other Part;

WHEREAS the Vendors are the children and the only surviving heirs and legal representatives of the late Harischandra Sadashiv Hate and the late Mrs. Anusuya Harischandra Hate AND WHEREAS the Vendors as such heirs and legal representatives are the joint-owners of all that piece or parcel of land or ground admeasuring 495.5 sq.yds. or thereabouts with the messuages and dwelling house standing thereon and known as " SADASHIV NIVAS " situate at Duart Lane, Vithalbhai Patel Road, Bombay 4, and more Min particularly described in the Schedule hereunder written 95.4 AND WHEREAS the said Pramod Harischandra Hate is the brother and the guardian of the said minor Charudatta Harischandra Hate AND WHEREAS the said Pramod Harischandra Hate acting for himself and the said Charudatta Harischandra Hate and Smt. Prafullata Suhas Wadivkar by an agreement for sale dated 4-12-1967 have agreed with MESSRS K.K. AUTOMOBILES for the sale to them or to their nominee or nominees of the said property along with the building described in the Schedule hereunder written for the price of Rs.70,000/- ( Rupees Seventy Thousand only ) AND WHEREAS it was agreed between the parties that the Vendors do obtain from the High Court of Maharashtra an order permitting the said Pramod Harischandra Hate to convey and complete the sale on behalf of his brother Charudatta Harischandra Hate AND WHEREAS the High Court of Maharashtra by its order dated the 23rd February 1968

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has sanctioned the sale of the property described in the Schedule hereto and further appointed the said Pramod Harischandra Hate as the guardian of the right title and interest of the minor Charudatta Harischandra Hate in the said immovable property described in the Schedule hereto AND WHEREAS the High Court of Maharashtra has further authorised the said Pramod Harischandra Hate as such guardian to complete the sale of the said property in favour of MESSRS K. K. AUTOMOBILES or their nominee or nominees AND WHEREAS the said MESSRS K.K. AUTOMOBILES have nominated Shri Keshav Sinai Kunde in whose favour the said property should be conveyed and intimated this decision to the Vendors by a letter dated 27th February 1968 AND WHEREAS the Vendors have agreed to do so.

AND WHEREAS by an Indenture of Transfer of Mortgage dated the 21st of February 1962 made between the SHAMRAO VITHAL CO-OPERATIVE BANK LTD., Bombay therein called " THE TRANSFEROR " of the first part, the Vendors therein called the Mortgagors of the second part and Mrs. Suprabha Dattaram Vaiwoode and Shrinivas Dattaram Vaiwoode therein called " THE TRANSFEREES " of the Third Part and registered at the office of the Sub-Registrar, Bombay on 22-2-1962 under Serial No.804 of 1962 of Book No.1, in consideration of the sum of Rs.13,193-52 P. paid by the Transferees to the Transferor, the Transferor did thereby convey, grant and assure unto the Transferees all that piece or parcel of land or ground together with the messuages and dwelling house known as " SADASHIV NIVAS " standing thereon situate at Duart Lane, Vithalbhai Patel Road, Bombay 4, and more particularly described in the Schedule....



Schedule thereto and in the Schedule hereunder written tohold the said land and hereditaments and premises unto and to the use of the Transferees subject nevertheless to the proviso for redemption therein contained;

AND WHEREAS by an Indenture of Reconveyance dated 27th day of January 1968 and registered with the Sub-Registrar of Bombay under Serial No.383/68 of Book No.I on the 27th day of January 1968 made between the said Transferees Mrs. Suprabha Dattaram Vaiwoode and Shrinivas Dattaram Vaiwoode therein called the Mortgagees of the one part and the Vendors, therein called the Mortgagors of the other part, the Mortgagees did for the consideration therein mentioned of Rs.13,193-52 with all interest due thereon reconveyed, granted and released unto the Mortgagors the said mortgaged property more particularly described in the Schedule thereto and in the Schedule hereunder written together with their rights, easements and the estate title claim and demand of the Mortgagees into and upon the said mortgaged property and all and singular the premises freely and absolutely discharged of and from all principal moneys, interests and all other moneys secured or intended to be secured by the herein--before recited Indenture of Transfer of mortgage dated 21st day of February 1962:

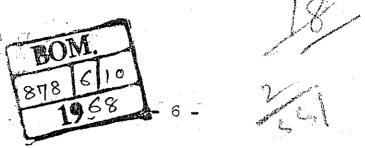
AND WHEREAS the Vendors being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land hereditaments and premises with the dwelling house known as Sadashiv Nivas standing thereon admeasuring 495.5 square yards or thereabouts

situate....



situate at Duart Lane, Vithalbhai Patel Road, Bombay 4, and more particularly described in the Schedule hereunder written and intended to be hereby granted, transferred, conveyed and assured or expressed to be did by an Agreement to sell dated the 4th day of December 1967 made between the Vendors of the one part and the Purchaser of the other part the Vendors agreed to sell to the Purchaser or his nominee the said land with the building standing thereon with the appurtenances and free from incumbrances at or for the price of Rs.70,000/- ( Rupees Seventy Thousand only ) AND WHEREAS the Vendors have received from the Purchaser on 4-12-1967 the sum of Rs.20,000/-( Rupees Twenty Thousand ) the payment and receipt whereof the Vendors do hereby admit and acknowledge, as and by way of earnest money and in part payment of the said purchase price, AND WHEREAS pursuant to the said agreement dated 4-12-1967 the Purchaser has now requested the Vendors to execute these presents in favour of the PURCHASER which the VENDORS have agreed to do in the manner hereinafter appearing NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in considera--tion of the sum of Rs.20,000/- ( Rupees Twenty Thousand ) paid to the Vendors on 4-12-1967 as earnest money and in part payment of the said purchase price and the sum of Rs. 50,000/- (Rupees Fifty Thousand ) paid on or before the execution of these presents to the Vendors by the Purchaser making together the sum of Rs.70,000/- ( Rupees Seventy Thousand ) the payment and receipt whereof the Vendors do hereby admit and acknowledge and of and from the same and every part thereof do forever acquit release and discharge....

P.S. N.



and discharge the Purchaser THEY the Vendors do hereby grant convey and assure unto the said Purchaser ALL AND SINGULAR all that piece or parcel of pension and tax land or ground together with dwelling house standing thereon and known as " Sadashiv Nivas " situate on the South side of the Vithalbhai Patel Road with the messuage and tenements standing thereon and all other hereditaments and premises in the Bombay Sub-Registration District bearing Cadastral Survey No.1616 of Girgaum Division admeasuring 495.5 square yards or thereabouts and more particularly described in the Schedule hereunder written together with all that deeds, documents, writings, vouchers and other evidence of title relating to the said piece or parcel of land or ground hereditaments and premises and every part thereof AND ALL the estate right title interest use inheritance, property, possession, benefit claim and demand whatsoever both at law and in equity of the Vendors into or upon the said land and hereditaments and premises and every part thereof hereby granted conveyed and confirmed or expressed so to be with their and every of their rights members and appurtenances unto and to the use of the Purchaser forever absolutely free from all incumbrances and freed and discharged from and of all claims but SUBJECT NEVERTHELESS to the payment by the Purchaser of all rents, taxes, assessments, rates, dues and duties now chargeable upon the same or which may hereafter become payable in respect thereof to the Municipality or to the Government or any other local or public authority or body in respect of the said property and hereditaments hereby granted conveyed and assured AND the Vendors do and

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each of them doth hereby covenant with the Purchaser that notwithstanding any act deed or thing whatsoever by the Vendors or any of them or any of their ancestors done or executed or knowingly suffered to the contrary or by any person or persons lawfully or equitably claiming by from through under or in trust for them THEY THE VENDORS have good right to grant convey and assure the said land and hereditaments hereby granted conveyed and assessed or expressed so to be UNTO AND TO THE USE of the Purchaser shall and may at all times hereafter peaceably and quietly possess and enjoy the same and receive the rents and profits thereof and of every part thereof to and for their own use and benefit without any eviction interruption claim or demand whatsoever from or by the Vendors or any person or persons lawfully and equitably claiming as aforesaid and that free and clear and freely and clearly and absolutely acquitted exonerated and forever discharged or otherwise by the Vendors well and sufficiently saved and defended and kept harmless and indemnified of from or against all former and other estates, titles, charges and incumbrances whatsoever had made executed occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim by from under or in trust for them or any of them AND FURTHER THAT they the Vendors and all persons having or lawfully or equitably claiming any estate right title or interest whatsoever in the said land hereditaments and premises or any part thereof from under or in trust for the Vendors or their heirs or any of them shall and will from time to time and at all times hereafter....



hereafter at the request and costs of the Purchaser do and execute or cause to be done and executed all such further and other lawful acts deeds and things whatsoever for further and better and more perfectly assuring the said land and hereditaments and premises and every part thereof unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required.

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

## THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

land or ground (cess whereof is redeemed) together with
the messuage or building standing thereon known as

"Sadashiv Nivas" and "Komala Nivas" situate lying
and being on the South side of Girgaon Back Road, now
known as Vithalbhai Patel Road, without the Fort of
Bombay in the Registration Sub-District of Bombay containing
by admeasurement as originally believed 450 square yards equivalent
but on more accurate measurement found to admeasure

Linear to 44457 metro or the containing
books of the Collector of Land Revenue with other
property under Old No.334, 334 New No.1 B/2155, 2156
Old Survey No.601, New Survey No.2C/7951 and Cadastral

Survey No. 1616 of Girgaon Division and bounded as follows

that is to say on or towards the East by the property

of Joseph Alexander Valladares on or towards the West

by the property of Jose Mariano De'Almeda on or towards

the South by the property of Paper Mill and on or towards

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the...



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the North by the Public passage of the Oart and assessed by the Assessor and Collector of Municipal Taxes and Rates under D Ward No.1446 Old Street No.5, New Street No.365-F and 365-FF.

SIGNED SEALED AND DELIVERED

by the withinnamed VENDORS

(1) PRAMOD HARISCHANDRA HATE

for self and on behalf of

CHARUDATTA HARISCHANDRA HATE

(2) CHARUDATTA HARISCHANDRA

for Self and as a gandian A Charmeletin H. Hate.

HATTI 2 nd

(2) Mrs. PRAFULLATA SUHAS
WADIVKAR (formerly Kumari
Prafullata Harischandra Hate)
in the presence of. ....

Y.S. Wadirkar.

Witnesses: Karsondus br. Kors.
Karsondus br. Kors.
Karsondus br. Kors.

RECEIVED the day and year first hereinabove written of and from the Purchaser KESHAV SINAI KUNDE the sum of Rupees Fifty Thousand which together with the sum of Rupees Twenty Thousand received on the 4th day of December 1967 respectively make up the sum of Rupees Seventy Thousand only being the full consideration money abovementioned to be by the Purchaser paid to the Vendors.

1 Rs.70,000-00

WITNESSES

WE SAY RECEIVED :

Karsandus la Kar,

Pramod It. Hate.

as seems Promod Hasischandra Habes terself and as queerdien of hes numez hosain Charudatta, 24, Service, 5. E, 2nd Duhash -Lane, V. P. 122, 12 hours 4-02). Sout Prafer Pala Sulias washinker, 26, household, weedin-Her Wines, Tweel Pakhado, Waled (west, 1-ombays 64, essenting 1 santis, Judians, achinito spe certain of me Iso called Comeyone dæd. Pramod H. Hate.

schri Kassondas 18. Kazi, Salicilis

Food, 13 kay 1

and known to the Sub-Registrar states that be knows the above executant and identifies

1200 4 m March 10 68 / Karsonders Wikar



Registered No. 878/20f Book No.

## **EXTRACT**

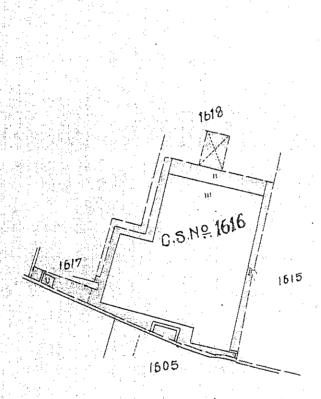
FROM THE

## CADASTRAL SURVEY MAP OF THE TOWN AND ISLAND OF BOMBAY

UNDER SECTION 10(4) OF THE BOMBAY CITY SURVEY ACT, 1915

CADASTRAL SURVEY No.1616

DIVISION GIRGAUM



Scale 40 Feet to 1 Inch.

Bombay:

Dated 2ND JAHVARY

192 5.

Superintendent,
Bombay City Survey and Lånd Records Office.

DESCRIPTION OF MY. KARNIK