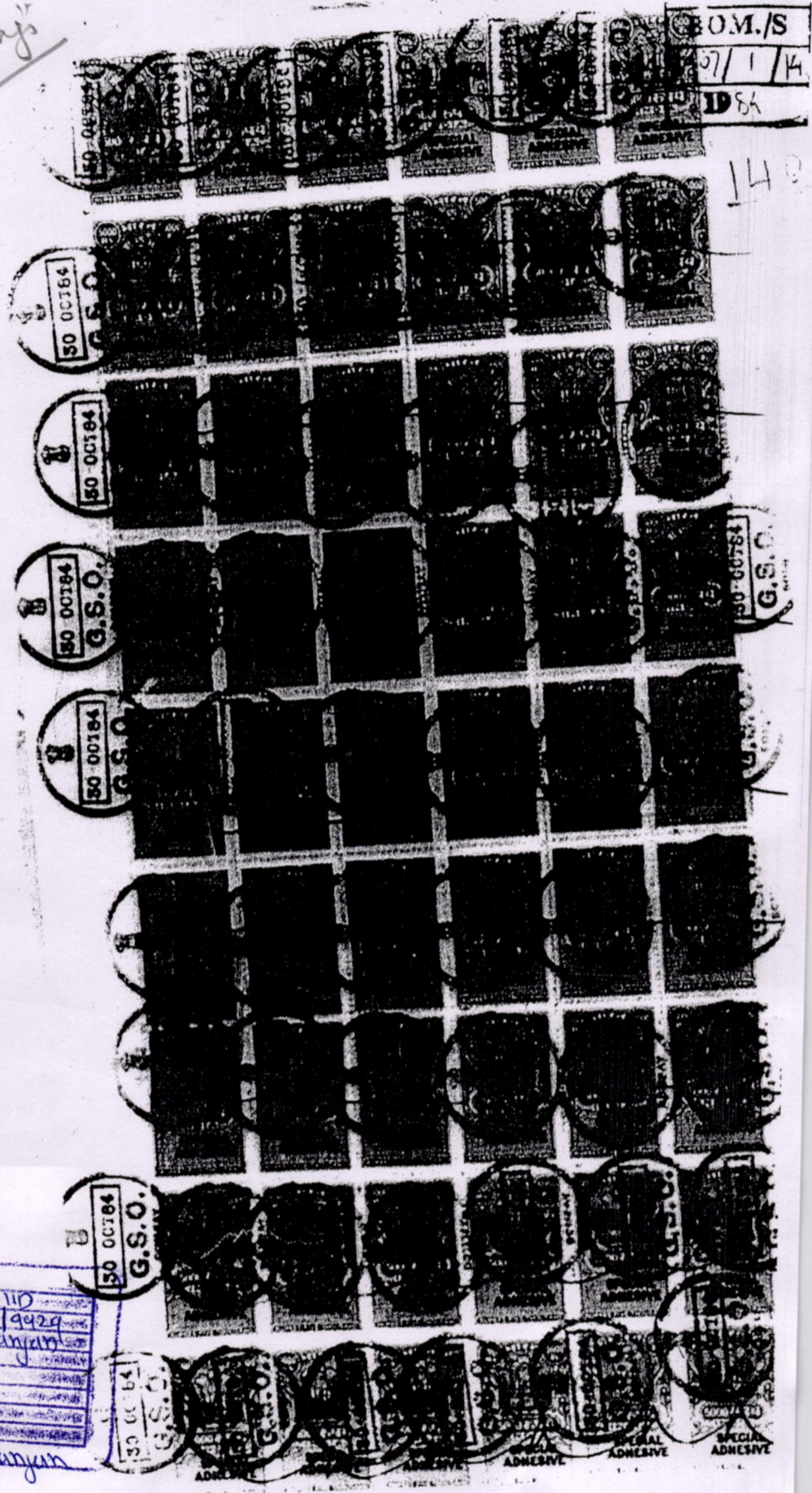


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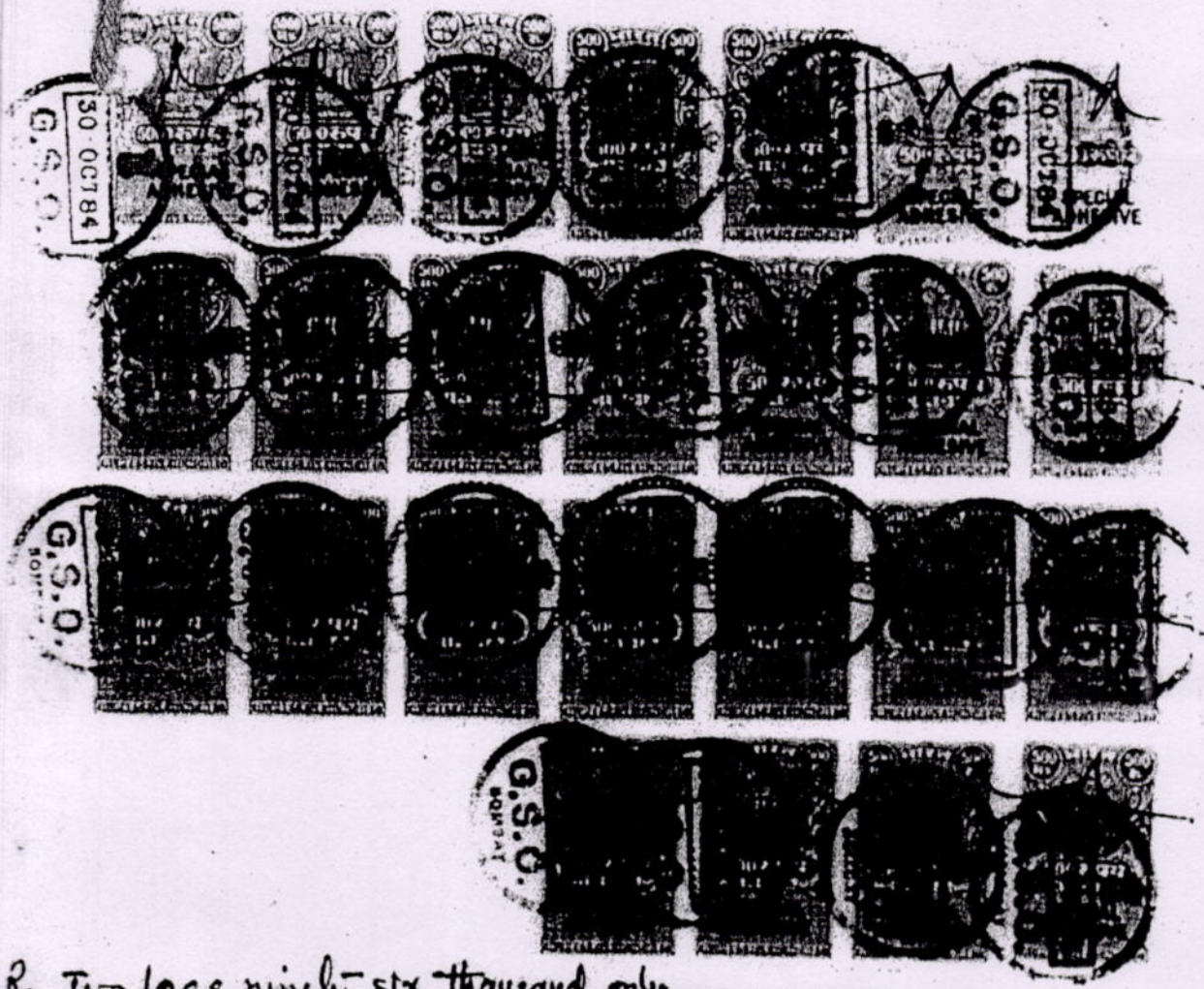
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Inward Date	28/11/04
Inward No.	1451/9429
Site Engineer	M. Arshad
Visit Alloted Date	
Scanning Date	
Outward Date	
Outward No.	
E-Mail Sent	

M. Arshad

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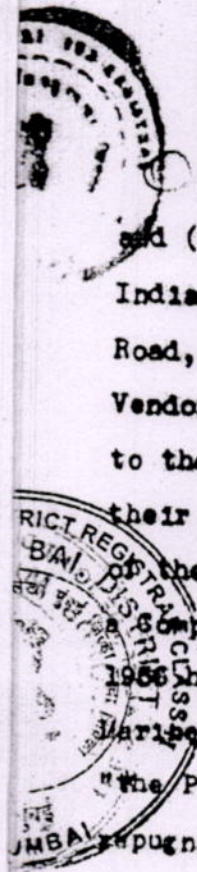
(Rs. Two lacs ninety six thousand only)

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BOM./S
3907/2/14
1984

30/10/84

THIS INDENTURE made at Bombay the 30 day of October 1984 Between (1) HARKISHAN GOBINDRAM MALKANI and (2) MRS. BINDIYA HARKISHAN MALKANI both of Bombay Indian Inhabitants, residing at "Bindiya", Gandhigram Road, Juhu, Bombay - 400049, hereinafter called "the Vendors" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their respective heirs, executors and/or administrators) of the One Part and UNIVERSAL HOTELS PRIVATE LIMITED, a Company incorporated under the Companies Act I of 1956 having its registered office at 409, Niranjan, 99 Marine Drive, Bombay - 400 020 hereinafter called "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed



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to include its successor or successors and assigns) of the Other Part WHEREAS by and under a registered Deed of Conveyance dated the 14th day of April 1981 made between Mrs. Rababhai Y. Nazir and others of the One Part and the Vendors of the Other Part and lodged for registration on the 14th day of April 1981 with the Sub-Registrar of Assurances at Bombay under Serial No. 1245 of 1981 the Vendors purchased from Mrs. Rababhai Y. Nazir and Others two pieces of land bearing C. T. S. Nos. 75 and 56 situated at Brahmawada in Andheri Taluka, Vile Parle, East, Bombay more particularly described in the Schedule thereunder and in the First Schedule hereunder written at the price therein set out AND WHEREAS the Vendors contributed the aforesaid purchase price in equal shares and consequently the property so purchased by the Vendors by and under the aforesaid registered Deed of Conveyance dated the 14th day of April 1981 belongs to the Vendors as co-owners, each of the Vendors having an undivided half share right, title and interest in the said immovable property AND WHEREAS a Development Plan road passes across the property which was so purchased by the Vendors and consequently the said property became divided, as and by way of a natural sub-division, by virtue of the passing of such public road AND WHEREAS this Deed of Conveyance is limited to the land abutting on the West of such dividing road viz. the land bearing C.T.S. No. 75 measuring approximately 688 sq. metres described in the Second Schedule hereunder written and delineated in the Plan hereto annexed and thereon surrounded by a red coloured boundary line (being a part of the immovable property more particularly described in the First Schedule



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hereunder written which had been so purchased by the Vendors by and under the aforesaid registered Deed of Conveyance dated the 14th day of April 1981 and the benefit of the F. S. I (to be utilised on the said land bearing C. T. S. No. 75) in respect of an area of 264.9 sq. metres out of C. T. S. No. 75 which has fallen within the Development Plan Road) AND WHEREAS a construction having a plinth area of approximately 222 sq. metres is being put up on the said land more particularly described in the Second Schedule hereunder written as per building plans sanctioned by the Municipal Corporation of Greater Bombay under No. CE/9947/BSE/AR dated 31.3.1981 and such structure is partly constructed AND WHEREAS the Vendors agreed to sell unto the Purchaser at or for the price of Rs.20,00,000/- (Rupees twenty lacs) the said land more particularly described in the Second Schedule hereunder written) and delineated on the said plan hereto annexed and thereon surrounded by a red coloured boundary line (being a portion of the immoveable property more particularly described in the First Schedule hereunder written which was so purchased by the Vendors by and under the aforesaid registered Deed of Conveyance dated the 14th day of April 1981) together with the benefit of the F. S. I utilised in the said land bearing C. T. S. No.75) in respect of the said area of 264.9 square metres gone in the D. P. Road (it being clarified that the partly constructed structure standing on the said land more particularly described in the Second Schedule hereunder written is not the subject matter of this Conveyance) and the said amount of the purchase price has been credited to the account of the Vendors

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(viz. Rs.10,00,000/- to the credit of the First Vendor and Rs.10,00,000/- to the credit of the Second Vendor) in the books of account of the Purchaser.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum of Rs.20,00,000/- (Rupees twenty lacs) so credited to the account of the Vendors, they the Vendors do and each of them doth hereby grant, sell, convey and assure UNTO the Purchaser forever ALL THAT the said piece or parcel of land or ground bearing G. T. S. No.75 situated at Brahmawada, Vile Parle (East), Bombay in the registration Sub-District and District of Bombay City and Bombay Suburban more particularly described in the Second Schedule hereunder written, and delineated in the plan hereto annexed and thereon surrounded by a red coloured boundary line (and all which said land and premises are hereafter referred for brevity's sake as "the said premises") TOGETHER WITH the benefit of the F.S.I. (to be utilised on the said land bearing G.T.S. No.75) in respect of an area of 284.9 square metres/ out of G.T.S. No.75 which has fallen within the Development Plan Road AND ALSO TOGETHER with the benefit of the said sanctioned building Plans AND ALSO TOGETHER WITH all and singular the court, yards, areas, compounds, sewers, ditches, fences, trees, waters, water-courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, vesters, and appurtenances, whatsoever to the said premises or any part thereof belonging or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or



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enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto AND ALL the estate, right, title, interest, use, inheritance, property possession benefit, claim and/or demand whatsoever at law and in equity of the Vendors in to out of or upon the said premises described in the Second Schedule hereunder written or any part thereof TO HAVE AND TO HOLD all and singular the said premises described in the Second Schedule hereunder written hereby granted, sold, conveyed, and assured or intended or expressed so to be with their and every of their rights members and appurtenances UNTO and to the use and benefit of the Purchaser for ever, subject to the payment of all rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the Government of Maharashtra or to the Municipal Corporation of Greater Bombay or any other public/local body in respect thereof AND the Vendors do and each of them doth hereby covenant with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person or persons lawfully or equitably claiming by from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered the contrary the Vendors now have in themselves good right, full power and absolute authority to grant, sell, convey and assure the said premises hereby granted, sold, conveyed and assured or intended or expressed to be UNTO and to the use of the Purchaser in manner aforesaid AND that it shall be lawful for the Purchaser from time to time and at all times

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hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby granted and conveyed with their appurtenances AND receive the issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption claim and/or demand whatsoever from or by the Vendors or their heirs or any of them or from or by any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendors well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and/or encumbrances 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 AND FURTHER that they the Vendors and all persons having or lawfully or equitably claiming any estate right title or interest at law or in equity in the said premises described in the ^{Schedule} Schedule hereunder written hereby granted and conveyed or any part thereof by from under or in trust for them the Vendors shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances, and assurances in the law whatsoever for the better further and more perfect

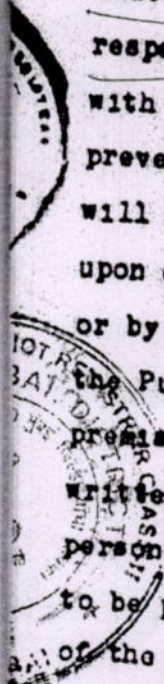


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3907/8/14
1984

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and absolutely granting conveying and assuring the said premises and every part thereof hereby granted and conveyed unto and to the use of the Purchaser in manner aforesaid as shall or may be reasonably required by the Purchaser or its counsel in law AND IT IS HEREBY DECLARED that the said consideration is the fair market value of the said land hereby conveyed AND IT IS HEREBY FURTHER DECLARED that the stamp duty and registration charge of and incidental to this Deed of Conveyance shall be paid by the Vendors alone AND IT IS HEREBY FURTHER DECLARED that land bearing C. T. S. No.56 of Brahmawada, Vile Parla (East), Bombay, as also the benefit of the F.S.I. in respect of the portion of the said C.T.S. No. 56 which has fallen within the D. P. Road, have been retained by the Vendors and the same are not affected by this Deed AND THIS INDENTURE FURTHER WITNESSETH that the Vendors hereby for themselves and their respective heirs, executors and administrators covenant with the Purchaser that the Vendors shall and will unless prevented by fire or some other inevitable accident will from time to time and at all times hereafter upon every reasonable request in writing by the Purchaser or by any person lawfully or equitably claiming through the Purchaser any estate or interest in the said premises described in the Second Schedule hereunder written or any part thereof and at the costs of the person or persons requiring the same produce or cause to be produced unto the Purchaser for the time being of the said premises or any part thereof or their Attorneys or Attorney or Agent or Agents as the Purchaser shall require at any trial, hearing, commission,



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examination or otherwise or as occasion shall require all or any of the title deeds comprised in the Third Schedule hereunder written for the purpose of manifesting maintaining defending and proving its title to the said premises ~~conveyed~~ hereby granted, conveyed, transferred and assured or expressed so to be or any part thereof AND ALSO at the like request and costs deliver or cause to be delivered unto the Purchaser or any such other person as aforesaid such attested or other copies or extracts or an abstract from the said deeds and writings or any of them as it, he, she or they may require and will in the meantime and unless presented as aforesaid keep the said deeds and writings safe, unobliterated and unrecalled PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that the Vendor shall deliver the said title deeds hereinbefore covenanted to be produced or any of them to any future Purchaser or Purchasers of any of the said immovable property, more particularly described in the First Schedule hereunder written to which the same relate or to any other person or persons for the time being entitled to the custody of the said title deeds and shall thereupon at its own costs, charges and expenses procure ~~the~~ such Purchaser or Purchasers, person or persons to enter into a covenant with the Purchaser herein or its successors in title similar in all respect to the covenant hereinbefore contained then in such case and immediately thereupon the covenant hereinabove contained shall be null and void.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THOSE piece or parcels of land or ground, one bearing Survey No. 12, Hissa No. 8, (C.T.S. No. 75) admeasuring 952.9 Square meters and the other bearing Survey No. 17, Hissa No. 1 (C.T.S. No. 56) admeasuring 283.2 square meters (totalling 1236.1 square meters), together with the structures standing thereon, situated at Brahmanwada, in Andheri Taluka, Vile Parle (East), in the registration Sub-District and District of Bombay City and Bombay Suburban, within Greater Bombay.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL that piece or parcel of land or ground, admeasuring approximately 688 square metres, being part of land bearing Survey No. 12, Hissa No. 8, C. T. S. No. 75 situated at Brahmanwada in Andheri Taluka, Vile Parle, (East), in the Registration Sub-District and District of Bombay City and Bombay Suburban, within Greater Bombay, the remaining part of the said land bearing C. T. S. No. 12, namely, an area of 264.9 square metres, having gone with the development plan on which the said land



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THE THIRD SCHEDULE ABOVE REFERRED TO:

1. Original Conveyance dated 10th June 1947 from John Phillip Fernandes and Others to Yahyabhai S. D. Nazir and another.
2. Original letter dated 20-3-81 from the Competent Authority U. I. C. Bombay to Mrs. R. Y. Nazir and others.
3. Original Conveyance dated 14/4/81 from Mrs. Rababai Y. Nazir and Others to Harkishan Gobindram Malkani and another.
4. Original Declaration dated 14th April 1981 of Mrs. Rababai Y. Nazir and Others.

SIGNED AND DELIVERED by the
 withinnamed VENDORS (1) HARKISHAN
 GOBINDRAM MALKANI and (2) Mrs.
 BINDIYA HARKISHAN MALKANI in the
 presence of.

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) *Halk*
) *Bandiya*
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Asst. H. K. M.
Sobhan f. Asst. H. K. M.

Kedari. S. N.
Ins. clark

ACKNOWLEDGE.....



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ACKNOWLEDGE that the full consideration)
money of Rupees Twenty lacs within mentioned) Rs.20,00,000/-
to be paid by the Purchaser to us has been)
credited to our account in the books of the)
Purchaser Company and accordingly paid to)
and received by us.)

WITNESS.

A. S. H. S. M.

WE SAY RECEIVED.

H. S. M.
VENDORS.

OV. Kedai. S. N.





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पुस्तक क्रमांक १
वर्ष १९८४

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पारोक्ष २-४ पुस्तक निबंधक, मुंबई.

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पुस्तक क्रमांक १
वर्ष १९८४

३९०७
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११/११/११
आवाचित्र निबंधक
दिनांक १२०-२-९२



२०/१/१३

मी नक्कल केली
मी वाचली.
मी तपासली.



सत्य प्रति
सह जिल्हा निबंधक
वर्ग-२ (अभिलेख).
मुंबई जिल्हा.

अर्ज क्रमांक २४७२
नाव मन्सूर शेख
यांचा त्यांचे ता. २२/११/१३ वे
अर्जानुसार नक्कल दिली.
दिनांक २२/११/१३
सह जिल्हा निबंधक वर्ग-२ (अभिलेख)
मुंबई जिल्हा.



