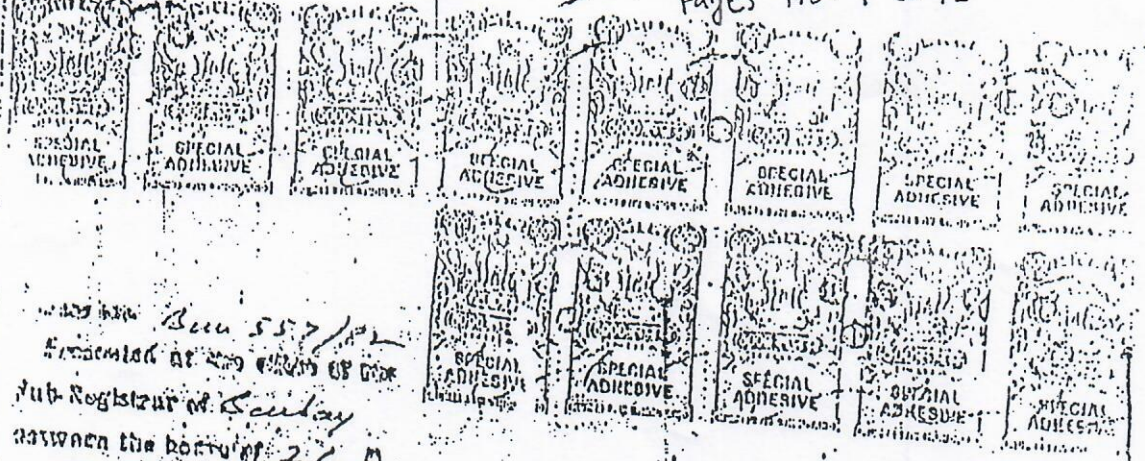


(11)

PHOTO COPY OF CONVEYANCE  
Pages No. 1 to 15



Sub Registrar of Bombay  
dated the 21st March 1972

6/11/72

For Computer copy of this...

P.C. Shah

Registration Fee 4000-00  
Photo copying 34-00  
Stamp 16-00  
Total Rs 4050-00

P.S. Shah  
Sub-Registrar

THIS INDENTURE made at Bombay this 26<sup>th</sup> day of February One thousand nine hundred and Eighty-two Between ABDUL SATTAR SULEMAN HAJI AHMED of Bombay Muslim Inhabitant, hereinafter called "the Vendor" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the One Part and OMER CO-OPERATIVE HOUSING SOCIETY LIMITED, a Society registered under the provision of the Maharashtra Co-operative Societies Act, 1960, and having its Registered Office at India House No. 1, Colaba Tank Road, Bombay 400 026 hereinafter called "the Purchasers" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the said

P.C. Shah

Society and its successor or successors, and assigns) of the Other Part;

WHEREAS:

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(i) The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land or ground hereditaments and premises known as 'India House No. 1' situate at Gowalia Tank Road, Bombay 26, and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said property")

(ii) Dr. Pankaj C. Shah and others were the Promoters of the Purchasers Society and, as such promoters, they entered into an Agreement with the Vendor herein dated the 5th day of September 1980, whereby the Vendor agreed with the said Dr. Pankaj C. Shah and others for the absolute sale to them of the property described in the First Schedule hereunder written at or for the price of Rs. 4,00,000/- and upon terms and conditions contained therein.

(iii) The tenants of the said property a list whereof is specified in the Second

Schedule hereunder written have formed themselves into the said Society being the Purchasers herein registered under Serial No. DOM/GEN/D/G.28/81 on the 13th day of October 1982 under the provisions of the Maharashtra Co-operative Societies Act, 1960.

(iv) The said Dr. Pankaj C. Shah and Others had entered into the said Agreement for sale as promoters of the Purchasers Society having no personal right or claim thereunder and have accordingly requested the Vendor to execute this Indenture of Conveyance in favour of the Purchaser's Society, which the Vendor has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH, that in pursuance of the said Agreement and in consideration of the sum of Rs. 40,000/- paid by the said Dr. Pankaj C. Shah and others as promoters of and on behalf of the Purchasers on or about the 5th day of September 1980 as earnest money, as aforesaid, and of the further sum of Rs. 3,60,000/- (Rupees Three lacs sixty

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(thousand only) paid by the Purchasers to the Vendor on or before the execution of these presents making together the said sum of Rs. 4,00,000/- (Rupees four lacs only) being the full purchase price payable by the Purchasers as aforesaid, (the payment and receipt whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth forever acquit, release and discharge the Purchasers) He the Vendor DOth HEREBY GRANT, SELL, RELEASE, CONVEY AND ASSURE unto the Purchasers forever ALL That the said piece or parcel of land or ground with the messuages, tenements, building or structure, hereditaments and premises, situate at Gowalia Tank Road, Bombay 400 026, Registration District and Sub-District of Bombay and Bombay Suburban and more particularly described in the First Schedule hereunder written and delineated on the Plan hereto annexed and surrounded by a red coloured boundary line (and all which land, hereditaments and premises are hereinafter for brevity's sake referred to as "the said premises") TOGETHER WITH ALL and Singular the houses, out-houses, edifices, buildings, courts, yards, areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, commons, gullies, wells, waters, watercourses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof belonging to or in anywise appertaining to or with the same or any part

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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 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 Vendor into out of or upon the said premises or any part thereof TO HAVE AND TO HOLD ALL and Singular the said premises, heroby granted, released, conveyed, and assured or intended or expressed to to be with their and every of their rights, 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 Government of Maharashtra or to the Municipal Corporation of Greater Bombay or any other public body or authority in respect thereof And the Vendor DOETH HEREBY for himself and his heirs, executors, and administrators COVENANT with the Purchasers that notwithstanding any act, deed matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for himmade, done, committed, omitted or knowingly or willingly suffered to the contrary, He the Vendor now hath in himself good right, full power and absolute

G....

authority to grant, release, convey and assure the  
said premises hereby granted, released, assured or  
intended so to be unto and to the use of the Purchaser  
in manner aforesaid AND THAT it shall be lawful for the  
Purchasers from time to time and at all times here-  
-after 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 what-  
-soever from or by the Vendor or by any person or  
persons lawfully or equitably claiming or to claim  
from, under or in trust for the Vendor AND THAT free  
and clear and freely and clearly and absolutely  
acquitted, exonerated, released and forever discharged,  
or otherwise by the Vendor well and sufficiently saved,  
defended, kept harmless and indemnified from and  
against all former and other estates, titles, charges  
and encumbrances whatsoever either already or to be  
hereafter had, made, executed, occasioned, or suffered  
by the Vendor or by any other person or persons  
lawfully or equitably claiming or to claim by, from,  
under or in trust for him AND FURTHER THAT the Vendor  
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,  
released, conveyed, assured or intended so to be or  
any part thereof, by, from, under or in trust for him

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the Vendor 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, matters, conveyances and assurances in the law whatsoever for the better, further, and more perfectly and absolutely granting, releasing, conveying and assuring the said premises every part thereof hereby granted, released, conveyed and assured unto and to the use and benefit of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers, their successor or successors or assigns or their counsel in law -- AND THIS INDENTURE FURTHER WITNESSETH that in -- pursuance of the said agreement and in consideration of the premises THE VENDOR DOETH HEREBY COVENANT with the Purchasers that the Vendor unless prevent by fire or some other inevitable accident shall and will from time to time and at all times hereafter upon every reasonable request in writing by the Purchasers or any persons lawfully or equitably claiming through the Purchasers any share or interest in the said premises described in the First 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 to the Purchasers or any such other person or persons as aforesaid, or other Advocates, Solicitors or agents and shall at such times, at such places or to such person or persons as they

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examination, or otherwise, as occasion shall require,  
produce all or any of the deeds and writings  
mentioned and specified in the Third Schedule  
hereunder written for the manifestation, defence and  
for the purpose of showing the Purchasers' title to  
the said premises described in the First Schedule  
hereunder written and also at the like request and  
costs of the Purchasers deliver or cause to be  
delivered unto the Purchasers or any such other  
person, as aforesaid, such attested or otherwise or  
extracts from or abstracts of the said deeds, and  
writings or any of them, as they may require, and  
will in the meantime unless prevented, as aforesaid,  
keep the said deeds, documents and writings safe,  
whole, unobliterated and uncanceled. The Purchasers  
shall allow the Owners of the Clinic and Nursing Home  
on the second floor of the Building hereby conveyed to  
hold the said premises subject to the terms of the  
existing Agreement entered into by the Vendor and the  
Owners of the said Clinic and Nursing Home. The  
Purchasers hereby covenant with the Vendor that no  
addition or alternation shall be made in the facade  
of the Building which may affect the max elevation of  
the said property. There is an open passage on the  
West and North side of the Building forming part of  
the property hereby conveyed, being the passage coloured  
brown on the plan hereto annexed. The said passage  
is subject to the right of way of the Owners or Ressee.



of India House No. 2, India House No. 3 and/or the Owners or the Lessees of the adjoining Building in the compound belonging to the Vendor bearing C.S. Nos. 3/618 and 4/618 of Malabar and Cumballa Hill Division, No. 126 of D-Ward No. 3403, and India House No. 4 to have access to the Gowalia Tank Road, The Purchasers and the Vendors and the other tenants shall not park their Cars in the said passage, or allow to park any Car in the compound during night time. The said owners, Lessees and occupiers of the other adjoining building bearing V.S.No.3/618 and 4/618 of Malabar and Cumballa Hill Divisions No. 126 of D-Ward No. 3403 of India House No. 2 and India House No. 3 and India House No. 4 in common with the Purchasers shall be entitled to attend to the repairs of the passage and the drainage, telephone cables and telephone cables which are in the said passage. The Vendor shall allow the Purchasers the right of way over the passage shown in hatched lines on the Plan hereto annexed, on the North side of the building hereby conveyed. The vendor shall be at liberty to allow the Owners, Lessees and occupants of the adjoining buildings known as India House No. 2, India House No. 3 and India House No. 4 & India House No. 5 and 6 bearing C.S.No. 3/618, and 4/618 the right of way over the said passage. The maintenance and expenses of the said passage shall be shared by the Owners, Purchasers and the Lessees of India House No. 2, India House No. 3, India House No. 4 & I.H. No. 5 and 6 and the Vendor

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said passage.

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land or ground formerly of Pension and Tax tenure but since redeemed with the messuages, tenements and dwelling house or bungalows, the shops, stables and out-houses standing thereon situate lying and being at Gowalia Tank Road, in the Registration Sub-District and District of Bombay City and Bombay Suburban bearing C.S.No.618 of Malabar and Cumballa Hill Division, containing by admeasurement 848 (Eight hundred and forty-eight) square yards equivalent to 709.03 square metres or thereabouts and bounded as follows; that is to say, on <sup>or</sup> towards the East by Plot No.2, belonging to Ahmed Abdul Satar, Omer Charitable Trust on or towards the West by the property of Enrahim Cassam, on or towards the North by 16' Road belonging to the Vendor and on or towards the South by Gowalia Tank Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ST. No.            Name of the Tenant           

LIST OF THE TENANTS.

Sl. No.	Name of the Tenant	Shop/Place No.	Block	Carpet Area (sq. ft.)	Amount Rs. P.
1.	Mrs. N. A. J. Patha	1 Shop (Sakda) Gr. Fl.	Block No. 1 Commercial Ph. Fl.	13.47	3,556.67
2.	Mrs. N. A. J. Patha	A Shop	"	97.84	3,956.00
3.	Ratchand Hagerias Garadh	B Shop	"	664.00	22,275.85
4.	The Modern Home Ltd.	C Shop	"	648.23	32,559.70
5.	Kwality Restaurant & Ice Cream Co.	D Shop	"	1605.17	52,996.50
6.	Kwality Restaurant & Ice Cream Co. Garage.	F Garage	"	100.00	
7.	V. J. Kotar	E Shop	"	331.52	19,433.30
8.	Mrs. Indira A. Doshi				
9.	Dr. (Mrs.) Villa A. Pathan	2		662.37	18,423.50
10.	Dr. Zali S. Katta	3		547.88	12,451.80
11.	Dr. Zali G. Katta	4		505.48	20,124.35
12.	Mrs. Dina Nadirshah Bilimoria & Jehangir N. Bhatnagar	5 Residential		287.37	20,579.35
				793.33	12,216.50



Sr. No.	Name of the Tenant	Block No.	Shed/Flat No.	Residence	Floor	Carpet Area in Sq. Ft.	Amount Rs. P.
12.	Mrs. Anandgala Dias	"	"	Block No. 6 Residence	2nd Fl.	377.78	8,279.35
13.	Dr. Parraj C. Shah	"	"	"	"	1297.44	27,622.55
14.	Miss. Surekha Chavhan with Garage	"	9	"	"	1302.62 161.14	29,319.90
15.	M/S. Greaves Cotton Co. Ltd.	"	10	"	"	839.06	24,448.79
16.	Dr. Nalshad Dalvi	"	11	"	2	187.43 578.50	12,072.15
17.	Miss. Vima Bessette Dattaji	"	12	"	3rd Fl.	1242.57	19,647.39
18.	Parag G. Chavari	"	12A	"	"	503.89	6,444.00
19.	Girharaj C. Tharot	"	14	"	"	769.56	14,622.80
20.	Smt. Subhadra Ben &/o Mahalingam Laloochand	"	13	"	"	1404.82	29,455.10
						<u>4,00,000.00</u>	



Handwritten signature and initials in the right margin.

THE THIRD SCHEDULE ABOVE REFERRED TO:

Indenture of Conveyance dated 31st day of October 1946 executed between Mustomji Dorabji Dinshaw Adonwala therein referred to as the Vendor of the first part Sarubal Abdulla thereby referred to as the Confirming Party of the Second Part and Abdul Satar Suloman Haji Ahmed therein referred to as the Purchaser of the third part.

SIGNED SEALED AND DELIVERED )  
by the withinnamed VENDOR )  
ABDUL BATTAR SULEMAN HAJI )  
AHMED in the presence of. )

*Abdul Sattar*  
*Suloman Haji*  
*Ahmed*

(A. M. Maindar) )  
THE COMMON SEAL OF OMER )

CO-OPERATIVE HOUSING SOCIETY )  
LIMITED was hereunto affixed )

pursuant to the Resolution )  
passed in its meeting held )

on the 5th day of JANUARY (1982) )  
1982 in the presence of. )

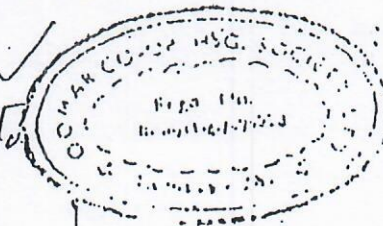
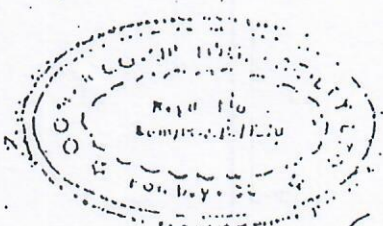
(1) DR. PINKAJ C. SHAH )  
*Chairman* and )

(2) DR. FALI MEHTA )  
*President* )

In the presence of )  
*K. J. ...* )

RECEIVED the day and year first herein

above written of and from the withinnamed Purchasers  
the sum of Rs. 3,60,000/- (Rupees three lacs sixty



*P. C. ...*

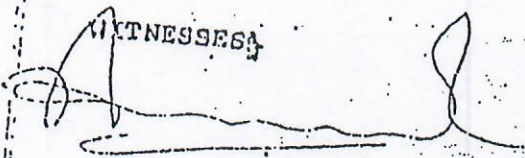
*31st day*

*F. S. ...*

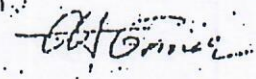
sixty thousand only) which together with)  
the sum of Ru. 40,000/- (Rupees forty thousand only) received on the 5th day )  
of September 1900 as earnest money makon)  
in the aggregate the sum of Ru. 4,00,000/- )  
(Rupees four lacs only) being the full )  
consideration monays within mentioned to)  
be paid them to me.

)Ru. 4,00,000/-

WITNESSES



I HAVE RECEIVED



VENDOR.

1) Sri Panraj Churnal Shah, aged 45 yrs.  
 Medical Practitioner, 1st India House no. 1,  
 2nd Floor Kemp's Corner, Bombay-36.  
 2) Sri. F. L. S. Sahaji, aged 55 yrs.  
 Medical Practitioner, 1st India House no. 1,  
 2nd Floor Kemp's Corner, Bombay-36.  
 Both executing parties admit  
 execution of the so-called deed of  
 conveyance.



1) P.C. Shah

2) F. L. Sahaji

Sri S. M. Chavan, Clerk to  
 M/s. Anandha Dasani, 1st Floor, Bombay  
 and known to the Sub-Registrar, dated 10/1/52  
 knows the above executants and declares

Mehar

10/1/52

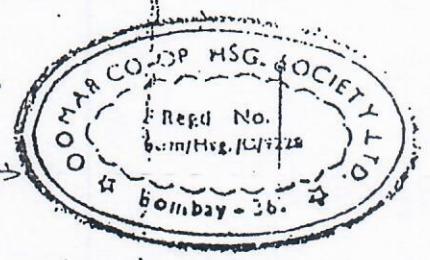
[Signature]

CERTIFIED TRUE COPY :-

FOR Omari Co-operative Housing Society Ltd

Members of the Managing Committee

1. Mrs K. H. Daulacharji, Hon. Chairman - K.H. Daulacharji
2. Mr. Girish P. Shah, Hon. Secretary - Sub. Pannal
3. Dr. G. C. Thaverji, Hon. Jt. Secretary - G. C. Thaverji
4. Mr. V. J. Kolak, Hon. Treasurer - Vinodrao G. Kolak
5. Mr. Panraj. C. Shah, Hon. Member - P.C. Shah



Shri Abdul Sattar Sulaiman Haji  
Ahmed, aged 65 yrs. Land (ind) Plot 16,  
Nepan Sea Road, Bombay. Executing  
Party admits execution of the  
so called deed of conveyance

x Abdul Sattar Sulaiman  
Haji Ahmed

Shri S. H. Chavan, Clerk to  
Mr. Anubhai R. D'wy, Sub. Registrar  
knows the above executant and identifies  
file.

Dated: 8th June 1983

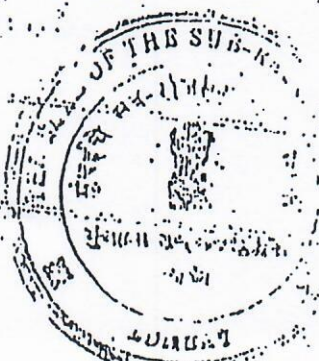
*mehta*

Sub-Registrar



Registered No: 557 of Book No. 82

Date 7/4/83. Sub-Registrar, Bombay



C. H. S. U. of

13-4-83  
1-2-1983