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CHINDAI ROAD

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LOCATION PLAN
S.D. 1966

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HILL ROAD



BLOCK PLAN
S.D. 1966

RASU & ASSOCIATES
ARCHITECTS & ENGINEERS
10, CHANDRASEKHAR STREET, CHENNAI
INDIA (Tel. 244221)



(Page No. 1104) Charn no 928 DT- 23/9/86.

R. (1.02.100/-) One Lac two thousand one hundred only.

page. 1+3=4.

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बबजि
बबजि, मुंबई
लॉकरदार

बबजि
3283-9-24
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बबजि वरुण कान्ना 3283/1/86
एच ११८६ व शिवेंद्र महिष्याचे
२६ सारसेम १२ ०१
कासबाचे दर्पान बुध्दम निबंधक,
७७७ कासबावाट इचर रोड.

बाली लिखितवाप्रमाणे की पंतली ती=
र. फेरे
नीदणी की .. 4000-00
फोटो की (फर्मे) .. ४८-00
रपाळ .. 22-00
एकूण .. 4070-00

FOR MATASONS-
बबजि
बबजि
बबजि
बबजि निबंधक, मुंबई



बबजि निबंधक, मुंबई

THIS DEED OF CONVEYANCE is made and entered into at Bombay this 25th day of September in the Christian Year One Thousand Nine Hundred And Eighty-Six BETWEEN

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ST. Andrew's Church, a Public Religious charitable
Trust registered under the Bombay Public Trusts Act
1950, and bearing registration No.D-111 (Bom) and



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having its Office at St. Andrew's Church Hill Road, Bandra, Bombay - 400 050, through Rev. Msgr. Nereus Rodrigues the present Parish Priest of the said St. Andrew's Church hereinafter called the "VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the Parish Priest or Priests of the said St. Andrew's Church including the Trustees for the Time being of the said Trust and its successors and assigns) of the One Part and M/s. MATASONS a firm carrying on business at 11, Hill Niketan, Mount Mary Road, Bandra (West), Bombay 400 050 by its Sole Proprietor Shri. Vijay Kumar Bhalla and hereinafter called the "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the Proprietor and/or the partners or partner for the time being of the said firm of M/s. Matasons and the last survivor or survivors of them and/or their respective heirs, executors, and administrators and assigns) of the Other Part .

WHEREAS :

- (1) The Vendors are a Public Religious Charitable Trust registered under the Bombay Public Trust 1950 and bearing registration No. D-111 (BOM) and having its office at St. Andrew's Church, Bandra, Bombay- 400 050 and are absolutely seized and possessed of or otherwise well and sufficiently entitled to an immoveable property lying being and situated

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at St. Andrew's Church Hill Road, Bandra bearing Plot No.B-570, House No.97 and containing by admeasurement about 594.4 sq.mts together with structures and fully occupied and which is more particularly described in the Schedule hereunder written (hereinafter referred to as the " said Property ").

(ii) The said Rev.Monsignor NEREUS RODRIGUES has been appointed as the Parish Priest of the Church of St.Andrew's Church Trust at Bandra, as per appointment letter dated 25th April, 1981 by Lordship Simon Pimenta Archbishop of Bombay A copy of the said appointment Letter dated 25th April, 1981 is annexed hereto and marked Exhibit No.'1' ;

Ex.'1'.

(iii) Holy Sec.granted the permission for the sale of the said property by permission as per the copy annexed hereto and marked Exhibit No.'2' ;

Ex.'2'.

(iv) Under an Agreement in writing dated 22nd April, 1982 the Vendors agreed to sell the said property to the Purchasers for the total consideration of Rs.10,21,000/- (Rupees Ten Lacs Twenty One Thousand Only) and on the terms and conditions as contained in the said Agreement and out of the said total consideration of Rs.10,21,000/-(Rupees

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Ten Lacs Twenty One Thousand Only) the Purchasers paid to the Vendors a sum of Rs.1,01,001/- (Rupees One Lac One Thousand and One Only) as earnest Money at the time of execution of the said Agreement and which amount was deposited by the Purchasers with M/s. Little & Co., Advocates for the Vendors and the balance amount Rs.9,19,999/- (Rupees Nine Lacs Nineteen Thousand Nine Hundred and Ninety Nine Only) to be paid on the completion of Sale.



(v)

In pursuance to the application dated 20th March 1984 made by the Vendors to the Charity Commissioner, State of Maharashtra and with further correspondence ending with a meeting dated 10th October 1984 held before the Charity Commissioner, State of Maharashtra, the Charity Commissioner by his Order dated 5th November, 1984 and bearing No.J/4-82-84/28405 granted the permission to the Vendors under section 36(1) (a)(b) of the said Bombay Public Trust Act, 1950 for the sale of the said property to the Purchasers, as per the copy annexed hereto and marked Exhibit No.'3'.

Ex.'3'

(vi) An application was made to the Deputy Collector and Competent Authority under the provisions of Urban Land (Ceiling & Regulations) Act, 1976 for the transfer of the said property by way of Sale and the said Deputy Collector and Competent



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Authority -III by his Order dated 18th October 1985 bearing No.C/ULC/D-VIII/SR-27/A-A-6433 accorded his sanction. A copy of the said Order dated 18th October 1985 is annexed hereto and marked Ex.No.'4'.

Ex.'4'

(vii) The time to complete the Sale expired as per the said Order, being Ex.No.'3' hereto and therefore an application was made to the Charity Commissioner, States of Maharashtra on 3/9/1986 for the extention of time for complete the Sale which extention has been granted upto 28th February 1987 as per the permission dated 10th September 1986. Hereto annexed and marked Ex.No.'5' is a copy of the said Order dated 10th September, 1986 extending the time to complete the Sale upto 28th February, 1987 ;

Ex.'5'

(viii) The Purchasers have agreed to pay the balance of the purchase price of Rs.9,19,999/- (Rupees Nine Lacs Nineteen Thousand Nine Hundred Ninety Nine Only) to the Vendors to which the Vendors have agreed to do so.

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement and in consideration of the said sum of Rs.1,01,001/- (Rupees One Lac One Thousand and One Only) paid on 22nd April, 1982 as Earnest Money and a further sum of Rs.2,00,000/- (Rupees Two Lacs Only) paid during the period between January 1985 and April, 1985 and a

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further sum of Rs.2,00,000/- (Rupees Two Lacs Only) on 16th September, 1985 and also paid a further sum of Rs.2,00,000/- (Rupees Two lacs only) and aggregating to Rs.7,01,000/- (Rupees Seven Lacs One Thousand Only) and leaving a balance amount of Rs.3,20,000/- (Rupees three Lacs and Twenty Thousand Only) and which balance amount of Rs.3,20,000/- (Rupees Three Lacs and Twenty Thousand Only) is paid by the Purchasers to the Vendors on or before the execution of these presents and making together the total sum of Rs.10,21,000/- (Rupees Ten Lacs Twenty One Thousand Only) (the payment and receipt whereof the Vendors do hereby admit and acknowledge of and from the Purchasers and do for every part thereof forever acquit release and discharge the Purchasers) THEY the vendors do and each of them doth hereby grant, sell, assign, release, convey and assure unto the Purchasers forever all that the said piece or parcel of land or ground with the messuages hereditaments and premises situate at Hill Road, Bandra Near St. Andrew's Church, bearing Plot No.B/570 House No.97 and more particularly described in the Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon surrounded by a red coloured boundary line (and all which land, hereditaments, structures and premises are hereinafter referred to for brevity's sake the " said Premises") TOGETHER WITH all and singular house, outhouses, edifices, buildings, Courts, yards, areas, compounds sewers, ditches, fences, trees, drains, ways paths, passages, common gullies, wells, waters, watercourses, Plaints, lights, liberties, privileges, easements, profits, advantages, rights,

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members, 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 enjoyed therewith or reputed or known as part or member thereof to belong or be appurtenant thereto AND also together with all the deeds, documents, writings, vouchers and other evidences of title, relating to the said piece or parcel of land or ground hereditaments and premises or any part thereof AND ALL the estate right, title interest, use inheritance property, possession, benefit claim and demand whatsoever at law and in equity of the Vendors into, out of or upon the said premises or any part thereof TO HAVE AND TO HOLD all and singular the said premises hereby granted, released, conveyed, and assured and intended or expressed so to be with their and every of their right, members and appurtenances unto and to the use and benefit of the Purchasers forever subject to the payment of all rents, rates, taxes, assessments, dues and duties now chargeable upon the same or hereafter to become payable to the State of Maharashtra or to the Greater Bombay Municipal Corporation or any other public body in respect thereof AND the Vendors do and each of them doth hereby for themselves, their respective heirs, executors and administrators covenant with the Purchasers 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,

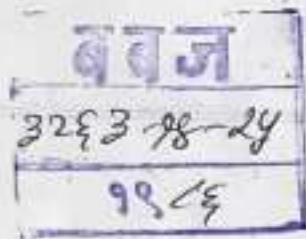
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committed, omitted or willingly suffered to the contrary, full power and absolute authority to grant, release, convey and assure the said premises hereby granted released, conveyed or assured or intended so to be unto and to the use of the Purchasers in manner aforesaid AND that it shall be lawful for the Purchasers from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said premises hereby granted with their appurtenances and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful, eviction, interruption, claim and demand whatsoever from or by the Vendors or their heirs, or any of them 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 incumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming to be claim, by from, under or in trust for them or any of them AND FURTHER that they



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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 hereby granted or any part thereof by, from, under of, in trust for them the Vendors, their heirs, successors, etc... or any of them shall and will from time to time and at all times hereafter at the request and costs of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyance and assurances in the law whatsoever for the better further and more perfectly and absolutely granting and assuring the said premises and every part thereof hereby granted unto and to the use of the Purchasers in manner aforesaid, as shall or may be reasonably be required by the Purchasers, their heirs, executors, administrators or assigns or their counsel in law.

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

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece or parcel of land being property belonging to St. Andrew's Church, Bandra, situate at Hill Road, Bandra, near St. Andrew's Church bearing Plot C.T.S. No.B/570, House No. 97, N.A. 254 and admeasuring about 594.5 sq.mtrs with structures fully occupied standing thereon in Taluka Andheri, District Bombay Suburban. The said property is bounded

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as follows :-

- On or towards the North : By Hill Road;
- (i) On or towards the South : By Plot C.T.S.No.506
- (ii) On or towards the East : By Plot C.T.S.No.505
- (iv) On or towards the West : By Plot C.T.S.No.569

SIGNED SEALED AND DELIVERED by)
 the withinnamed REV.MSG.NEREUS)
 RODRIQUES, Parish Priest of St.)
 Andrew's Church being the)

Handwritten signature

Vendors in the presence of ..)
 1. *Chowhan Advocate & Solicitor*
 2. *W. D. D. D.*
Partner W.D.S.

RECEIVED of and from the)
 withinnamed Purchasers a sum of)
 Rs.1,01,001/- (Rupees One Lac One)
 Thousand One Only) by Cheque No.)
 C-717036 dated 22nd April, 1984)
 drawn on Oriental Bank of Commerce)
 Mandvi Branch, Bombay - 400 007 as)
 earnest Money and a further sum of)
 Rs.4,00,000/-(Rupees Four Thousand)
 Only) and a further sum of Rs.2,00,000/-)
 (Rupees two lacs only) and aggrega-)
 ting to Rs.7,01,001/- (Rupees Seven)
 Lacs One Thousand One only) and the)
 balance amount of Rs.3,20,000/-)
 (Rupees Three Lacs and Twenty)
 Thousand Only) paid by the Purchaser)

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to the Vendors and therein all)
Rs.10,21,000/- (Rupees Ten Lacs)
Twenty One thousand Only) being)
the full and purchase price to be)
paid by them to us as mentioned)
within.) Rs.10,21,000/-

WITNESSES:

1. K J Chokh

2. At D...

WE SAY RECEIVED:

At D...

VM/sk.

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EXHIBIT NO.1

3283-10-24
1981



ARCHBISHOP'S HOUSE
BOMBAY 400 039

Ref.AH. P: 15

April 25, 1981.

This is to state that I have appointed
Rev. Monsignor . . . NEREUS RODRIGUES
Parish Priest of the Church of . . ST. ANDREW
at . BANDRA . . . and Trustee of ST. ANDREW
Church Trust, at . . . BANDRA in place of
Rev. Monsignor . . HILARY RODRIGUES
with effect from . JUNE 1, 1981; and, as
such he is authorised to open and operate accounts,
transfer, invest, close an account, deal in Government
Securities and take whatever action may be necessary
regarding monies for and on behalf of the Trust.

Sd/-

+ Simon Pimenta
Archbishop of Bombay

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EXHIBIT NO. 2.

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3253-11-24
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SACRA CONGREGATIO PRO GENTIUM EVANGELIZATIONE
SEU DE PROPAGANDA FIDE

MOST HOLY FATHER,

The Ordinary of the Archdiocese of Bombay
humbly requests Your Holiness to be allowed to
alienate, according to the requirements set down
by Canon Law, a piece of property, belonging to
Saint Andrew's Parish Trust, Bandra, situated on
Hill Road, near the church, bearing Plot n.B/570
House n.97, measuring 694.5 square meters, with
two structures fully occupied by tenants, in or-
der to be able to build, with the money obtained,
a new or renovated parish house.



And God ...

SACRA CONGREGATIO PRO GENTIUM EVANGELIZATIONE seu
DE PROPAGANDA FIDE, omnibus mature perpensis, vi-
gore facultatum sibi a Sanctissimo Domino Nostro
IOANNES PAULO Divina Providentia PP. II tributarum,
per praesentes, benigne admittit, pro gratia, iuxta
preces, contrariis non obstantibus, ea lege ut
omnia servatis de iure servandis fiant.
Datum Romae, ex Aedibus eiusdem Sacri Dicasterii,
die duodevicesima mensis Iunii anno Domini 1982.

Sd/-

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EXHIBIT NO. 3.

विषय
3293-99-24
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Application No. J/4/82-84/under Section 36(1)(a) of the Bombay Public Trusts Act, 1950, in respect of Roman Catholic Church of St. Andrews at Bandra. P.T.R. No. D-111 (Bombay).

Read application No. KC/5862 dated 20.3.84 and further correspondence ending with the meeting dt. 10.10.84 held before the Charity Commissioner, Maharashtra State, Bombay.

...

No. J/4-82-84/28405
Office of the Charity Commissioner,
Maharashtra State, Bombay.
83, Dr. Annie Besant Road, Worli,
Bombay - 18.
Dt- 5/11/84.



O R D E R

Sanction is hereby accorded under Section 36(1)(a)(b) of the Bombay Public Trusts Act, 1950 to the sale of the immovable property of the above trust viz. Plot No. B/570, House No. 27 situated at Hill Road, Bandra, admeasuring about 594.5 sq. mtrs. with two ground floor structures standing thereon to M/s. Matasans for Rs. 10,21,000/- (Rs. Ten lakhs Twenty one thousand only).

This order is subject to the following conditions:-

1. The amount of sale proceeds shall be held as trust corpus and kept intact forever in the form of investments in Long Term Fixed Deposits of any Scheduled Bank or Co-operative Bank approved by Government under Section 35 of the Bombay Public Trusts Act, 1950 or in the Public Securities earning higher rate of interest.
2. The sale shall be executed within a period of six months from the date of obtaining No. Objection Certificate under Urban Lands (Ceiling and Regulations) Act, 1976 provided that such application for No Objection Certificate is made within a period of one month from the date of this sanction order and a copy of the same is endorsed to the Charity Commissioner, Maharashtra State, Bombay for record.
3. Trustees shall abide by the provisions of all laws applicable to this sale.
4. The purchaser shall procure or pay Rs. 2,79,000/- to the trust by way of donation.
5. The purchaser shall bear all expenses towards the conveyance Deed of sale including the Stamp duty registration etc.

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6. The trustees shall continue to abide Testators wishes expressed in the letter dt. 19.11.1918 as far as possible till the trustees shall approach the proper forum of court seeking directions regarding proper utilisation of the sale proceeds of the trust property keeping in view the Testators wishes.
7. The Trustees shall not spend any amount of the sale proceeds till the directions as stated above are obtained by the trust.
8. The trustees should file a Change Report under Section 22 of the Bombay Public Trusts Act, 1950 after completion of the sale with the Dy. Charity Commissioner, Gr. Bombay Region, Bombay to act the record amended because of change in property holding.

Sd/-

(A.D. Kale)
Charity Commissioner,
Maharashtra State, Bombay.

To
M/s Little & Co.
Advocates & Solicitors,
Central Bank Building,
Bombay - 23.

2. M/s. Matsons,
11, Hill Niketan,
Mount Mary Road,
Bombay-60.

Sd/-

Superintendent,
Office of the Charity Commissioner,
Maharashtra State, Bombay.

Copy forwarded with compliments to the Dy. Charity Commissioner, Gr. Bombay Region, Bombay for information and record.

33p/-

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EX. 141



No. C/ULC/D-VIII/SR-27/A-A-6433

Office of the
Additional Collector & C.A.,
(U.L.C.), Gr. Bombay,
New Administrative Building,
1st Floor, Opp: Mantralaya,
Bombay - 400 032.

Dated:- 18-10-1985.

To :

The Parish Priest of
St. Andrew's Church,
C/o. M/s. Neelu Estates and Movers Pvt. Ltd.,
95, Hill Road, Pandra (West),
Bombay- 400 050.

Sub:- Permission to transfer built up property
bearing CTS. No. B-570 at Pandra Tal.
Andheri in B.S.D. measuring 594.50 sq. mtrs
(including set-back measuring 164.52
sq. mtrs).



Madam,

By your application received in this office on ~~18-10-1985~~
14-10-1985, you have requested this office to grant permission
to transfer the above mentioned property. The Supreme Court
in their judgement delivered on 18-11-1980, in the case of
Bhimsinghji Sachar V/s. Union of India have declared the
provisions of Sec. 27(1) of the U.L. (C. & R.) Act, 1976,
as invalid so far as the built up properties within ceiling
limit are concerned. Therefore, the question of this office
giving permission for transfer of built up property within
ceiling limit does not arise under U.L. (C. & R.) Act, 1976.

The Sub-Registrars have already been advised by Govt.
to register the deeds of transfer of the built up properties
by satisfying themselves about the built up area and on
obtaining the indemnity bond and undertaking etc.

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You may, therefore, take further necessary action in the matter as deemed fit subject to your title to the said property. It may be noted that this letter does not operate as a permission to transfer the said property.

Yours faithfully,

Sd/- 17/10/85.

Deputy Collector & C.A-III
(U.L.C.), Gr. Bombay.

Copy to Sub-Registrar, Bombay/Bandra for information and necessary action.



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EX. '5'

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No.J/4/82-84/18658
Office of the Charity Commissioner,
Maharashtra State, Bombay
83, Dr. Annie Besant Road, Worli,
Bombay-18.

Dt. 10 SEP. 1986.

To,

Shri K. P. Jadhav, Advocate,
C/o. Forjit Mansil, Flat No.12,
Forjet Street, Tardeo,
Bombay-400 036.

Sub:- Extension of time limit to complete the
transaction as per order No.J/4/28404-6
dated 8-11-1984
Under Section 36 of the Bombay Public
Trusts Act, 1930,
P.T.R. No. D-III (Bombay)

Sir,

Reference your application n No. _____

Dated 3-9-1986.

I am directed to state that the period of validity
of the order No. J-4/28404-6 dated 5-11-1984 to complete
the transaction in the above matter is extent upto
28-2-1987 by the Charity Commissioner.

Yours faithfully,

Sd/-
10/9/86.

Superintendent (J)
Office of the Charity Commissioner
Maharashtra State, Bombay.

Copy forwarded with compliments to the Deputy Clerk
Charity Commissioner, Gr. Bombay Region, Bombay/Asstt. Charity
Commissioner, Bombay for information and record.



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श्री. जेरी अरु राजीकल जय-६३, वरीहीत,
रा. सेई असेइत वरि कांठा सुंपु०.

वस्तुपत्र वस्तुपत्र
संख्या २९९/२५१
मसुदा नं. ४४

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श्री. असेइत सुद पिरी. कंधरीक कंधरी
रा. जेपील रोड कांठा सुंपु०

श्री. रोखन मेकलमेकाय धंई
रा. २१० हाळा वर वरीहीत वरीहीत सुंपु०



१ वीचे वरील वस्तुपत्र कसून
बनान्यात अंदाजून असल्याचे मागतात
व त्याची प्रत घेताना.

- १. Handwritten signature
- २. Handwritten signature

सहाय निबंधक, मुंबई

दि २५/१/०६

आमका वस्तुपत्रा
नं. २६९ वर
२३२१० वर
ज्या वरीहीत वरि
१९९२५००

प्रमाणाने ३० रोजी
ज्या वस्तुपत्राचे दि
द्वारे वरि वरि वरि
वस्तुपत्र

वस्तुपत्र वस्तुपत्र
संख्या २९९/२५१
मसुदा नं. ४४

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सहाय निबंधक, मुंबई

Handwritten signature
सहाय निबंधक, मुंबई

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एक लेख 3263/6

पुस्तक क्रमांक 9 क्रमांक 99
 बोंबला.

धारीब 99/6 एम. वि. वि. वि.
 पुण्याम निबंधक, मुंबई

म. वि. वि. वि.

म. वि. वि. वि.

म. वि. वि. वि.
 म. वि. वि. वि.
 म. वि. वि. वि.
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540953243/14

DATED THIS 25 DAY OF SEPTEMBER 1986
 REV. MRS. NEREUS RODRIGUES
 PARISH PRIEST, ST. ANDREW'S
 CHURCH, BANDRA VENDORS.

TO
 M/s. MATASONS ... PURCHASERS.

987
 /
 100

 378

 377

15-12-87

25-9-86
 M/s.

~~Conveyance~~
 Conveyance
 Rs 20,21,000/-

 5000-00

DEED OF CONVEYANCE

24
 48 - 00
 22 - 00

 570 - 00

ITX
 Released
 20/12/87

Intimated to the party
 concerned regarding production
 of 372 certificate.
 on 18/9
 S. 12.

M/s. Vinod Mistry & Co.,
 Advocates & Solicitors,
 Raja Bahadur Mansion,
 20, Ambalal Doshi Marg,
 2nd Floor, Fort,
 BOMBAY - 400 023.

Va/sk.

From:

St. Andrew's Church,
Registration No. D-III (BOM),
St. Andrew's Church Hill Road,
Bandra, Bombay - 400 050.

Date: SEPT. 1986.

To,

M/s. MATASONS,
11, Hill Kiketan,
Mount Mary Road, Bandra (West),
B O M B A Y - 4 0 0 0 5 0 .

Dear Sir,

Sub: Sale of property bearing to
St. Andrew's Church, Bandra,
situated at Hill Road,
bearing Plot C.T.S.No.B/570
House No. 97, H.A. No. 264
admeasuring about 594.5 sq.mtrs.
with structures standing thereon
in Taluka Andheri, District Bombay
Suburban.

This has reference to the completion of the sale
by us in your favour as per the Deed of Conveyance
duly executed and lodged for Registration with the
Sub-Registrar of assurances at Bandra/Bombay under
Serial No. 3263 dated 25-9-1986. *cc*

We hereby confirm having handed over to you the
peaceful possession of the above property alongwith the
structures standing thereon. Kindly confirm the same
at the foot of this writing which is in duplicate.

Kindly also confirm having received the Original
documents of title pertaining to the said property.

Yours faithfully,
For ST. ANDREW'S CHURCH.

[Signature]
By Hand of
Rev. Msgr. Nereus Rodrigues
the Present Priest.

We Confirm

[Signature]
For MATASONS

527 बका - 3243/44

नोंदणी ३९ म.
Regn. 39 m.

दस्तऐवजाचा अर्जाचा अनुक्रमांक

दिनांक

24/1/56

दस्तऐवजाचा प्रकार—

रंगीत रगत रु. 90,29000/-

सादर करणाऱ्याचे नाव—

श्री. विजय शंकर

खालीलप्रमाणे फी मिळावी :—

- नोंदणी फी
- नक्कल फी (फोलियो)
- पृष्ठांकनाची नक्कल फी
- टपालखर्च
- नकला किंवा जापन (कलमे ६४ ते ६९)
- घोष किंवा निरीक्षण
- दंड—कलम २५ अन्वये
- कलम ३४ अन्वये
- प्रमाणित नकला (कलम ५५ अन्वये)
- दंडर फी (मॉफील पानां वील)

	रु.	पै.
नोंदणी फी	5000	00
नक्कल फी	80	00
दंडर फी	22	00
एकूण	5060	00

आयकर खात्याच्या कलम १९६१ चे) योग्य त्या र खात्याच्या अधिकाऱ्याचे प्रमाणित होत्याबद्दल दस्तबंदी घेणे हाही

दस्तऐवज नक्कल

रोजी तयार होईल व नोंदणीकृत ठाकेने पाठवली जाईल. या कायद्याच्या अन्वये येईल.

दस्तऐवज खाशी नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत ठाकेने पाठवावा. हुवाची करावा.

अधिकारी

अधिकारी



56

4 FEB 1982

Messrs. Little & Co.

ARTICLES OF AGREEMENT made at Bombay this 22nd day of April 1982 Between Rev. Mesg. NEREUS RODRIGUES Parish Priest, St. Andrew's Church, a public religious charitable trust registered under the Bombay Public Trusts Act, 1950 under No. D - 111 (Bom.) having his Office at St. Andrew's Church, Hill Road, Bandra, Bombay - 400 050, hereinafter called "the Vendor" of the One Part And MESSRS. MATASONS a partnership firm carrying on business at 11 Hill Niketan, Mount Mary Road, Bandra, Bombay - 400 050 hereinafter called "the Purchasers" of the Other Part

WHEREAS

- (1) Under the Vendor's instructions Messrs. Little & Co., Advocates and Solicitors, had invited offers in sealed envelopes for the purchase of the property belonging to St. Andrew's Church, Bandra, situate at Hill Road, Bandra, opposite St. Andrew's Church bearing Plot No. B/570 House No. 97 and admeasuring about 594.5 Square Metres with structures fully occupied standing thereon, more particularly described in the Schedule hereunder

written on "as is where is basis" so as to reach Mr. K. J. Chokshi a partner of Messrs. Little & Co. on or before 29th March 1982.

- (2) The Notice inviting the aforesaid offers was published in the issue of The Free Press Journal of the 8th March 1982 and in the issue of Bombay Samachar of the 10th March 1982.
- (3) It was specifically mentioned in the said Notice inviting offers that the sale will be subject to the sanction of the Charity Commissioner and other sanctions as may be required by law.
- (4) The sealed envelopes - which were received - were opened by Mr. K. J. Chokshi a Partner of Messrs. Little & Co., Advocates and Solicitors at the office of Messrs. Little & Co. at Central Bank Building, Third Floor, Mahatma Gandhi Road, Bombay - 400 023, on Wednesday the 31st March 1982 at 4 p.m. pursuant to the said Notice inviting offers.

- (5) Numerous offerers were present at the time of opening of the said sealed envelopes.
- (6) The offer of the Purchasers for the purchase of the property more particularly described in the Schedule hereunder written for Rs. 9,00,000/- was found to be the highest offer amongst the offers so received as aforesaid.
- (7) Chance was given to the offerers to enhance their offers and eventually the highest offer for purchase of the property for Rs. 10,21,000/- was received from the Purchasers.
- (8) As a result of the further negotiations between the Vendor and the Purchasers, the Purchasers have agreed to give either themselves or procure from their associates and friends a donation of Rs: 2,79,000/- in favour of the Vendor.
- (9) The Vendor has agreed to sell the property together with the structure, fully occupied standing thereon and more particularly described in the Schedule hereunder written to the Purchasers for a consideration of Rs. 10,21,000/- on the condition that the Purchasers either themselves pay or procure from their associates and friends a donation of at least Rs. 2,79,000/- in favour of the Vendor.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows :-

1. The Vendor shall sell and the Purchasers shall purchase all and singular the land hereditaments and premises situate at Hill Road, Bandra, Near St. Andrew's

Church bearing Plot No. B/570 House No. 97 admeasuring about 594.50 Square Metres with structure fully occupied standing thereon hereinafter referred to as "the Property" more particularly described in the Schedule hereunder written on "as is where is basis" free from all encumbrances at or for the price of Rs. 10,21,000/- to be paid as follows, that is to say, a sum of Rs. 1,01,001/- as earnest money to be deposited by the Purchaser with the Vendor's Advocates Messrs. Little & Co. and the balance amount of Rs. 9,19,999/- to be paid to the Vendor on completion of the sale as hereinafter provided. In addition to the purchase price the Purchaser shall pay either themselves or procure from their associates and friends a donation of at least Rs. 2,79,000/- to - in favour of the Vendor. The said donation would be given to the Vendor on or before completion of the sale after all the formalities in relation to the sale are duly completed. The said amount of earnest money or deposit shall remain with Messrs. Little & Co. the Vendor's Advocates pending completion of the sale and on completion of the sale the said Messrs. Little & Co. will pay the said amount of earnest money or deposit to the Vendor. The said amount will remain with Messrs. Little & Co. the Vendor's Advocates in accordance with the provisions hereinafter contained.

2. The area of the property is stated to be 594.5 Square Metres. The Purchaser shall accept the correctness of the said area and will not be entitled to annul the sale on account of deficiency in the area of the property or set back affecting the property or to claim reduction in price or compensation in respect thereof.

3. The Vendor shall within ten days from the date of execution of this Agreement deliver or produce or cause to be produced the title deeds of or relating to the said property to the Purchasers Advocates for investigation.

4. The Vendor shall make out marketable title to the said property free from all encumbrances and get in all defects in the title encumbrances and claims on or to the said property including all claims by way of sale, Exchange, Mortgage, gift, trust, inheritance, possession, lease or otherwise and deduce marketable title to the said property.

5. The property is sold subject to the existing tenancies and to all easements and quasi-easements and liability to maintain and repair common or party walls, compounds, roads and the like to which the same may be subject.

6. The sale shall be subject to the sanction of the Charity Commissioner under the provisions of Section 36 of the Bombay Public Trusts Act, 1950. The Vendor shall obtain such permission within a period of three months or such extended period as may be agreed upon. The Purchasers shall co-operate with the Vendor in obtaining such sanction. If the Vendor for any reasons or circumstances is unable to obtain the sanction of the Charity Commissioner within the period agreed upon or any extended period as may be agreed upon, the Purchasers will have an option to rescind the sale in which event Messrs. Little & Co., with whom the amount of earnest money has been deposited by the Purchasers, shall refund the said amount (but without interest) to the Purchasers without any objection from the Vendor. The sale is also subject to the sanction of the Holy See which sanction shall be obtained by the Vendor within six weeks

from the date hereof and the Vendor shall inform the Purchasers about such sanction immediately after the sanction is obtained.

7. The sale is also subject to the sanction - permission of the Competent Authority under the Urban Land (Ceiling and Regulation) Act, 1976, if any such permission or sanction is required but not otherwise. The Purchasers shall obtain such permission and the Vendor shall sign all the necessary papers as may be required by the Purchasers.

8. The sale shall be completed within a period of four months from the date hereof or within two months after the last sanction for completion of the sale is obtained whichever is later and the balance of the purchase price shall be paid by the Purchasers to the Vendor along with the Donation agreed to be given to the Vendor.

9. On receiving balance of the purchase price, the Vendor shall execute a proper Conveyance of the said property in favour of the Purchasers or such other person or persons as the Purchasers may nominate and accepted by the Charity Commissioner. The Purchasers in the latter case being also party thereto.

10. The Conveyance and all necessary documents for completion of the sale shall be prepared by the Purchasers Advocates and approved by the Vendor's Advocates.

11. If the title be not approved by the Purchasers Advocates or if the purchase is not completed as herein provided owing to the wilful delay or default on the part of the Vendor, it shall be at the option of the Purchasers to rescind this Agreement and in that event the Purchasers

shall be entitled to receive back the earnest money from Messrs. Little & Co. with whom the amount of earnest money has been deposited but without any interest. In that event the Purchasers will have an option to claim specific performance of the Agreement in addition to the refund of earnest money.

12. If the sale is not completed as herein provided owing to wilful delay or default on the part of the Purchasers, it shall be the option of the Vendor to rescind the Agreement and claim from Messrs. Little & Co. the amount deposited by the Purchasers as earnest money under this Agreement and Messrs. Little & Co. shall pay the said amount to the Vendor without any objection from the Purchasers. The Vendor will also be entitled to claim specific performance of this Agreement and/or claim damages for breach thereof by the Purchasers.

13. The Vendor has already informed the Purchasers that the structures standing on the property are fully occupied and therefore on completion of the sale the Vendor will merely require the tenants to attorn tenants in favour of the Purchasers.

14. The said property shall until completion of the sale be at the risk of the Vendor as to fire or any other accident.

15. Upon completion of the sale, the Purchasers shall be entitled to receive the rents and profits of the property and shall also be liable to pay all the outgoings including ground rent, Municipal bill as from the date of completion and the same shall be apportioned between the Vendor and the Purchasers, if necessary.

16. The Vendor hereby declares that the property is subject to set-back. The Vendor hereby further declares that no notice or requisition issued by the Municipal Corporation of Greater Bombay or under the Epidemic Diseases Act or any other Statute in respect of the said property has been served upon him and that all previous notices and requisitions of the said Municipal Corporation or other public body have been complied with and if any further notices or requisition of the said Municipal Corporation or other public body are issued in respect of the said property upto the date of completion of the purchase he the Vendor shall comply with the same at his own costs and produce to the Purchasers a certificate of his having done so before completion. The Vendor also hereby declares that there is at present no notice or requisition issued and served by the Government of Maharashtra or Municipal Corporation of Greater Bombay in respect of any acquisition of the said property or any part thereof and that so far as he is aware, no such acquisition is contemplated. If before the completion of the purchase any notice in respect of any such acquisition or requisition is issued or is about to be issued, the Purchasers shall have the option of cancelling this Agreement and in such case the Vendor shall return to the Purchasers the said sum of Rs. 1,01,001/- without interest and each party shall bear and pay his own costs. Provided Always that if the Vendor has concealed any notice issued under any of the Acts as aforesaid, the Purchasers will be entitled to all costs, charges and expenses incurred by them in addition to the earnest money.

17. Should any objection or requisition whatsoever be insisted on as to the title, evidence of title, Conveyance, possession, receipt of rents or any other matter appearing

on the documents or this Agreement or connected with the sale which the Vendor shall be unable or unwilling to remove, satisfy or comply with on the ground of expenses exceeding Rs. 2,000/- he may (notwithstanding any attempt to remove or satisfy or comply with the same or any negotiation or litigation in respect thereof) by a notice in writing to the Purchasers or their Advocates to rescind the contract in which case the Purchasers shall receive back the deposit or earnest money without interest, costs or compensation, in full satisfaction of all claims under the contract or otherwise, whatsoever, unless the Purchasers within seven days after receiving the said notice to rescind the contract withdraws the objection or requisition in which case the notice to rescind shall be deemed to be withdrawn also.

18. Save as herein otherwise provided all out of pocket expenses of the Vendor and the Purchasers of and incidental to this Agreement and of the Conveyance and other writing to be made in pursuance hereof including stamp and registration fees, charges for two advertisements, searches for incumbrances, survey and plans shall be borne and paid by the Purchasers alone.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate hereof and their respective hands and seals at Bombay aforesaid the day and year first hereinabove written.

THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land being property belonging to St. Andrew's Church, Bandra situate at Hill Rod, Bandra near St. Andrew's Church bearing Plot No. B/570, House No. 97, and admeasuring about 594.5 Square

Metres with structures fully occupied standing thereon. The said property is bounded as follows :-

- On the North by Hill Road ;
- On the South by Plot No. 506 ;
- On the East by Plot No. 505 ; and
- On the West by Plot No. 569.

SIGNED SEALED ~~and~~ DELIVERED)
 by the withinnamed Rev. Msg.)
 NEREUS RODRIGUES, Parish)
 Priest, St. Andrew's Church,)
 the Vendor, in the presence)
 of : K J Chohan)
 Advocate & Solicitor)
 Parni Ullas)

[Handwritten Signature]

SIGNED SEALED and DELIVERED)
 by the withinnamed MESSRS.)
 MATASONS the Purchasers in)
 the presence of :)
 K J Chohan)

FOR MATASONS
[Handwritten Signature]
 Partner

Charge No C 717036 dated 22-4-61
 drawn by Mr V. K. Akhla for Rs 10000
 on Oriental Bank of Commerce
 Mumbai Branch 9

7
DATED THE 22nd DAY OF April 1982.

Rev. Msg. NEREUS RODRIGUES,
Parish Priest, St. Andrew's
Church, Bandra

- TO -

MESSRS. MATASONS.

AGREEMENT FOR SALE.

Messrs. LITTLE & CO.,
Advocates and Solicitors,
High Court, Bombay.

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