

Tuesday, December 22, 2009

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Original

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पावती

पावती क्र. : 11571

गावाचे नाव एक्सर

दिनांक 22/12/2009

दस्तऐवजाचा अनुक्रमांक वदर10 - 11562 - 2009

दस्ता ऐवजाचा प्रकार

अभिहस्तांतरणपत्र



सादर करणाराचे नाव: देवांग किरीटकुमार वोरस

नोंदणी फी

:-

100.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:-

1460.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (73)

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रु.

1560.00

आपणास हा दस्त अंदाजे 6:12PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-बोरीवली 4

बाजार मुल्य: 0 रु.

मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 200 रु.

सह दुय्यम निबंधक, बोरीवली क्र. ४,
मुंबई उपनगर जिल्हा.



बदर-१०
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CONVEYANCE DEED

THIS INDENTURE made at Mumbai this day of 4th December 2009 between Shri Rasiklal Mangaldas Shah, age: 86 years and Smt. Vimlaben Rasiklal Shah, age: 75 years, Indian Inhabitants, presently residing at plot No. 43 Daulatnagar, Eksar Borivali(E), Mumbai, herein after referred to as the **VENDORS** (which expression shall unless it be repugnant to the context or meaning thereof means and included the said **VENDORS** and their legal heirs, executors, assigns, representatives) of the ONE PART; AND **SHRI DEVANG KIRITKUMAR VORA**, age: 26 years and **SHRI KIRITKUMAR GOPALJI VORA**, age: 56 years, Indian inhabitant, presently at C/4 Shobhana, Maratha colony, Dahisar(E) Mumbai 400068, herein after referred to as the **PURCHASERS** (which expression shall unless it be repugnant to the

Authorised Signatory

OF THE KAPOIL CO-OP BANK LTD.

The Kapoil Co-operative Bank Ltd.,
Borivali Branch, Bhandarkar Bhavan,
S.V.Road, Borivali(W),
Mumbai-400 092.

D.S:STPN/C.R.1061/09/05/2005-2008

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context or meaning thereof means and includes the said PURCHASERS or their survivors and his legal heirs, executors, assigns, representatives) of **THE OTHER PART**;

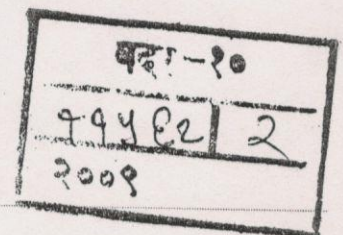
WHEREAS vide conveyance deed dated 25.01.1957 registered under the registration No. 77 with the Registrar Bassein at Borivali, one Smt. Bimladevi Vedkumar Anand purchased all that piece and parcel of land bearing plot No. 43 (part), admeasuring 145 sq. yards or thereabout in Daulatnagar, Eksar, Borivali (better mentioned in schedule I & II of Annexure I) from Seth Daulatram Mohandas, the later then being absolutely seized and possessed of the said plot of land along with the structure thereon (a copy of the said conveyance deed dated 25-01-1957 is annexed to the present agreement at **Annexure 1**);

AND WHEREAS pursuant to the aforesaid conveyance deed, the said Smt. Bimladevi Vedkumar Anand became the absolute, legal and peaceful possessor of the said plot of land along with the structures thereon (better mentioned in Schedule I & II of **Annexure 1**) and also came into the exclusive, peaceful and undisputed possession of the said plot and structure thereon;



AND WHEREAS vide conveyance deed dated 28-08-1971 registered at serial number 3761 with the Registrar of Bombay (the deed annexed as **Annexure 2**). The said Smt. Bimladevi Vedkumar Anand conveyed the said plot of land (described in **Annexure 2**) to the VENDORS herein viz; Shri Rasiklal Mangaldas Shah and Smt. Vimlaben Rasiklal Shah and hence the VENDORS became the absolute, legal and

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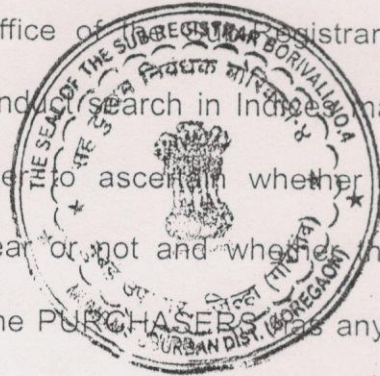
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undisputed owners and came in peaceful, legal and undisputed possession of the said plot of land along with structure thereon to the exclusion of the world at large;

AND WHEREAS since the said conveyance dated 28-08-1971 the VENDORS are in complete, absolute, peaceful, uninterrupted and exclusive possession of the said plot and structure (mentioned in **Annexure 2**) and also bear absolute and legal title, right and interest therein;

AND WHEREAS the PURCHASERS approached the VENDORS with an intention to purchase the said plot of land along with structure thereon on and the VENDORS have agreed to sell and convey the said plot of land along with structure thereon to the PURCHASERS;

AND WHEREAS before executing the conveyance deed regarding the sale of the said property, the PURCHASERS intimated to the VENDORS their desire to conduct a search of the said property in the office of the Registrar of Assurances throughout the region of Mumbai and conduct search in India maintained by the said office of the Sub-Registrar in order to ascertain whether the title of the VENDORS over the said property is clear or not and whether the said property agreed to be sold by the VENDORS to the PURCHASERS has any encumbrances over it or not; and to carryout and complete the formalities of obtaining loan from bank or any financial institution for the purpose of financing the said purchase by the PURCHASERS and for doing and/or completing any other formality for the sake of the said purchase;



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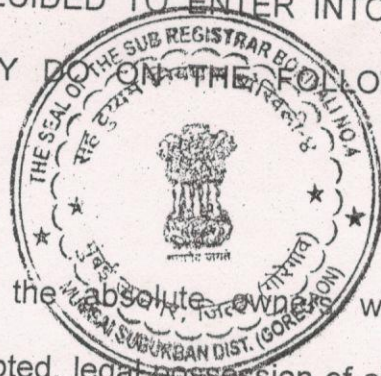
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AND WHEREAS for the sake of the aforesaid the PURCHASERS required some time before executing the conveyance deed and hence the PURCHASERS proposed and the VENDORS agreed to enter into an Agreement for Sale which was executed on 26th August 2009 under registration no BDR-10-7533.

AND WHEREAS after the execution of the said Agreement for Sale dated 26th August 2009 under registration no BDR-10-7533 which is registered with the sub-registrar of assurances at Goregoan and over which a complete stamp duty of Rs. 3,50,000/- (Rupees Three lacs and Fifty thousand only), which is payable over a conveyance deed, is paid under receipt No. 192353, the PURCHASER has carried out the necessary formality of conducting search of the said property through the State Bank of India, Dahisar branch and the said bank after having been satisfied with the title of the VENDORS has also sanctioned and disbursed on the date of execution of this conveyance deed, a loan of Rs. 50,00,000/- (Fifty Lacs only) to the PURCHASERS, and the Demand Draft (PAY ORDER) for an amount of Rs. 50,00,000/- (Fifty Lacs only) is given to the VENDOSRS;

THEREFORE THE PARTIES HERETO HAVE DECIDED TO ENTER INTO THE PRESENT CONVEYANCE DEED, WHICH THEY DO ON THE FOLLOWING TERMS AND CONDITIONS:

1. The VENDORS declare that they are the absolute owners without encumbrance of and in peaceful, uninterrupted, legal possession of all that piece and parcel of land bearing plot No. 43 (part), admeasuring 145 sq. yards (conversion into sq. mtrs. 112.4) or thereabout in Daulatnagar, Eksar, Borivali along with a structure consisting of GROUND plus ONE upper



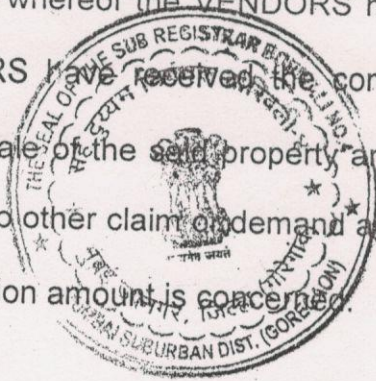
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floors of RCC make etc, mentioned in details in **Schedule of the property** herein under written and hereinafter conjointly termed as 'the property'.

2. Out of the total consideration amount of Rs. 70,00,000/- (Rupees Seventy Lacs Only), agreed upon by the and between the parties hereto, the VENDORS had paid to the PURCHASERS and amount of Rs10,00,000/- (Rupees Ten Lacs Only) through banker's cheque No. **028133**, dated **24/08/2009**, drawn on **HDFC Bank, Borivali Branch**, at the time of execution of the agreement for sale dated 26th August 2009, a copy of which is annexed hereto as **Annexure 3**, and further an amount of Rs10,00,000/- (Rupees Ten Lacs Only) through banker's cheque No. **689914**, dated 16/09/2009, drawn on **The Kapol Co-operative Bank, Borivali** branch having been paid to the VENDORS and the balance amount of consideration is paid to the VENDORS today vide banker's cheque dated **7th Dec 2009**, drawn on the **State Bank of India**, for an amount of Rs. 50,00,000/- (Rupees Fifty lacs only). The VENDORS declare that with the aforesaid payment, a receipt whereof the VENDORS hereby give to the PURCHASERS, the VENDORS **have received the complete amount against the consideration for the sale of the said property** and the VENDORS further declare that they have no other claim or demand against the PURCHASERS as far as the consideration amount is concerned.



3. The VENDORS, in pursuance of receipt of the entire amount of consideration as aforesaid, have handed over peaceful and vacant possession of the said property to the PURCHASERS free from all

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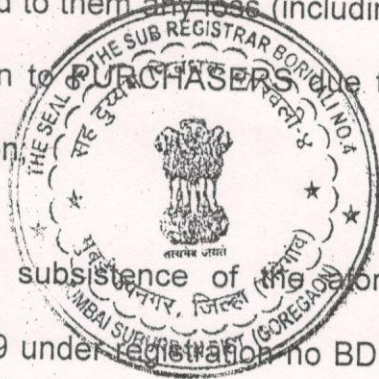
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encumbrances. The VENDORS do hereby grant, convey, sell, transfer and assure unto the PURCHASERS, their successors, assigns, administrators-in-interest, all the said land and the structure standing thereon, better mentioned in the schedule hereunder written together with all the paths, passages easements, privileges, trees, appurtenances now or any time hereafter and the PURCHASERS shall and may at all times hereafter peacefully and quietly possess and enjoy the said property to the exclusion of all and sundry including the VENDORS;

4. The VENDORS hereby confirm that they are legally entitled to grant the aforesaid conveyance in favour of the PURCHASERS free of all encumbrance of any sort whatsoever and in case the VENDORS, after the execution of the present conveyance deed, receive any claim pertaining to ownership, tenancy, mortgage, lien, charge, lease, license etc over the said property from any person or entity claiming through the VENDORS, it shall be the complete responsibility of the VENDOR and the VENDORS hereby indemnify the PURCHASERS to make good to them any loss (including the cost of litigation, if any) that may occasion to the PURCHASERS due to the aforesaid claim or charge of any such person.
5. The VENDORS declare that during the subsistence of the aforesaid Agreement for Sale dated 26th August 2009 under registration no BDR-10-7533 executed between the parties, and before the date of execution of this conveyance deed, the VENDORS have not entered into any contract or agreement for sale of the said property or in any way created any new right



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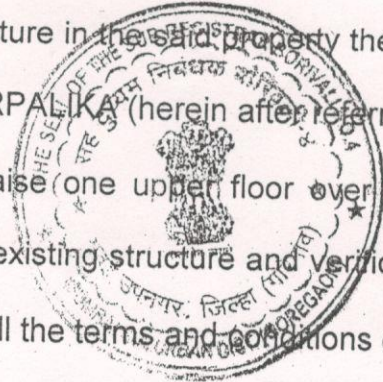
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over the said property in favour of any person whatsoever or in any manner created any third party interest over the said property.

6. The VENDORS declare that till the year 1990, the said property consisted of the aforesaid plot along with a structure consisting of ground floor, which was registered in R ward as per the record maintained by the Municipal Corporation for Greater Mumbai and that immediately after the conveyance of the said property in their favour on 28-08-1971, the said plot and the said structure was registered in their name in the records of the BMC as owners thereof and that the VENDORS also have regularly paid property tax to the BMC and/or the relevant authority under the law. Property tax receipts pertaining to the said property being annexed to the present conveyance deed as Annexure 4.

7. The VENDORS state that with an intention to increase the area of occupation within the aforesaid structure in the said property they applied to the BRIHAN MUMBAI MAHANAGARPALIKA (herein after referred to as the BMC for short) for permission to raise one upper floor over the existing structure and on examination of the existing structure and verification of the available FSI and on satisfaction of all the terms and conditions enumerated in the Maharashtra Regional and Town Planning Act, 1966, the said BMC granted commencement certificate dated 28-03-1990 in favour of the VENDORS. (The said commencement certificate dated 28-03-1990 issued by the BMC is annexed hereto as Annexure 5).



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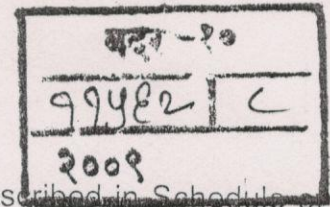
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8. The VENDORS state that after the receipt of the said commencement certificate, they successfully completed the construction of one upper floor over the said property and approved by the BMC. The VENDORS having successfully carried out the construction as per the commencement certificate, the said BMC issued in favour of the VENDORS occupation certificate to occupy the said structure along with one upper floor thereon and hence the said structure is completely legal and approved by the BMC. The said occupancy certificate is annexed hereto as Annexure 6.

9. The VENDORS declare that thus, now the said structure consisting of ground plus one upper floor; having a total area of 973 sq.ft.(herein after referred to as 'the said structure').Property card showing the details of the said structure is annexed hereto as Annexure 7. The said plot of land along with the structure herein before mentioned having been referred to as the said property and better known as in the schedule of property mentioned herein below.



10. The VENDORS declare that the said property and described in Schedule of the property herein under and the 'said structure' together hereinafter referred to as the said property is hereby conveyed unto the PURCHASERS completely, absolutely, peacefully, legally and without any sort of encumbrance whatsoever herein after forever for the aforementioned consideration and put the PURCHASERS in peaceful, complete, absolute possession thereof this day of execution of present conveyance deed. The said property includes all and singular the courtyards, ways, wells,

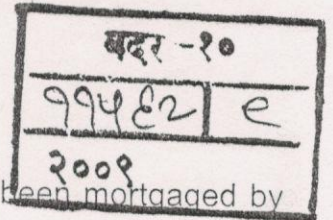
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compounds, paths and passages, water courses, sewers, ditches and drains, trees and plants, path to light and air, liberties, easements, profits, privileges, advantages, rights, title, interest etc. The VENDORS have also handed over to the PURCHASERS all the original deeds, documents, writings, vouchers, receipts relating to the said property AND ALL the estate, rights, title, interest, use, inheritance, property, possession, benefits, etc. unto the PURCHASERS on the day of execution of the present conveyance deed. The VENDORS declare that they have the absolute right in law to transfer and convey unto the PURCHASERS the right, title and interest in the said property to the exclusion of all and singular.

11. The VENDOR hereby covenant that the said property, along with the said plot of land and the structure also includes all the fixtures with the said structure and all the items permanently affixed therein or there unto. The said property also includes the pump house and all other things permanently fastened to the earth in the said structure and over the said plot of land.



12. The VENDORS declare that the said property has not been mortgaged by the VENDORS to any person, bank or any other entity and no person, bank or entity has any valid, legal or existing security over the said property. The VENDORS declare that there is no claim either from the government of Maharashtra or the Central Government through the department of Income Tax, Revenue, Enforcement or any other such wing of the government against the VENDORS over the said property. The VENDORS declare that

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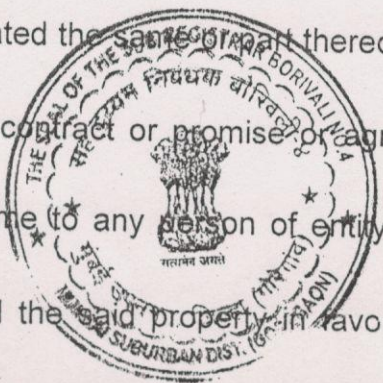
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the said property is not presently or at any time before the execution of this conveyance deed subject matter of any attachment from any of the aforesaid entities or any person under a decree and the VENDORS declare that they have not received any notice for attachment or sale or auction of the said property from any bank, financial institution, government or any of its wings or any person or entity at large.

22/5/2009 वि.सं. 24/8

Devang Vohra
Vohra

1. The VENDORS declare that they are the exclusive owners of the said property and have not alienated the same or any part thereof to any third person or party or entity through any contract or promise or agreement and neither have they bequeathed the same to any person or entity. In case the VENDORS have already bequeathed the said property in favour of any person or entity, the effects of the said bequest shall not have over the said property and the PURCHASERS shall nevertheless be entitled to purchase the said property to the exclusion of any person whatsoever. The VEEDORS hereby declare that any will or testament made by them before

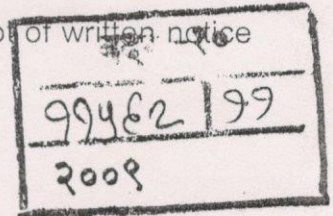


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via: Devang Vohra

the execution of this conveyance deed in favour of any person or entity containing the bequest of the said property, the said will or testament or writing is hereby cancelled by the PURCHASERS as far it has any effect over the said property.

14. The parties hereto agree that in case all that stated hereinabove and projected by VENDOR to the PURCHASERS is found to be incorrect or misleading and /or if the VENDOR fails to abide with any of the forgoing terms of the conveyance and./or any of the aforesaid undertakings / declarations / promises etc. given by the VENDORS are discovered to be false, and as an effect of which the PURCHASERS have to face litigation and in case the aforesaid results into the PURCHASERS losing their title and possession over the said property, the VENDORS shall refund to the PURCHASERS the amount of consideration with interest at the rate of 18% per cent per annum together with costs of Rs.25,00,000/- as and by way of damages to be paid within a period of 15 days from receipt of written notice from the PURCHASERS



15. The parties hereto agree that stamp duty and registration charges payable over the present agreement and the conveyance deed that may be executed shall be paid by the PURCHASERS. The parties hereto declare that since complete stamp duty pertaining to conveyance has been already paid over the agreement for sale dated 26th August 2009 executed between the parties hereto, no stamp duty is payable over the present Conveyance Deed.

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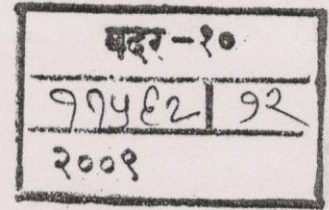
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16. The VENDORS agree to execute all other relevant documents and presents for the purpose of effectively conveying the said property unto the PURCHASERS. The VENDORS also undertake to transfer the electricity meter, water meter etc. in favour of the PURCHASER with immediate effect.

17. The VENDORS do hereby declare that they have not transferred the said property or any part thereof to any person or entity in the past by way of any contract of sale, assignment, transfer, partition, gift or bequeathed the said property by will or any testament. The VENDORS further declare that they have not mortgaged the said property to any person, bank, financial institution or any other person or entity or raised any finance or loan against the security of the said property.



SCHEDULE OF THE PROPERTY



All that piece and parcel of land or ground with building consisting of ground plus one floor thereon admeasuring 973 sq. feet built up area situate, lying and being on West side of road No. 7 of Daulat Nagar at Eksar (Borivali), Greater Mumbai, extended suburbs in the registration sub district of Borivali, Mumbai Suburban district containing by admeasurement 145 square yards i.e. 112.4 square meters bearing old survey No. 177 and part of plot No. 43, of Daulat Nagar and bearing City Survey No. 2539 and bearing

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वसुदेव
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Municipal R ward No. R6828 Daulat Nagar Road No. 7 (Bungalow)
and bounded as follows:

ON THE EAST: By road No. 7

ON THE SOUTH: BY building No. A-5

ON THE WEST: By Bldg no A-13 - Datta Mandir

ON THE NORTH: By 15 feet Private road of the said Daulat Nagar.



IN WITNESS WHEREOF THE PARTIES HAVE PUT THEIR HAND HEREUNTO

SIGNED AND DELIVERED BY the)

Within named VENDOR)

1. Shri Rasiklal Mangaldas Shah

2. Smt. Vimlaben Rasiklal Shah

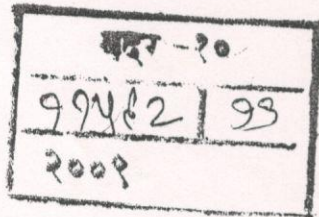
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WITNESSES

1. Rajesh R. Shah

2. 



राजेश र. शाह



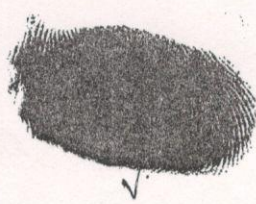
SIGNED AND DELIVERED BY the)

Within named PURCHASERS)

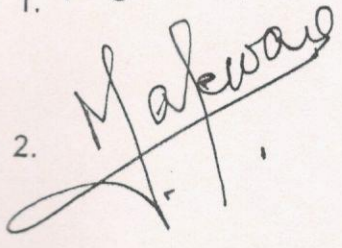
1. SHRI DEVANG KIRITKUMAR VORA

2. SHRI KIRITKUMAR GOPALJI VORA

Devang K. Vora - 109



WITNESSES

1. Rajesh R. Shah
2. 



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RECEIPT

We, Rasiklal Mangaldas Shah and Vimlaben Rasiklal Shah, have received an amount of Rs. 50,00,000/- (Rupees Fifty Lacs Only) by banker's cheque No. 324965, dated 7/12/09, drawn on State Bank of India bank today on _____, from Mr. Devang Vora and Mr. Kiritkumar Vora, which along with an amount of Rs. 20,00,000/- (Rupees Twenty lacs only) earlier paid to us from time to time, constitutes full and final payment of consideration amount of Rs. 70,00,000/- (Rupees Seventy Lacs Only) against the conveyance deed dated 4th December 2009 executed by us.

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Signatures: 1. Rasiklal Mangaldas Shah

2. Vimlaben Rasiklal Shah

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Witness:

1) Rajesh R. Shah

2) Makwan



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