

THIS INDENTURE OF CONVEYANCE made at Bombay this 29 in the mar One thousand hine hundred and Fifty-nine Between NOWEOJI ARDESHIR MARIELWALA, PIROJ-SHAH ARDESHIR NARIELWALLA, and NOWROJI RUSTALLI ADEHWALA -all of Bombay Parsi Inhabitants the surviving Executors of the Will of Ardeshir Shapurjee Narielwalla hereinafter ---referred to as "the VENDORS" of the One Part: And ----Messrs. GANNON DUNKERLEY & CO. LTD. a Company registered -under the Indian Companies Act, 1913 and having its register--ed Office at Chartered Bank Building, Fort, Bombay 1, hereinafter referred to as "the COMPANY" (which expression shall include its successors and assigns) of the Other Part.

This! IS

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## WHEREAS:

FOR STATE BANK OF INDIA The said Ardeshir Shapurjee Narielwala (hereinafter A.G.Mis Welationship Managerforred to as "the TESTATOR") was at the date of his death Commercial Branch, Mumbailereinefter recited possessed of the land more particularly firstly described in the Schedule hereunder written and ---



BOM. 4857/2-/8 1959

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delineated within red coloured boundary lines on the plan hereto annexed for an estate of inheritance in perpetuity free from incumbrances but subject to a right of way and cartain other rights on the portion of the said land shown in pink colour on the said plan conferred on The Trustees of The Port of Fombay (a Corporation incorporated under -- Bombey Act VI of 1897 and hereinafter called "the Trustees") by an Agroement made on the 16th day of July 1930 between the Testator and the Trustees and registered by the Sub-Registrar of Assurances at Bombay under No.4652 of 1930 of Book No.1,

2. The Testator died at Bombay on or about the 9th -day of November 1937 having by his Will dated the 18th day
of March 1933 appointed the Vendors and Behrozbai his wife
as the Executors and Executrix thereof and Probate of the
said Will was granted by the High Court of Judicature at
Eombay in Its Testamentary and Intestate Jurisdiction to
the Tendors and the said Behrozbai on the 29th day of --July 1933.

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- By the said Will, the Testator directed the Executors to sell, call in and convert into money all his real and ---personal estate and to invest the proceeds and to stand ---possessed of such investments upon the Trusts therein mentioned
- The said Behrozbai died at Bombay on or about the --21st day of July 1947 and the Vendors are the surviving ----Executors and as such have agreed to sell the said land to the Company at or for a price to be calculated at the rate of &.2-?5 nP. for every square yard of the said land and -meceived from the Company a sum of &.13,000/- as earnest on or about the 28th day of September 1957.
- The part of the said land which is coloured green on the said plan and admeasures 3683 sq.yds. having been encroached upon by one K.J.Divecha it has been agreed between the --Vendors and the Company that on the Company paying to the -endors the price for the portion of the said land not encroach. upon and which portion admeasures 44233 sq. yds. the Vendors parould convey the said portion to the Company and further that uron the said encroachment being removed and the Vendora being able to give vacant possession to the Company of the portion of the said land encroached upon as aforesaid the Company -should pay the price thereof at the aforesaid rate and the Vendors should convey the same to the Company.
- The price of the portion of the said land not encroached upon as aforesaid and intended to be hereby conveyed amounts! at the aforesaid rate of 8.2.75 nPs. per sq. yd. to -----P.1,21,640 Naye Paise 75.

NOW THIS INDENTURE WITHESSETH that in pursuance of the said agreement and in consideration of the sum of &.13,000/paid on or about the 28th day of September 1957 as earnost money and of the further sum of R.1,08,640/-75 NPs. paid by

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the Company to the Vendors on or before the execution of -these presents making together the sum of R.1,21,64C/75 nP. (the receipt and payment whereof the Vendors hereby admit and acknowledge) -THEY the VENDORS as such Executors as --aforesaid hereby grant convey and assure unto the Company for ever ALL that the piece or parcel of land or ground --situate in the village of Mahul (formerly in the District of Thank but now included in Greater Bombay and in the ----Registration Sub-District of Bandra) and more particularly Secondly described in the Schedule hereunder written and -being part of the land Firstly described in the said -----Schedulo and being the land delineated on the plan hereto annexed within a red colour boundary line but excluding --therefrom the portion coloured green on the said plan and all, which land hereby conveyed is hereinafter referred to for brevity's sake as "the said premises") TOGETHER WITH all and singular the Courts, yards, areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, ---compans, gullies, wells, waters, water-courses, plants, ---Afberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said premises or any part thereof belonging or in anywise appertaining or with the same or any part thereof now or at any time heretofore -usually held, used, occupied or enjoyed or reputed or known as part or member thereof or to belong or be appurtenant ---thorato AND ALL the estate, right, title, interest, claim and demand whatsoever at law and in equity of the Vendors in to cut of or upon the said premises or any part thereof TO HAVE AND TO HOLD all the same unto and to the use of the Company -for ever SUBJECT to the rights conferred on the Trustees by -the said Agreement of the 16th day of July 1930 over the ---portion of the said premises coloured pink on the plan hereto annexed AND ALSO Subject to the payment of all rents, rates.

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taxes, assessments, dues and duties now chargeable upon the said premises or hereafter to become payable to the Government of Bombay or to the Municipality of Bombay or any——other public body in respect thereof AND each of the Vendors as to his own acts and deeds only hereby for himself his——heirs, executors and administrators coverant with the Company that THEY the said covenanting parties respectively have not at any time done or knowingly suffered or been party or privy to any act deed or thing whereby they are prevented from——granting and assuring the said premises afcresaid or whereby the same or any part thereof are is can or may be incumbered.

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

## THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

MILL that piece of agricultural land situate in the willage of Mahul formerly in the District of Thana but now—
Ancluded in Greater Bombay and in the Registration Sub—
District of Bandra and bearing Survey No.15, Hissa No.1 and admeasuring 47916 sq.yds. or thereabouts and bounded on or towards the NORTH: by a nulla; on or towards the SOUTH: by the piecesof land bearing Survey No.15, Hissa Nos. 2 and 3; on or towards the EAST: by the land bearing Survey No.27—
and on or towards the WEST: partly by the piece of land——
bearing Survey No.15, Hissa No.2 and partly by a nulla all which piece of land is delineated on the plan hereto annexed within red coloured boundary line.

SECONDLY: -ALL that piece of agricultural land situate in the village of Mahul formerly in the District of Thana but now included in Greater Bombay and in the Registration Sub-District of Bandra and being part of the land hereinabove -

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BOM. 4859/6/8 1959

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firstly described and admeasuring 44233 sq.yds. or thereabouts and bounded on or towards the NORTH: by a nulla; on or towards the SOUTH: by the pieces of land bearing Survey No.15, Hissa Nos. 2 and 3; on or towards the RAST: partly by the piece of land bearing Survey No.27 and partly by -the portion coloured green on the plan hereto annexed of the land hereinabove firstly described and on or towards the WEST: partly by the piece of land bearing Survey No.15, Hissa No.2 and partly by a nulla.

SIGNED SEALED AND DELIVERED By) the withinnamed NOWROJI ARDE- ) SHIR NAPIELWALA, PIROJSHAH ---) ARDESHIR NARIELWALLA and ----) HOWROJI RUSTOMJI ADENWALA in ) the presence of:

A Larielevala K. C. amentally

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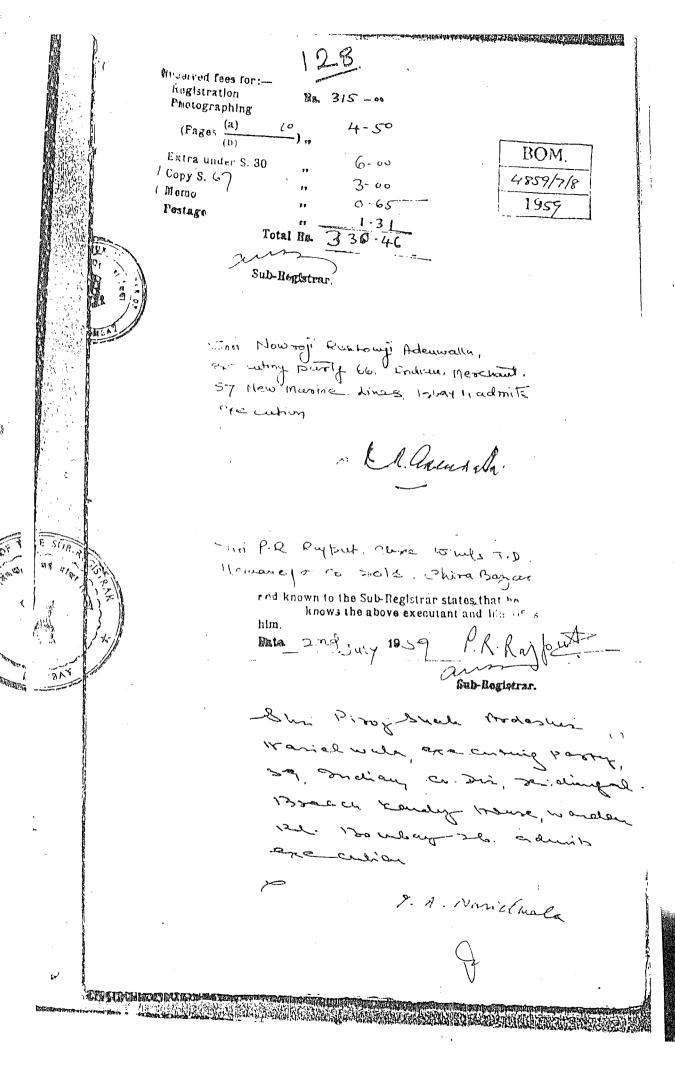
RECEIVED the day and year first herein-) above written of and from the Company the --) sum of R.1,08,640/75 which together with the) sum of ks.13,000/- received on the 28th day ) of September 1958 makes in the aggregate the) eum of Rs.1,21,640/-75 nP. being the full ---) Rs.1,21,640/75 nF. consideration money to be by the Company ---) paid to us.

We say received.

Witnesses:

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and known to the Subfig. Than states that he knows the above executant and identifies htm. Date Shi Nourosi Ardeshir Nandwalla, 60, Ponsiner, Jeomin Lodge, Napean sen Rd, Blog 6 executive party, Indian admits execution

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Date 22 July 196 Sub-Free Train.

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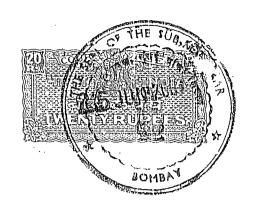
Registrar of 12 - 2.12. under

S.67 of Act XVI of 1908.

Date & \

Sub-Rogistrar.

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सत्ये प्रत

मिट्टिंग सह जिल्हा निबंधक वर्ग-२ (अगिलेख), मुंबई जिल्हा.



अर्च क्रमंदर ८०६५/०८० नांव ११ / भाग १८०५ १०० व्याचा त्याचे का १८०५ १८०० व्याचा त्याचे का १८०५ १८०० व्याचा त्याचे का अर्जानका व्याच्या होती.

- मिस्ट्रिक्स सह जिल्हा निजयंब गर्भ-२ (खभिलेख), मुंबई जिल्हा.

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C ACRES & 36 GUNTHAS AS PER SURVEY SCALB: 82/2 :1" NOTES:-. DOUNDARY OF 9. NP. NWOHE H. NP. • B. P.T. ROAD WASHED 1114 · EXISTING ROAD HADIHU ENCROACHED AREA ADMEASCIRING : ECY . DE EBBE . TAA OT GREEN MI GAHEAW  $i_{n,r}$ l, je . . . le. 5. N.O. HIND. HR 15 S. W. 15 4.419 3 S. Nr. 15 1 of MS. D.R. VAID VA & CO.
ARCHITECTS, ENGINEERS № NC-31.-Con. ACONSULTING SURVEYORS AR. HAMAM ST. FORT, BOMBAY-1