ये. का. मु.– ५,००,०००,–२००२–बेजेल अे३* (ईजे) २४२
शा. नि., म. वि., क्र. ९६८४, दि. १०-१०-१४;
नो. म. पुणे. क्र. अभिलेख/नोंदणी/६३ मई/२०६९, दि. १८-१-७३ व
क्र. का. ७/प्रपत्रे छपाई/९६ दि. २१-१-९६]

भूलेखार

सूची क्र. दोन INDEX No. II

दिलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार देतो ते नमूद करावे) Nature of deed, consideration and market value (in case of lease, state whether lessor or lessee pays assessment)	भू-मापन, पोटहिस्सा व घर क्रमांक (असल्यास) Survey, Sub-Division and House No. (if any)	क्षेत्रफळ Area हे./H.	आ./A.	आकारणी किंवा जुडी देण्यात येत असेल तेव्हा Assessment or Judi when given रु./Rs.	पै./P.	दस्तऐवज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता Name of the executing party or in case of a Decree or Order of Civil Court, of Defendant and Detailed address	दस्तऐवज करून घेणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता Name of the claiming party or in case of a Decree or Order of Civil Court, of Plaintiff and Detailed address	दिनांक Date of करून दिल्याचा Execution	नोंदणीचा Registration	अनुक्रमांक, खंड व पृष्ठ Serial No., Volume and Page	बाजारभावाप्रमाणे मुद्रांक शुल्क Stamp Duty paid on Market Value	बाजारभावाप्रमाणे नोंदणी फी Registration Fee paid on Market Value	शेरा Remarks.
१	२	३		४		५	६	७	८	९	१०	११	१२
खरेदीखत	जमिन व बांधकाम					१) श्री नाजुका मोहमद अमीन	मेसर्स सुरेश इस्टेट —	25/5	31/7	9693	रु.७६५०००/-	रु.५०००/-	—
रु.७६५०००/-	क्र.स.नं.– २९३					रोगे	प्रायव्हेट लिमिटेड तर्फे	९५	९९	बुक १ ९५			
	क्षेत्र– ८९८३–७८ चौ.मि.					२) श्री आसिझ मुल्ला	डायरेक्टर						
						३) श्री मोहमद अब्बास	श्रीमती ग्रेसी थॉमस						
						मोहमद इस्माइल खटखट	रा- ३री माळा सुरेश						
						४) श्री मोहमद सईद मुन्शी	भवन चौपाटी सीफेस मुं.७						
						५) मोहमद मसुद भाईजी							
						नं. १ ते ५ हे रोगे चॅरीटीज							
						चे ट्रस्टी							

मी नकल केली
मी वाचली.
मी तपासली.

20 रु. COURT FEE Rs.20 भारत 8 APR 2014 CANCELLED वीस रुपये TWENTY RUPEES

THE SEAL OF THE JOINT DISTRICT REGISTRAR CLASS II (RECORDS) MUMBAI DISTRICT
सह जिल्हा निबंधक वर्ग-२ (अभिलेख) मुंबई जिल्हा
मुंबई MUMBAI

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

अर्ज क्रमांक ९६२५
नांव ... चे
यांचा त्यांचे ता. ...
अर्जानुसार नकल दिली.
दिनांक ...
सह जिल्हा निबंधक वर्ग-२ (अभिलेख),
मुंबई जिल्हा.

Rogay Charities to swesh
26-5-95
Rs. 7,65,00,000/-

पावती क्र.

नोंदणी १९ म.
Regn. 39 m.

दस्तऐवजाचा/अर्जाचा अनुक्रमांक

दिनांक सन १९

दस्तऐवजाचा प्रकार-

सादर करणाऱ्याचे नाव-

खालीलप्रमाणे फी मिळाली:-

नोंदणी फी
नकल फी (फोलियो
पृष्ठांकनाची नकल फी
टपालखर्च
नकला किंवा शोध (कलम ६४ ते ६७)
शोध किंवा निरीक्षण
दंड-कलम २५ अन्वये
कलम ३४ अन्वये
प्रमाणित नकला (कलम ५७) फोलियो
इतर फी (खालील शेरावरील)

	६.	६.
एकूण		

दस्तऐवज
नकल

फोटो तयार होईल.

नोंदणीकृत डाकेने पाठवली जाईल.
या कार्यालयात घेऊन जावे.

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा.
हवाली करावा.

सादरकर्ता

इतर फीची अनुसूची

१. जाता मोहरणी फी अनुच्छेद सतरा किंवा अकरा अन्वये.

२. ओळखपत्र फी.

३. फाईल करण्याची फी.

अनुच्छेद अकरा अन्वये.

अनुच्छेद बीस अन्वये.

४. मुखत्यारनामा अनुप्रमाणन.

५. गृहभेट फी.

६. सुरक्षित ठेवा फी.

७. मोहोरबंद पाकिटांचा निक्षेप.

८. मोहोरबंद पाकिटे उघडणे.

९. मोहोरबंद पाकिटे परत मागे घेणे.

१०. अदत.

११. परिचारिका किंवा स्त्री परिचारिकेची सेवा.

१२. न्यून आकारित फीची वसुली.

१३. गट संग्रहाच्या वस्तूंच्या विक्रीचे उत्पन्न.

१४. विलेख इ. च्या नकला पाठविण्याचा टपाल खर्च.

१५. प्रवास खर्च.

१६. भत्ता.

दातऐवज परत केला.

03-5818

मुख्य निबंधक

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Superintendent of Stamps
Bombay

THIS INDENTURE made at Bombay this 25th day of May ~~March~~ 1995 between (1) NAKHUDA MOHAMED AMIN ROGAY (2) AZIZ MULLA (3) MOHAMED ABBAS MOHAMED ISMAIL KHATKHATAY (4) MOHAMED SAEED MUNSHI and (5) MOHAMMED MASOOD BHAIJI all of Bombay Indian Inhabitants the Trustees of Rogay Charities a Public Charitable Trust registered under the Bombay Public Trusts Act, 1950 having its office at 123, Bapu Khote Street, Bombay - 400 003 hereinafter called the VENDORS (which expression shall unless repugnant to the context or meaning thereof mean and include the said present Trustees and the Trustees from time to time of the said Trust and their survivors or survivor and the heirs, executors, administrators and the last survivor) of the One Part and MESSERS. SURESH ESTATES PRIVATE LIMITED a Company incorporated under the Companies Act 1956 having its office at 59, Sonawala Building, 2nd Floor, Bombay Samachar Marg, Bombay-400 023 hereinafter referred to as the PURCHASERS (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Other Part:

W H E R E A S the Vendors are seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of land admeasuring 13230.43 sq.mtrs. or thereabouts situate at the corner of Maharashi Karve Road (Queens Road) and Thakurdwar Road, Bombay, bearing C.S.No.2193 off Bhuleshwar Division which is more

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particularly described in the First Schedule hereunder written together with the buildings and structures standing thereon and shown surrounded by red colour boundary line on the plan annexed hereto (hereinafter referred to as the Larger Property);

AND WHEREAS the Vendors by Public Notice published in newspapers invited tenders for sale of an area admeasuring 8983.78 sq.mtrs. or thereabouts together with the buildings and structures standing thereon forming part of the Larger Property more particularly described in the Second Schedule hereunder written which area of 8983.78 sq.mtrs. or thereabouts is more particularly shown demaracated by yellow coloured boundary line on the said Plan annexed hereto and which is hereinafter referred to as the said Property subject to the sanction of the Charity Commissioner, Maharashtra State, Bombay and on "As is where is basis" and other terms and conditions contained in the terms and conditions prepared by the Vendors.

AND WHEREAS pursuant to the said public Notice only one valid tender was received from one M/s.Kalpataru Homes Private Limited for purchase of the said property for the sum of Rs.2,50,00,000/- who deposited with the Vendors a sum of Rs.25,00,000/- by Pay Order as the amount of earnest money as per the Vendors' said terms and conditions;

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AND WHEREAS the Trustees made an application to the Charity Commissioner under Section 36 of the Bombay Public Trusts Act for sanotion for sale of the said Property in favour of the said M/s.Kalpataru Homes Private Limited.

AND WHEREAS one M/s. Nahar Finance and the Purchasers abovenamed also appeared before the Charity Commissioner to purchase the said property when the Purchasers gave an offer to purchase the said Property of Rs.3,00,00,000/- and also offered a Bank Pay Order of Rs.50,00,000/- as earnest money.

AND WHEREAS the Charity Commissioner by his Order dated 18th August 1994 gave sanotion for sale of the said Property in favour of the said M/s.Nahar Finance at or for the price of Rs.3,11,00,000/- (Rupees Three Crores Eleven Lakhs only);

AND WHEREAS the Purchasers had filed a Writ Petition being Writ Petition No.2166 of 1994 in the High Court at Bombay inter-alia challenging the said Order of the Charity Commissioner wherein the Government Pleader appeared for the state of Maharashtra and Charity Commissioner as Respondent Nos. 1 and 2 therein and the said M/s.Nahar Finance and the said M/s.Kalpataru Homes Pvt.Ltd. being Respondent Nos.3 and 5 also appeared and the Trustees also appeared before Their Lordships the Hon'ble Mr.Justice Pendse and the Hon'ble Mr.Justice Jhunjhunuwala at the stage of a admission of the said Petition on 26th September 1994 wherein it was agreed by the Petitioner being the Purchasers abovenamed, the said M/s.Nahar Finance, the said Kalpataru Homes Pvt.Ltd. and the Vendors that their Lordships may invite fresh bids in

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the said Petition in the open Court and for the purpose the Petition was kept on Their Lordships Board on 28th September 1994.

AND WHEREAS on 28th September 1994 the bids were given to the Hon'ble Court by the said M/s.Kalpataru Homes Pvt.Ltd. and the Purchasers, wherein the Purchasers finally gave the higher bid of Rs.7,65,00,000/- and the said M/s.Kalpataru Homes Pvt.Ltd. did not bid any further.

AND WHEREAS pursuant to the directions given by Their Lordships the Purchasers deposited with the Vendors a Cashier's Order dated 4th October 1994 bearing No.026448 of Hongkong and Shanghai Banking Corporation Ltd. of Rs.1,92,00,000/- being rounded up figure of 25% amount of the said highest bid of the Purchasers.

AND WHEREAS by their Order dated 7th October 1994 Their Lordships set aside the aforesaid Order of the Charity Commissioner and gave sanction for sale of the said property in favour of the Purchasers for the said sum of Rs.7,65,00,000/- on the terms and conditions of the aforesaid terms and conditions prepared by the Vendors subject to certain variations therein as hereinafter mentioned;

AND WHEREAS pursuant to the said Order dated 7th October 1994 and pursuant to the said sum of Rs.1,92,00,000/- (Rupees One Crore Ninety Two Lakhs only) deposited by the Purchaser with the Vendors as aforesaid, by an Agreement for Sale dated 11th day of October ,1994 made between the parties hereto the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the said property at or for the price and on the terms and conditions therein contained;

AND WHEREAS in respect of the aforesaid Agreement for Sale dated 11th October 1994 the parties hereto

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made an application in the prescribed Form 37-I to the Appropriate Authority as required under the provisions of Chapter XXC of the Income Tax Act, 1961 for the proposed sale of the said property by the Vendors to the Purchaser as provided in the said Agreement for Sale dated 11th October, 1994;

AND WHEREAS the Appropriate Authority appointed under the provisions of Chapter XXC of the Income Tax Act, 1961 has by its No Objection Certificate hearing No.AA/BOM/CERTS/16347/94-95 dated 29th December 1994 granted the necessary permission to the Vendors for the sale of the said Property to the Purchasers for the apparent consideration mentioned in the said Agreement for Sale, a xerox copy of which Certificate is hereto annexed and marked with letter 'A';

AND WHEREAS the Purchasers have paid to the Vendors the entire consideration amount specified in the said Agreement for Sale dated 11th October 1994 and have requested the Vendors to execute these presents in its favour which the Vendors have agreed to do in the manner hereinafter appearing;

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement for Sale Dated 11th day of October 1994 and in consideration of a sum of Rs.1,92,00,000/- (Rupees One Crore Ninety Two Lakhs only) paid by the Purchasers to the Vendors as earnest money or deposit on the 4th October 1994 and a further sum of Rs.5,73,00,000/- (Rupees Five Crores Seventy Three Lakhs only) being the balance purchase price paid by the Purchaser to the Vendors on or before the execution of these presents aggregating in all to a sum of Rs.7,65,00,000/- (Rupees Seven Crores Sixty Five Lacs only)

being the entire consideration payable by the Purchasers to the Vendors under the said Agreement for Sale (the payment and receipt whereof the Vendors do and each of them doth hereby admit and acknowledge and of and from the same hereby release and discharge the Purchasers forever) THEY the Vendors do hereby grant, convey and assure UNTO the Purchasers forever all that piece or parcel of land hereditaments and premises situate at junction of Thakurdwar now known as Dr. Babasaheb Jayker Marg and Maharashi Karve Road admeasuring 8983.78 sq.mtrs. or thereabouts bearing Cadastral Survey No.2193 og Bhuleshwar Division in the Registration District and sub-district of Bombay City and more particularly described in the Second Schedule hereunder written and delineated on the Plan annexed hereto and therein bounded by yellow coloured boundary line being part of the land more particularly described in the First Schedule hereunder written TOGETHER WITH all and singular the courts, yards, compounds, areas, sewers, ditches, fences, trees, drains, ways, paths, passages, gullies, wells, water courses, plants, rights, lights, liberties, profits, privileges, easements, advantages, members and appurtenances whatsoever to the said piece or parcel of land or ground or any part thereof now or at any time heretofore belonging or in any wise appertaining to or with the same now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed to belong or be appurtenant thereto AND all the estate, rights, title, interest, dues, inheritance, property, possession, benefit, claim, and demand whatsoever both at law and in equity of the Vendors into out of or upon the said property or any part thereof TO HAVE AND TO HOLD

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all and singular the said Property hereby granted, conveyed, assured or intended or expressed so to be with its and every of its rights, members and appurtenances and assets UNTO AND TO THE USE AND BENEFIT of the Purchasers absolutely forever SUBJECT HOWEVER To the payment of all rates, taxes, ceases, assessments, charges, dues and duties which may hereafter become due and payable in respect thereof to the Government or to any other public body or local authority AND THE Vendors do and each of them doth as to their own acts and deeds hereby covenant with the Purchasers that nothwithstanding any act, deed matter or thing whatsoever by the Vendors made done executed committed or knowingly or willingly suffered to the contrary THEY the Vendors now have in themselves good right, full power and absolute authority to grant convey and assure the said piece or parcel of land or hereditaments and premises more particularly described in the Second Schedule hereunder written and hereby granted, conveyed and assured or expressed 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 peacebly and quietly to hold, enter upon, have occupy, possess, and enjoy the said property hereditaments and premises granted and conveyed and received the rents, issues and profits thereof and every part thereof to and for their own use and benefit without any suit, lawful evicition, interruption, claim and demand whatsoever from or by the Vendors or any person or persons lawfully or equitably claiming or to claim by from under or in trust for the Vendors and that free and clear and freely and clearly and made absolutely acquitted exhonerated released forever

discharged or otherwise by the Vendors well and sufficiently saved, defended, kept harmless of from and against all former and other estates, titles, charges and incumbrances whatsoever either already or to be hereafter has made executed occasioned or suffered by the Vendorss or by any other or persons lawfully claiming or to claim, by, from or in trust for them AND FURTHER THAT they the Vendors and all persons having or lawfully or equitably claiming by estate, right, title or interest at law or in equity in the said Property hereditaments and premises hereby granted or any part thereof, by under or in trust for them 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, matters things, conveyances and assurances at law whatsoever for the better further and more perfectly and absolutely granting and assuring the said property hereditaments and premises and every part thereof hereby granted unto and to the use of the Purchasers in manner aforesaid as shall or may be reasonably required by the Purchasers their successors and assigns or its counsels in law.

PROVIDED that notwithstanding anything contained hereinabove, it is expressly stipulated by the Vendors and accepted by the Purchasers that the sale is further subject to:

(i) Proposed 12.20 M. Vide D.P. Road is passing through the said property as shown on the attached Plan and the rest of the said property is reserved for Recreating ground, Municipal Primary School and Secondary School and the Property is situated in a residential zone and the same may be affected by setback.

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(ii) The various lessees/tenants/occupants authorised and un-authorised in the said property and in the buildings and structures standing thereon and the sale shall be subject to the possession, use and occupation of the said lessees/tenants/ occupants and their rights, title and interest if any, in the premises in their use and occupation.

(iii) The Purchasers shall not be entitled to any reduction in the sale price on the ground of deficiency, if any, in the area of the said Property;

(iv) The Vendors do not possess any title deeds in respect of the said Propety but shall furnish to the Purchasers a certified true copy of the Entry in the Register of the Charity Commissioner showing the aforesaid Property as the Trust Property as also a Certified true copy of the City Survey Register.

(v) The Purchasers shall be deemed to have ascertained the actual F.S.I. already consumed on the buildings and structures etc. standing on the remaining property of the Vendors and the Purchasers shall not be entitled to any compensation by reason of the Purchasers getting lesser F.S.I. on the said Property than what they would have to by reason of the F.S.I. already consumed in the buildings and strucutres etc. standing on the remaining property of the Vendors. In the event of the F.S.I. consumed on the buildings and strucutures etc. standing on the remaining property of the Vendors being found less than the

F.S.I. available in respect of the area of the land of the remaining property of the Vendors then in that event also the Purchasers shall not be entitiled to consume any F.S.I. available of the remaining property of the Vendors for construction of the said property. In the event of there being any increase in the F.S.I. permitted to be construdted in future the same shall be available to the Vendors and the Purchasers respectively in respect of the areas aof the remaining property of the Vendors and the said property. Subject to the necessary permission if required and approval of building plan, the Purchasers shall utilse the portion of the land shown in green hatched lines on the Plan annexed hereto and marked 'A' for a hospital and/or for an educational institiution.

(vi) The Property is taken and accepted in the same condition in which it is at present and no requisition shall be made on or any dispute raised as to:

(a) title of the Vendors

(b) Any easement

(c) drainage

(d) sewage

(e) area

(f) tenure

(g) reservations

In fact the said Property is conveyed and transferred to the Purchasers on 'as is where is and whatever is' basis. The Purchasers shall carry out all their own cost all requisitions of the Bombay Municipal Corporation or any other concerned authority or authorities.

(vii) The Purchasers at their own costs shall, if necessary obtain sub-division of the said Property and the remaining property of the Vendors and the Vendors

shall at the cost of the Purchasers give necessary co-operation and assitance in that behalf. In the event of the Municipal Corporation of Greater Bombay requiring any additional or extra open space to be kept open for grant of sub-division of the said Property from the remaining Property of the Vendors the same shall be kept or provided for by the Purchasdrs in the portion of the said Property and the Purchasers shall not be entitled to claim any reduction in the puchase price and similarly the Purchasers shall at their own costs and account be liable to fulfill all the terms and conditions and covenants for granting sub-division of the said Property from the remaining property of the Vendors.

(viii) There will be no obligation on the Vendors to defend/persue/prosecute the pending litigation by and between the Vendors and the tenants/occupants in the said Property and other litigation/proceeding that may hereafter beinstitiuted in respect thereof and the Vendors will not be responsible whatever be the outcome thereof. The Purchasers will be at liberty to apply for being joined or substitued in place of the Vendors in the pending litigation and the Vendors will have no objection thereto.

IN WITNESS WHEREOF the parties hereto 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 and parcel of land hereditaments and premises situate at Thakurdwar now known as Dr.Babasaheb

Jayker Marg, in the Registration District and Sub-District of Bombay City and Suburban admeasuring 13,230.43 sq.mtrs. and bearing Cadastral Survey No.2193 of Bhuleshwar Division and assessed by Asst. Assessor & Collector 'C' Ward under No.C-4070-1A and bearing Street No.289 Thakurdwar now known as Dr.Babasaheb Jayker Marg and shown surrounded by red coloured boundary line on the Plan annexed hereto and bounded as follows:

On or towards the NORTH by Dr.Babasaheb Jayker Marg and partly by property bearing C.S.No.2188 of Bhuleshwar Division, on or towards the WEST by Maharshi Karve Marg, on or towards the SOUTH by a Road and beyond that S.K.Patil Udyan and On or towards the EAST by property bearing C.S.No.2145, 2146, 2147, 2192, 2191, 2190, 2189.

THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land hereditaments and premises situate at Thakurdwar now known as Dr.Babasaheb Jayker Marg, in the Registration Disctirct and Sub-District of Bombay City and Suburban admeasuring 8983.55 sq.mtrs. and bearing Cadastral Survey No.2193 of Bhuleshwar Division and assessed by Asst. Assessor & Collector 'C' Ward under No.C-4070-1A and bearing Street No.289 Thakurdwar now known as Dr.Babasaheb Jayker Marg being a part of the property more particularly described in the First Schedule hereinabove written and shown surrounded by yellow coloured boundary line on the Plan annexed hereto and bounded as follows:

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On or towards the NORTH by Dr. Babasaheb Jayker Marg and partly by property bearing C.B.No.2188 of Bhuleshwar Division, On or towards the WEST partly by Maharshi Karve Marg and partly with the property more partioularly described in the First Schedule hereinabove written, On or towards the SOUTH by a Road and beyond that S.K.Patil Udyan and On or towards the EAST by property bearing C.S.No, 2145, 2146, 2147, 2192, 2191, 2190, 2189.

SIGNED AND DELIVERED by the)
withinnamed Vendors)
(1)NAKHUDA MOHAMED AMIN ROGAY)
(2)AZIZ MULLA)
(3)MOHAMED ABBAS MOHAMED ISMAIL)
KHATKHATAY)
(4)MOHAMED SAEED MUNSHI)
(5)MOHAMMED MASOOD BHAIJI)
as the Trustees of.Rogay)
Charities in the presence of)
Solicitor Advocate

SIGNED AND DELIVERED by the)
withinnamed Purchasers)
MESSRS. SURESH ESTATES PRIVATE)
LIMITED in the presence of:)

For SURESH ESTATES PRIVATE LIMITED
DIRECTOR.

P.T.O.
Receipt Clause

R E C E I V E D of and from the)
withinnamed Purchasers the day and year)
first hereinabove mentioned a sum of)
Rs.5,73,00,000/- (Rupees Five Crores)
Seventy Three Lakhs only) which together)
with the sum of Rs.1,92,00,000/- (Rupees)
One Crore Ninety Two Lakhs only) paid)
by the Purchasers to us and as and by way)
of earnest money on 4th October 1994 in)
all aggregating to Rs.7,65,00,000/- (Rupees)
Seven Crores Sixty Five Lakhs only) being)
the entire consideration amount paid by)
the Purchasers to us and withinmentioned...) Rs.7,65,00,000/-

We Say Received.

WITNESSES:

1. Mohamed Amin Rogay

2.

3.

4.

5.

(VENDORS)
The Trustees of
ROGAY CHARITIES.

A

No. A. A./ /Certs /16347/94-95

Office of the
Appropriate Authority
(I. T. Deptt.) A Wing,
3rd Floor, Mittal Court,
Nariman Point, Bombay-400 021

Dated the 29th Dec. 94

Proceedings No. ... Appropriate Authority/Bom./ Cert./16347/94-95

Name(s) of Transferor(s) ... 1) NAKHUDA MOHAMED AMIN KODAY 2) AZIZ MULLA 3) MOHAMED ABBAS MOHAMED ISMAIL KHATKHATAY 4) MOHAMED SAEED MUNSHI & PUBLIC CHARITABLE TRUUST HAVING & 5) MOHMED MASOOD BHAIJI AS THE TRUSTEES OF KODAY CHARITIES ITS REGISTERED OFFICE AT 123 BAPU KHOIE STREET. BOMBAY 3.

Name(s) of Transferee(s) ... M/S SURESH ESTATES PVT LTD 59 DONWALA BUILDING, 2ND FLR, BOMBAY SAMACHAR MARG, BOMBAY 23.

Description & Location of Immovable property ... BLDG WITH 70 SQ.MTRS OR THEREABOUTS OF THE LAND WITH BUILDINGS AND STRUCTURES STANDING THEREON BEARING C.S NO 2195 OF BHULESHWAR DIVISION OUT OF LARGER PLOT ADMEASURING 13730.43 SQ.MTRS

Apparent consideration ... 7,65,00,000/-

Date of Agreement ... 11/10/94

Date of Certificate ...

CERTIFICATE UNDER SECTION 269 UL (3) OF THE I.T. ACT 1961

Whereas a Statement in Form 37-I in respect of the transfer of the immovable property described above and duly signed by/on behalf of the Transferor(s) and by/on behalf of the Transferee(s) was furnished to the Appropriate Authority on 12/10/94

And whereas the Apparent consideration set forth in the said Form 37-I and in the agreement dated 11/10/94 for the transfer of the said property is Rs 7,65,00,000/-

And whereas the Appropriate Authority has not made an order u/s. 269 UD (1) for the purchase by the Central Government of the said property.

Now, therefore the Appropriate Authority hereby certifies that it has no objection to the transfer of the said property more fully described in the schedule appearing below by the said transferor to the transferee for an apparent consideration of Rs. 7,65,00,000/-

This no objection certificate is issued without prejudice to any income tax proceedings pending or contemplated under any other provisions of the Income Tax Act, 1961.

sd/-
(U. V. SHAHDADPURI)
Chief Engineer

sd/-
(GOVINDJI PALI)
Commissioner of
Income-Tax

sd/-
(S.N.L. AGARWALA)
Commissioner of
Income-Tax

MEMBERS, APPROPRIATE AUTHORITY, BOMBAY.

SCHEDULE

Authorised to issue on behalf of Appropriate Authority, Bombay.

Deputy Commissioner of Income-tax,
Appropriate Authority, Bombay.
PRADEEP SHARMA.
By. Commissioner of Income-tax.
Appropriate Authority Bombay.

Copy to :

1. Transferor(s)
2. Transferee(s).
3. Guard file.
4. The DI (Inv.) Survey Unit-I, Bombay under CIB Code No. 201.
5. The Sub-Registrar of Assurances, Old Custom House, Bombay.

S.P.P. 10,000/4-94.

पावती क्रं. - 03485/70 अन्वये
गुहमेट फी ... दि. 14/7/94 ...
रोकड वही ...
दि. 17/7/94
दुय्यम निबंधक, मुंबई

(१) श्री नासुदा मोहम्मद अमीन रोघे वय ६४ वर्षे मुखवस्तु
रा. रोघे हाऊस, ८, नागदेवी स्ट्रीट, मुंबई-३.

(२) श्री अझीझ गुल्ला वय ५९ वर्षे व्यवसाय रा. ३०१
आशिषवान, १०२ पोरवाल सानालाला रोड, वरळी, मुंबई-१८

(३) श्री मोहम्मद डाल्वाला मोहम्मद इस्माईल खटखटे
वय ४६ वर्षे जोडारी रा. बी-१ सोबिस्ट मोरी रोड
माहीम मुंबई-१६.

(४) श्री मोहम्मद सईद गुलाम वय ६३ वर्षे निवृत्त रा. ६७/६९
रोगे कॉटेज ग्राऊंड फ्लोर बंगलो बी वीर सावरकर
मार्ग माहीम मुंबई-१६.

(५) श्री मोहम्मद मसुद भाईजी वय ५७ वर्षे व्यवसाय
रा. १०१ महमदअली रोड तिसरा मजला मुंबई-३

निबंधक यांचा शेरा

कबाला खरेदीखताचा प्रकार
कबाला विक्रीचे कडूक करार. रोघे हाऊस, ८, नागदेवी स्ट्रीट, मुंबई-४०० ००३
येथे.

१) Mohammed Amin Roghay

२) A M M [illegible]

३) [illegible]

४) [illegible]

५) [illegible]

अनुक्रमांक ९८९३

सन १९९७ चे ... महिन्याचे

२६ तारखेस ... ४.५ ... वा

श्री ~~[illegible]~~ दस्त दुय्यम निबंधक

मुंबई यांचे कार्यालयात हजर केला.

For SURESH ESTATES PRIVATE LIMITED

DIRECTOR

दुय्यम निबंधक मुंबई

बाजी विलेखाबाबत घ्यावयाची घेतली ती—

	रु.	पैसे
नोंदणी फी	५०००	
फोटो फी (नकला)	३६	
एकूण	५०८०	

दुय्यम निबंधक, मुंबई

REGISTRAR

SUB-REGISTRAR

[illegible] कडून देणार,

[illegible] विलेखाचे कडून घेणार.

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

दुय्यम निबंधक, मुंबई

By M. Ganesan
Advocate

1.N.R.ah

१८/५/९७

(१) श्री. मधुसूदन ओम. दहीचा वय ६६ वर्षे वकील रा. गोदावरी बी, फ्लॅट नं. ५, २ रा मजला राधा ग्राम वाकोला ब्रिज सांताक्रुझ पूर्व मुंबई-५५.

(२) श्री. आसिफ गुल्ला वय ४५ वर्षे नोकरी रा. शाहीबाग २ रा मजला ५४ वा रस्ता बांद्रा (प.) मुंबई-५०.

[illegible] दस्तऐवज [illegible] [illegible] [illegible] [illegible] [illegible] [illegible].

१.

जलंधरी

मुख्य निबंधक, मुंबई

Mohd Ashif

दि. १७/७/९५.

[illegible] मुख्यालय [illegible] [illegible]

[illegible] [illegible] [illegible] [illegible] [illegible] [

THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक, मुंबई शहर जिल्हा
MUMBAI

पुस्तक क्रमांक १ क्रमांक दर
नोंदणी. 29/09/95
तारीख :
मुख्य निबंधक, मुंबई

THE SEAL OF THE SUB-REGISTRAR
मुख्य निबंधक, मुंबई शहर जिल्हा
MUMBAI

खरी प्रत
मुख्य निबंधक, मुंबई

बी. के. कुलकर्णी
नोंदणी लिपिक ता. 3/4/99
अर्थानुसार नकल दिली.
दिनांक 10/4/99
मुख्य निबंधक, मुंबई