

Prop IV

(1)

Survey No. 65

Hissa No. 13

CTS No 556

Village - Kandi

~~4/06/03~~

[अहस्तावलीय]

NONTRANSFERABLE

मूल प्रत ORIGINAL COPY

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शासनस केलेल्या प्रदानाची पावती RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place... **MUMBAI** दिनांक/Date: 04/11/57

Received from **Ramchandra S. Keshav** गार्जात/करा

र./Rs. **78,73,000/-** (सव्/रूपस) (गार्जात/करा)

on account of **अहस्तावलीय** गार्जात/करा

रोखपात वा लेखापात **760000/-** (सव्/रूपस) (गार्जात/करा)

Cashier or Accountant **78,73,000/-** (गार्जात/करा)

Sub-Registrar (गार्जात/करा) Office Mumbai - 23.

Joint District Registrar (Enforcement, Mumbai)

the Bombay Stamp Act 1958. that this Instrument is duly stamped/Property Stamped Subject to the Provision of Sec. 53A of Bombay Stamp Act. 1958.

Collector



DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made and executed at Mumbai on this **23** day of **July**

JUNE in the Christian year **TWO THOUSAND**

THREE BETWEEN (1) MR. KRISHNA RAMCHANDRA

KINI, (2) MR. GOVIND RAMCHANDRA KINI,

(3) SMT. RAMABAI RAMCHANDRA KINI, (4)



S. C. KADAM

Office of the Administrative Officer Mumbai MAH - CCRA / 0072

2396 SPECIAL ADMINISTRATIVE

Stamp Duty Maharashtra Rs. 0787500/-

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CP seven lakh eighty seven thousand

(2)

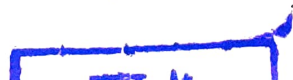
SMT. SHARADA KAILASH BHANDARI, (5)
SMT.ASHA DAYABHAI KINI, all Hindu
adults, residing at Village Charkop,
Kandivli (West), Mumbai - 400 067,
through their Constituted Attorney
MR.SHAILESH P. VORA, hereinafter
referred to as "THE VENDORS" (which
expression shall unless it be repugnant
to the context or meaning thereof be
deemed to mean and include their heirs,
executors and administrators) of the
FIRST PART AND (1) SMT.GANGABAI
BALKRISHNA BHANDARI, (2) SMT.KALAVATIBAI
RAMALKANT BHANDARI, (3) MR.JAYWANT
BALKRISHNA BHANDARI, (4) MR.KASHINATH
BALKRISHNA BHANDARI, (5) MR.SHANWAR
SUKAR KOLI, (6) LAXMAN SHINWAR KOLI, (7)
VASANT SHINWAR KOLI, (8) RAMESH SHINWAR
KOLI, (9) RAMABAI NAMDEO KOLI, (10)
KISABAI PADMAKAR KINI, (11) NALINI
KRISHNA KOLI, (12) JAYSHREE HARESHWAR
KOLI, (13) MR.YESHWANT GOVIND BHANDARI,
(14) MR.ARJUN GOVIND BHANDARI, (15)
MR.PARSHURAM GOVIND BHANDARI (16)
MRS.DATTU GOVIND BHANDARI, (17)
MRS.KRISHNIBAI DATTU BHANDARI, (18)
MR.DAMODAR GOVIND BHANDARI, (19)
MATHURABAI VISHNU BHANDARI, (20) MAHESH
VISHNU BHANDARI, (21) SUBHASH VISHNU

(3)

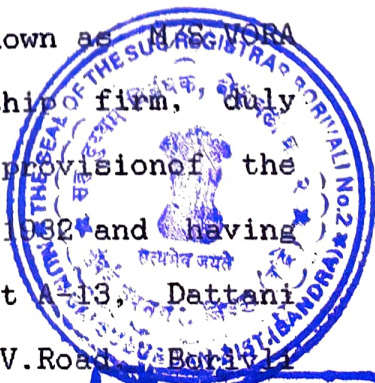
(23) MR.ATMARAM GAJANAN BHANDARI (24)
SMT.HIRUBAI DATTU BHANDARI, for self and
as mother and natural guardian of her
minor daughters Ranjana, Shobha and
Pramila, (25) MR.SUNIL KAMLAKAR
BHANDARI, for self and as the brother
and natural guardian of his minor sister
Sushila Kamlakar Bhandari (26)
MRS.MEENA KASHINATH KOLI (27) MRS.NALINI
NARAYAN BHANDARI (28) MRS.KISNIBAI
RAGHUNATH BHANDARI, for self and as the
mother and natural guardian of her minor
daughter Harshalla (29) MR.VINOD
RAGHUNATH BHANDARI, (30) MR.VISHWAS
RAGHUNATH BHANDARI (31) MRS.CHHAYA ANANT
BHOIR, (32) MRS.BHANUMATI RAGHUNATH
BHANDARI, (33) MRS.MALATI DYANESHWAR
KOLI (34) MRS.BARKUBAI WAMAN BHANDARI,
for self and as mother and natural
guardian of her minor daughter Jyotsna
(35) MRS.BHARATI BHARAT PATIL (36)
MRS.SANGITA MOHAN KOLI, (37) MRS.LATA
MADAN HARNEKAR, (38) MRS.ANUBAI RAJESH
KINI, (39) MR.JAGAN NARAYAN BHANA, (40)
MRS.TARUBAI DAMODAR BHANDARI,
MS.RAJASHREE DAMODAR BHANDARI, (42)
MR.DHARMENDRA DAMDODAR BHANDARI, (43)
Ms.SANDHYA DAMODAR BHANDARI (44)
MR.WAMAN DATTU BHANDARI, (45) MR.ROSHAN
WAMAN BHANDARI, (46) Ms.SUNITA WAMAN



[Handwritten signatures and marks]



BHANDARI, (47) Ms.VATSALA DATTU
BHANDARI, all Hindu adults, residing
at Village Charkop, Kandivli (West),
Mumbai - 400 067, through their
Constituted Attorney MR.SHAILESH P.
VORA, hereinafter referred to as "THE
FIRST CONFIRMING PARTY" (which
expression shall unless it be repugnant
to the context or meaning thereof be
deemed to mean and include their heirs,
executors and administrators) of the
SECOND PART AND MR.DOMNIC ROMELL of
Mumbai, Christian Inhabitant, residing
at 6, Shailesh Apartment, Opp. Ram
Mandir, S.V.P.Road, Borivli (West),
Mumbai - 400 092, through their
Constituted Attorney MR.SHAILESH P.
VORA, hereinafter referred to as "THE
SECOND CONFIRMING PARTY" (which
expression shall unless it be repugnant
to the context or meaning thereof be
deemed to mean and include his heirs,
executors, administrators and assignes)
of the THIRD PART AND M/S.LEELA
ENTERPRISES (fomarly known as M/S.VORA
ENTERPRISES) a Partnership firm, duly
registered under the provision of the
Indian partnership Act, 1932 and having
its registered office at A-13, Dattani
Towers, Vora Kent, S.V.Road, Borivli



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(West), Mumbai - 400 092, hereinafter referred to as "THE THIRD CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include the present and future partners of the said firm, their heirs, executors, administrators and assignees) OF THE FOURTH PART AND M/S.NIRMALA CONSTRUCTION, Sole Proprietary concern of SHRI PARSHURAM RAMCHANDRA SHINDE, carrying on business at 9, 1st floor, Subhash Sadan, Chandavarkar Road, Borivli (West), Mumbai - 400 092, hereinafter referred to as the "THE FOURTH CONFIRMING PARTY" (which expressions shall unless it be repugnant to the context or meaning thereof to be deemed to mean and include his heirs, executors and administrators) of the FIFTH PART AND (1) MR.GANGADHAR SHIVRAM SHETTY, (2) MR.BHASKAR MONNAPPA SHETTY, (3) UDAY KRISHNAYYA SHETTY, (4) RAJU MANJAYYA SHETTY, Hindu Adults all residing at A-702, Bhakti Palace, Kandarpada, Dahisar (West) Mumbai 400 068, hereinafter called the "PURCHASERS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include



WHEREAS :

1. That one Hari Govind Bhandari alias Kini purchased from Gajanan Yeshwant Patankar by Conveyance dated 15th December, 1950 (registered at the Vasai Sub-Registry under serial No.865 on Book No.1 on 27th December, 1950) pieces of land interalia being Revenue Survey No.65, Hissa No.13 corresponding to City Survey No.556 admeasuring 18-3/4 Gunthas i.e. 2268.75 sq.yards and admeasuring 1778.7 sq.mtrs. as per the property register card of Village Kandivali, Taluka Borivli now in the Registration District and sub-district of Mumbai City and Mumbai Suburban and more particularly described in the Schedule hereunder written, and hereinafter referred to as "THE SAID PROPERTY".

2. The said Hari Govind Bhandari alias Kini died intestate on or about 13th March, 1957 leaving behind him surviving the following persons as his only heirs and next of kin according to the law, of succession by which he was governed at the time of his death;

- i) Ramchandra Hari Kini
- ii) Smt.Gangabai Balkrishna Bhandari



- iii) Smt.Sundaribai Shinwar Koli
- iv) Jivubai Hari Bhandari
- v) Smt.Motibai Govind Bhandari
- vi) Smt.Namubai Gajanan Bhandari
- vii) Smt.Devkibai Sowar Bhandari
- viii) Smt.Laribai Dattu Bhandari
- ix) Smt.Hasibai Narayan Bhana.

3. The said Jivubai Hari Bhandari mentioned at item No.(iv) of Recital No.2) died intestate in or about 1993 without leaving any lieneal descendants save and except the heirs of the late Hari Govind Kini as stated above as her only heirs and legal representatives.

4. The said Ramchandra Hari Kini (mentioned at Item No.(i) of recital No.2) died intestate on or about 8th October, 1994 leaving him surviving the following persons being Vendors No.1 to 5 as his only heirs and next of kin according to the law of succession by which he was governed at the time of his death.

- i) Krishna Ramchandra Kini
- ii) Govind Ramchandra Kini
- iii) Ramabai Ramchandra Kini
- iv) Sharda Kailash Bhandari
- v) Smt. Asha Dayabhai Kini



55. That the Purchasere have agreed to pay a lumpsum consideration of Rs.51,00,000/- (Rupees Fifty One Lacs Only) to the Fourth Confirming Party being the full purchase price of the said property.

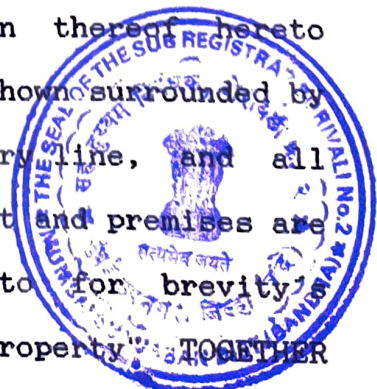
56. That the Vendors and The First Confirming Party are represented by their Constituted Attorney Mr. SHAILLESH P.VORA pursuant to the Power of Attorneys executed by them in favour of DOMNIC ROMELL in turn who has executed a Substituted Power of Attorney in favour of the said Shaillesh P. Vora. That Dominic Romell the Second Confirming Party is also represented through his C.A. Mr. SHAILLESH P. VORA pursuant to the Power of Attorney executed by him in his favour. That the said Power of attorneys are valid and subsisting and the same are not terminated by notice or otherwise.

NOW THIS INDENTURE WITNESSETH that

in pursuance of the said Agreement, and in consideration of the sum of Rs.51,00,000/- (Rupees Fifty One Lacs Only) being the full purchase price paid by the Purchasers to the Purchaser



execution of these presents, (the payment and receipt whereof the Fourth Confirming Party do hereby admit of and from the same and every part thereof, do hereby acquit, release and discharge the Purchasers forever, from the payment of the said amount). THEY the Vendors do hereby grant, sell, transfer, assign and convey, and the First, Second, Third and Fourth Confirming Parties do hereby confirm and convey UNTO the Purchasers forever free from all encumbrances. All that piece of parcel open Agricultural land or ground bearing Survey No.65, Hissa No.13, corresponding to C.T.S.No.556, admeasuring 18-3/4 Gunthas (i.e. 2268.75 sq.yards) and admeasuring 1778.7 sq.mtrs. as per the property register card of Village Kandivli, Taluka Borivli in the Registration district of Mumbai Suburban and Mumbai District, more particularly described in the Schedule hereunder written, and delineated on the plan thereof hereto annexed, and thereon shown surrounded by a red coloured boundary line, and all which land hereditament and premises are hereinafter referred to for brevity sake as "the said property" TOGETHER WITH all and singular the Courts Yards,

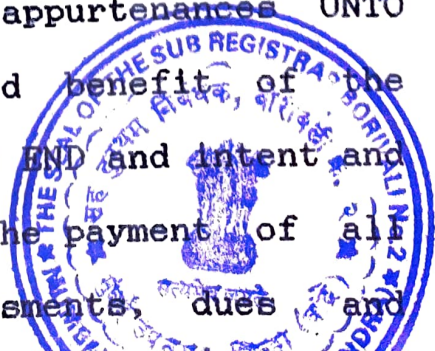
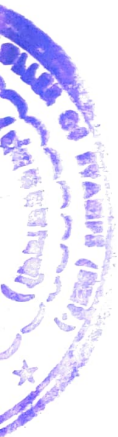




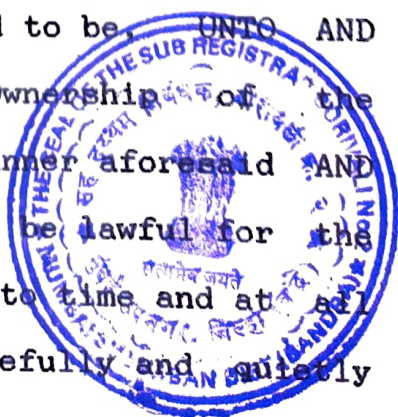


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areas, compounds, sewers, ditches, fences ways, paths, passages, common gullies, walls, water, water courses, plants, lights, liberties, privileges, easements, profits, advantages, rights members, and appurtenances and also TOGETHER with all the deeds, documents writings, vouchers and other advantages, evidence or titles, relating to the said land or ground hereditaments and premises or any part thereof, AND ALL the estate, rights, titles, interests, use, inheritance property possession, benefit, claim and demand whatsoever at all and in equity of the Vendors and Confirming Parties to, out of or upon the said property TO ENTER INTO AND TO HAVE AND TO HOLD, OWN, POSSESS AND ENJOY all and singular the said premises and every part thereof hereby granted, released, sold, transferred, conveyed and assured and 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 Purchasers forever TO END and intent and FURTHER SUBJECT to the payment of all rates, taxes, assessments, dues and



Government of Maharashtra or to the Municipal Corporation of Greater Mumbai, or any other Public Body in respect thereof AND the Vendors and Confirming Parties herein do hereby for themselves their heirs, executors and administrators covenant with the Purchasers that notwithstanding any act, deed, matter or thing whatsoever by the Vendors and Confirming Parties or any person or persons lawfully or equitably claiming by, from, through, under or in trust or contract made, done, committed, omitted or knowingly and Willfully suffered to the contrary, THEY the Vendors and Confirming Parties had at all material times hereto before and now has in himself good right, full power and absolute authority and indefeasible title to grant, release, sell, transfer, assign, convey and assure the said land premises, hereby granted, released, conveyed and transferred or assured and intended to be, ONTO AND TO THE USE and Ownership of the Purchasers in the manner aforesaid AND FURTHER THAT it shall be lawful for the Purchasers from time to time and at all times hereafter peacefully and quietly to hold, enter upon, occupy, possess and



against loss, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendors and confirming parties or any breach of the covenants herein contained.

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

THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece or parcel of land or ground bearing Survey No.65, Hissa No.13, C.T.S.No.556, admeasuring 18 3/4 Gunthas, (that is 2268.75 sq.yards as per the 7/12 extract and admeasuring 1778.7 sq.mtrs. as per the property Register card or thereabouts, situate, lying and being at Village Kandivli, Taluka Borivli, Mumbai Suburban District, within the Registration District of Mumbai Suburban District and shown in red colour hatched lines on the plan annexed hereto

SIGNED AND DELIVERED



P. Vora

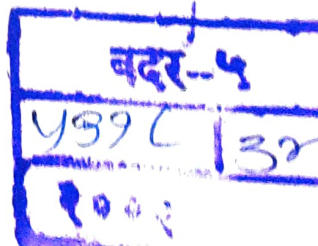
- 3) SMT.RAMABAI RAMCHANDRA KINI)
4) SMT.SHARADA KAILASH BHANDARI)
5) SMT.ASHA DAYABHAI KINI)
through their Constituted Attorney)
MR.SHAILESH P. VORA) S.P.
in the presence of)

SIGNED AND DELIVERED BY THE)
WITHIN NAMED "CONFIRMING PARTY")

- 1) SMT.GANGABAI BALKRISHNA BHANDARI)
2) SMT.KALAVATIBAI RAMALKANT BHANDARI)
3) MR.JAYWANT BALKRISHNA BHANDARI)
4) MR.KASHINATH BALKRISHNA BHANDARI)
5) MR.SHINWAR SUKAR KOLI)
6) LAXMAN SHINWAR KOLI)
7) VASANT SHINWAR KOLI)
8) RAMESH SHINWAR KOLI)
9) RAMABAI NAMDEO KOLI)
10) KISABAI PADMAKAR KINI)
11) NALINI KRISHNA KOLI) S.P.



[Handwritten signatures and initials]



- 12) JAYSHREE HARESHWAR KOLI)
13) MR.YASHWANT GOVIND BHANDARI)
14) MR.ARJUN GOVIND BHANDARI)
15) MR.PARSHURAM GOVIND BHANDARI)
16) MR.DATTU GOVIND BHANDARI)
17) MRS.KRISHNIBAI DATTU BHANDARI)
18) MR.DAMODAR GOVIND BHANDARI)
19) MATHURABAI VISHNU BHANDARI)
20) MAHESH VISHNU BHANDARI)
21) SUBHASH VISHNU BHANDARI)
22) KIRAN VISHNU BHANDARI)
23) MR.ATMARAM GAJANAN BHANDARI)
24) SMT.HIRUBAI DATTU BHANDARI)
25) MR.SUNIL KAMLAKAR BHANDARI)
26) MRS.MEENA KASHINATH KOLI)
27) MRS.NALINI NARAYAN BHANDARI)
28) MRS.KISNIBAI RAGHUNATH BHANDARI)
29) MR.VINOD RAGHUNATH BHANDARI)
30) MR.VISHWAS RAGHUNATH BHANDARI)
31) MRS.CHHAYA ANANT BHOIR)

S. P. Uom



(Handwritten signature)

S. P. Uom

32) MRS. BHANUMATI RAGHUNATH BHANDARI) *S.P. von*

33) MRS. MALATI DYANESHWAR KOLI)

34) MRS. BARKUBAI WAMAN BHANDARI)

35) MRS. BHARATI BHARAT PATIL)

36) MRS. SANGITA MOHAN KOLI)

37) MRS. LATA MADAN HARNEKAR)

38) MRS. ^{ANUBAI} ~~ANUBAI~~ RAJESH KINI)

39) MR. JAGAN NARAYAN BHANA)

40) MRS. TARUBAI DAMODAR BHANDARI)

41) MS. RAJASHREE DAMODAR BHANDARI)

42) MR. DHARMENDRA DAMDODAR BHANDARI)

43) Ms. SANDHYA DAMODAR BHANDARI)

44) MR. WAMAN DATTU BHANDARI)

45) MR. ROSHAN ^{DATTU} ~~WAMAN~~ BHANDARI)

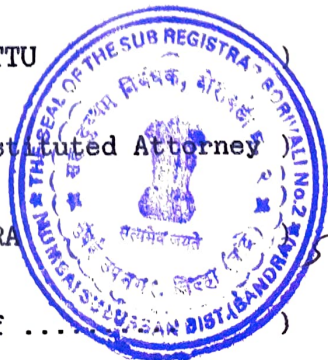
46) Ms. SUNITA WAMAN BHANDARI)

47) Ms. VATSALA DATTU)

through their Constituted Attorney)

MR. SHAILESH P. VORA *S.P. von*

in the presence of)



Shetty



SIGNED SEALED AND DELIVERED)
 BY THE WITHIN NAMED)
 "SECOND CONFIRMING PARTY")
 MR. DOMNIC ROMELL)
 through his Constituted Attorney)
 MR. SHAILESH P. VORA) *S.P. Vora*
 in the presence of)

SIGNED SEALED AND DELIVERED)
 BY THE WITHIN NAMED)
 "THIRD CONFIRMING PARTY")
 M/S. LEELA ENTERPRISES)
 through its Partner) *S.P. Vora*
 MR. SHAILESH PRANLAL VORA)
 in the presence of)

SIGNED AND DELIVERED)
 by the within named)
 FOURTH CONFIRMING PARTY)
 M/S. NIRMALA CONSTRUCTION)
 THROUGH ITS SOLE PROPRIETOR)
 MR. PARSHURAM RAMCHANDRA SHINDE) *M. Ramchandra Shinde*
 in the presence of)

SIGNED AND DELIVERED by the)
 within named PURCHASERS)
 (1) MR. GANGADHAR SHIVRAM SHETTY)



(3) MR.UDAY KRISHNAYYA SHETTY

[Handwritten signature]

(4) MR. RAJU MANJAYYA SHETTY

[Handwritten signature]

the presence of

RECIPT

RECEIVED of and from the Purchasers
abovenamed a sum of Rs.51,00,000/-

(Rupees ~~Fifty~~ One Lacs Only) by (1) ~~Pay~~
Order/Cheque No. 669266, dated 10/5/03

June, 2003 drawn on oriental
Bank of Commerce for Rs. 1,00,000/-

and Pay Order/Cheque No. 669288 dated
16/03 June, 2003 drawn on oriental Bank
of Commerce for Rs. 1,00,000/- being

the ^{part} full consideration amount to be paid
by him to us.

Rs.51,00,000/-

WE SAY RECEIVED

M/S. NIRMALA CONSTRUCTION

[Handwritten signature]

SOLE PROPRIETOR

MR. PARSHURAM KANCHANDRA BHIMAR

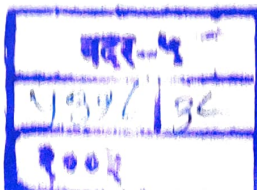
(FOURTH CONFIRMING PARTY)



WITNESSES

1.

2.



सं. १. ७-३१ व १५	सं. १. ७-३१ व १५	सं. १. ७-३१ व १५	सं. १. ७-३१ व १५
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६३/२०	६३/२०	६३/२०	६३/२०	६३/२०	६३/२०

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 सं. १. ७-३१ व १५

सं. १. ७-३१ व १५

