

Shri Jay R. Birwadkar
Kumbhar Chawl, Netivali, Kalyan (E)
Authorised Government Stamp Vendor
(Government of Maharashtra) L.No. 1206030

Name & Address of Stamp Paper Purchaser

Name : **Sab Ventures**
Through Johar H. Zojwalla, Kalyan

Dated : 15.12.2014

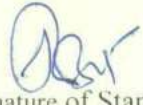
Reg. Sr. No. **5077 / 14**

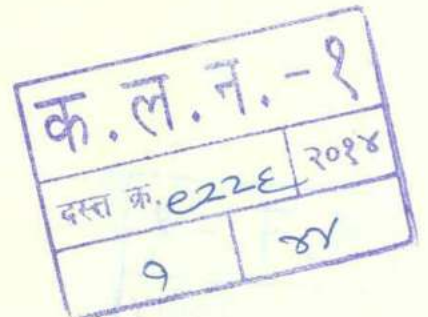
For **Conveyance Deed**

Denomination of Stamp Papers	No. of Stamp Papers	Amount
10000/-		
5000/-		
1000/-		
500/-		
100/- (1)	LT 95045	100
50/-		
Total →	1	100



Purchaser Signature


Signature of Stamp Vendor





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महाराष्ट्र MAHARASHTRA

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LT 095045

Serial Number and Date	5077 /14 date 15.12. 2014 (LT 95045)
Nature of Document/Article No.	Deed of Conveyance
Whether it is to be Registered	YES
If Registrable Name of S.R.O	S.R.O. Kalyan
Property Description in brief	As per Document
Stamp Purchaser's Name	Sab Ventures
Name of the Other Party	Mansoor K. Zojwala and others
If through other person then Name & Address	Johar H. Zojwala, Kalyan
Stamp Duty Amount	Rs.100/-
Stamp Purchaser's Signature and Date	Shri Jay R. Birwadkar Stamp Vendor, Ls. No. 1206030 Kumbhar Chawl, Netivali Kalyan (E) 421 306 (M) 9890732173



ज्या कारणसाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी मुद्रांक खरेदी केल्यापासुन सहा महीन्यात वापरणे बंधनकारक आहे



DEED OF CONVEYANCE

This Deed made at Kalyan
on this 16 day of **December 2014**
BETWEEN

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1. Shri **Mansoor Kalabhai Zojwala**, adult, residing at flat No. 701, Building No.1, Indraprasth, Near Adharwadi Chowk, Kalyan
2. Shri **Yusuf Abbasbhai Zojwala**, adult, residing at Zojwala Bungalow, Murbad Road, Kalyan (W)
3. Smt. **Suraiya Hasan Zojwala**, adult, residing at Riddhi Siddhi, 701, Off Santoshimata Road, Kalyan
4. Shri **Johar Hasan Zojwala**, adult, residing at Zojwala Bungalow, Regency Splendor, Chhota Mhasoba Maidan, Kalyan
5. Shri **Moiz Hasan Zojwala**, adult, residing at Riddhi Siddhi, 701, Off Santoshimata Road, Kalyan

hereinafter collectively called and referred to as the **Owners** (which expression shall unless it be repugnant to the context or meaning thereof mean and include their respective heirs, executors, administrators and assigns) being the Party of the First Part;

AND

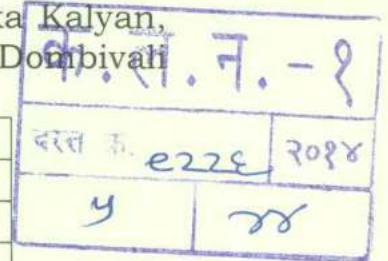
M/s **Sab Ventures**, a partnership firm having its office at First Floor, Rani Mansion, Murbad Road, Kalyan (W) through its partners

- i) Shri **Johar Hasan Zojwala**
- ii) Shri **Aliakbar Yusuf Zojwala**
- iii) Shri **Yusuf Abbasbhai Zojwala**

hereinafter called and referred to as the **Purchaser** (which expression shall unless it be repugnant to the context or meaning thereof mean and includes the partners constituting the said firm for the time being, their respective heirs, executors, administrators and assigns) being the Party of the Second Part.

WHEREAS by and under Deed of Conveyance dated 24.09.1947 registered at the office of Sub Registrar of Assurances at Kalyan under serial No. 1383/1947, one Shri. K.E.Zojwala acquired all those pieces and parcels of land lying, being and situated at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivli Municipal Corporation bearing:

S. No./H.No.	Area (sq.mts)
40/2	3300
2/3	180
2/5/2	2660
3A/1/3(pt)	2200
4B/1	130
40/1	2000
39/A	2480



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39/B	870
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from Sorabjee Pestanji and Banubai Sorabjee and the said property stood mutated in the name of said K.E.Zojwalla as evidenced by mutation entry No.97.

AND WHEREAS by and under Deed of Conveyance dated 04.05.1954 registered at the office of Sub Registrar of Assurances at Kalyan under serial No. 624/1954 on 07.05.1954 one Shri. K.E.Zojwalla acquired all that piece and parcel of land lying, being and situated at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing:

S. No./H.No.	Area (sq.mts)
2/4	780

from Dhondabai Khandu Diwate, Damu Khandu Diwate and Shivaji Khandu Diwate through his natural guardian mother Dhondabai Khandu Diwate and the said property stood mutated in the name of said K.E.Zojwalla as evidenced by mutation entry No.134.

AND WHEREAS by and under Deed of Conveyance dated 16.01.1956 registered at the office of Sub Registrar of Assurances at Kalyan under serial No. 82/1956 one Shri. K.E. Zojwalla acquired all that piece and parcel of land lying, being and situated at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing:

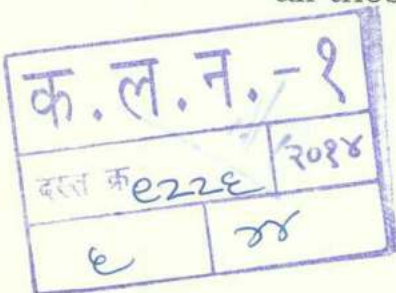
S. No./H.No.	Area (sq.mts)
2/5/1	400

from Gangabai Ramgir Gosavi the said property stood mutated in the name of said K.E.Zojwalla as evidenced by mutation entry No.136.

AND WHEREAS by and under mutation entry No. 272 the name of K.E.Zojwalla stood deleted and the names of
i) Mansoor Kalabhai Zojwalla, ii)Yusuf Abbasbhai Zojwalla
iii)Hasan Kalabhai Zojwalla
stood mutated in the records of rights.

AND WHEREAS out of the above legal heirs, Hasan Kalabhai Zojwalla expired on 06.03.2009 leaving behind him
i) Surraiya Hasan Zojwalla, ii) Johar Hasan Zojwalla
iii) Moiz Hasan Zojwalla
as his legal heirs and representatives as evidenced by mutation entry No.532.

AND WHEREAS out of the above pieces and parcels of land all those pieces and parcels of land lying, being and situated



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at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing

S. No./H.No.	Area (sq.mts)
40/2	3300
2/3	180
2/4	780
2/5/1	400
2/5/2	2660
3A/1/3(pt)	2200
4B/1	130
40/1	2000
39/A	2480
Total →	14130

are hereinafter collectively called and referred to as "Said Property" and more particularly described in the schedule hereunder written.

AND WHEREAS the Owners inter-se have defined their holding, share, right, title and interest in the said property and accordingly serial No.4 of the Owner Shri Johar Hasan Zojwalla is solely and absolutely entitled to an undivided share, right, title, interest and holding to the extent of 535 sq. meters from and through the said property and except 535 sq. meters the remaining land is the combined holding of all the Owners herein and the Owners herein by retaining 535 sq. meters land in favour of the serial No.4 of the Owner Shri Johar Hasan Zojwalla are desirous of selling and conveying the said property along with the development rights thereof as may be sanctioned by the Kalyan Dombivli Municipal Corporation from time to time to any intending purchaser who will pay the monetary consideration.

AND WHEREAS the Owners have inter-se have represented that after deducting 535 sq. meters of land falling exclusively to the share of serial No.4 of the Owner Shri Johar Hasan Zojwalla, the owners have mutually decided their share, right, title and interest in the remaining property as under:

Name of the Owner	Share %
Shri Mansoor Kalabhai Zojwala	25.00
Shri Yusuf Abbasbhai Zojwalla	50.00
Smt. Suraiya Hasan Zojwalla	8.33
Shri Johar Hasan Zojwalla	8.34
Shri Moiz Hasan Zojwalla	8.33

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AND WHEREAS the Purchaser being desirous of acquiring suitable land came to know of the intention of the owners,

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approached the owners and during the course of negotiations the owners represented to the Purchaser that the title of the said property is clear, marketable and free from encumbrances and doubts and except them no one has any right, title and interest in the said property and if any person claims any right or interest in the said property they shall settle the same at their own costs and expenses.

AND WHEREAS the Owners have represented that they have followed the due procedure of law and obtained the Interim Sanction (IOD) from Kalyan Dombivli Municipal Corporation under No. KDMP / NRV / BP / KV / 2013-14/20 dated 29.04.2013 and in pursuance thereto have also obtained the non-agricultural permission from the Collector, Thane under No. Mahasul/K-1/T-7/ NAP/Netivali-Kalyan / SR-141/2013 dated 04.02.2014.

AND WHEREAS by and under Agreement dated 05.10.2011 made and executed between M/s Bhavik Enterprises as Transferor, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla as the Purchaser, M/s Mutha Construction as First Confirming Party and Shri Narendra Baburao Pawar as Second Confirming Party registered at the office of Sub Registrar of Assurances at Kalyan-1 under serial No.9574/2011, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla have acquired transferable development rights to the extent of 1858.05 sq. meters to be used, utilized and consumed on the said property.

AND WHEREAS by and under Agreement dated 21.05.2013 made and executed between M/s Mangalmurty Developers as Transferor, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla as the Purchaser registered at the office of Sub Registrar of Assurances at Kalyan-2 under serial No.3974 on 22.05.2013, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla have acquired transferable development rights to the extent of 4364.68 sq. meters to be used, utilized and consumed on the said property.

AND WHEREAS by and under Agreement dated 14.08.2013 made and executed between Umesh Dwarkadas Tanna as Transferor, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla as the Purchaser registered at the office of Sub Registrar of Assurances at Kalyan-2 under serial No.6183/2013 on 16.08.2013, Shri Johar Hasan Zojwalla and Shri Yusuf Abbasbhai Zojwalla have acquired transferable development rights to the extent of 1672.86 sq.

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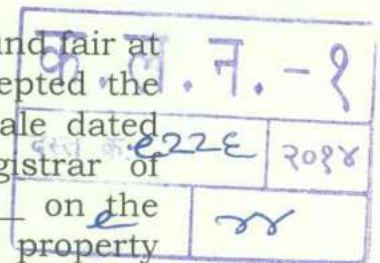
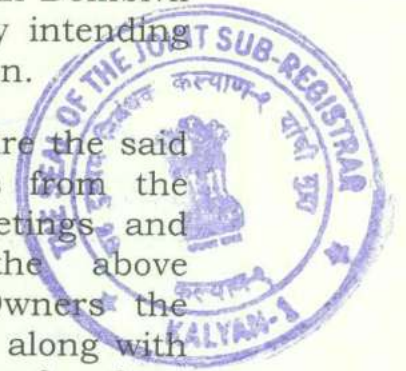
meters (18000 sq.ft.) to be used, utilized and consumed on the said property.

AND WHEREAS in terms of the understanding reached between all the owners, the necessary procedure for obtaining the building commencement certificate from Kalyan Dombivli Municipal Corporation was followed and accordingly the parties hereto have obtained the building commencement certificate from Kalyan Dombivli Municipal Corporation under No. KDMP/NRV/BP/KV/2013-14/20/102 dated 27.06.2014 which includes the use, utilisation and consumption of the transferable development rights to the extent of 6118.18 sq. metres and still an unutilised and unconsumed floor space index in the form transferable development rights to the extent of 1777.41 sq. metres is still available to be used, utilized on the said property.

AND WHEREAS the Owners herein are desirous of selling and conveying the said property along with the development rights thereof as may be sanctioned by the Kalyan Dombivli Municipal Corporation from time to time to any intending purchaser who will pay the monetary consideration.

AND WHEREAS the Purchaser intended to acquire the said property free from encumbrances and doubts from the Owners and during the course of their meetings and negotiations as well as relying upon the above representations and affirmations of the Owners the Purchaser offered to purchase the said property along with the rights of the sanctioned plans and permissions free from encumbrances and doubts and carry out the development on the said property and in lieu thereof agrees to pay the monetary consideration of Rs.23,00,00,000/- (Rupees Twenty Three Crores Only).

AND WHEREAS the offer of the Purchaser being found fair at the prevailing market rate, the Owners have accepted the same and accordingly under the agreement for sale dated 16/12/14 registered at the office of Sub Registrar of Assurances at Kalyan under serial No. 9224 on the Owners have agreed to sell and transfer the said property along with its development rights in favour of the Purchaser herein and the Purchaser has paid the full and final amount of consideration to the Owners and in pursuance thereof the Purchaser has called upon the Owners to effectuate the legal and perfect transfer of the said property free from encumbrances and doubts in favour of the Purchaser as



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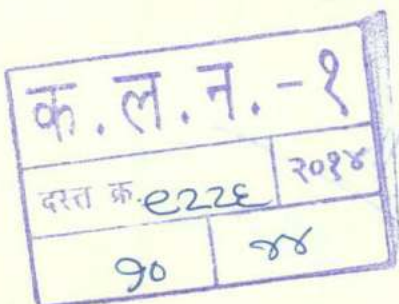
envisaged herein and the Owners have consented to the same and accordingly the parties hereto are executing the present deed of conveyance.

NOW THIS DEED OF CONVEYANCE WITNESSTH THAT in consideration of the amount of Rs.23,00,00,000/- (Rupees Twenty Three Crores Only) paid by the Purchaser to the Owners jointly and collectively in the manner as mentioned in the annexure annexed hereto (the payment and receipt whereof the above Owners do hereby jointly and collectively and each of them severally admit, acknowledge, acquit and discharge the Purchaser from the payment thereof absolutely and forever), the Owners herein do hereby grant, sell, assign, release, convey and assure unto the said Purchaser said property being all those pieces and parcels of land lying, being and situated at Village Netivali, Taluka Kalyan, District Thane within the limits of Kalyan Dombivali Municipal Corporation bearing

S. No./H.No.	Area (sq.mts)
40/2	3300
2/3	180
2/4	780
2/5/1	400
2/5/2	2660
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4B/1	130
40/1	2000
39/A	2480
Total →	14130



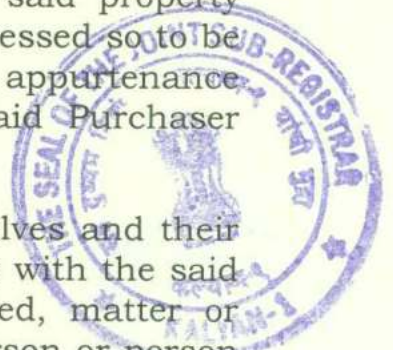
hereinafter called and referred to as the "said property" and more particularly described in the schedule hereunder written along with the benefits of interim sanction, building commencement certificate, transferable development rights, benefits of non-agricultural order as well as the building commencement certificate for utilisation of maximum potentiality of floor space index to the extent of 6118.18 sq. metres as well as the further utilization of unconsumed and unutilized transferable development right to the extent of 1777.41 sq. metres and along with all tangible and intangible benefits free from encumbrances and doubts to the Purchaser and the Purchaser has agreed to purchase and acquire the same free from encumbrances and doubts from the Owners together with the right to develop the said property in accordance with the sanctioned plans and permission granted by the Kalyan Dombivali Municipal Corporation along with the further modification, renewals



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and revisions from time to time and to sell the flats/units constructed in the said building to intending purchasers and appropriate the sale proceeds for their own use and benefits TOGETHER WITH all and similar houses, out houses, edifices, courtyards, areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, commons, gullies, wells, waters, water-course, plants, lights, liberties, privileges, easements, profits, advantages, rights, members, appurtenances whatever to the said property 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 deeds, documents, writings, vouchers and other evidences of title relating to the said price or parcel of land or ground hereditaments or any part thereof AND ALL the estate, rights, title, interest, use, property, possession, benefits, claims and demand whatsoever at law and in equity of the said Owners into the said property or any part thereof TO HAVE AND TO HOLD all and singular the said property hereby granted, conveyed and assured or expressed so to be with them and every of their rights, members, appurtenance unto and to the use and benefit of the said Purchaser forever.

AND the said Owners doth hereby for themselves and their heirs, executors and administrators covenants with the said Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Owners or by any person or person lawfully or equitably claiming by, from through under or interest for, they made done, committed, omitted or knowingly or willingly suffered to the contrary they the said Owners now have in themselves good right, full power and absolute authority to grant convey and assure the said property hereby granted, conveyed or assured or intended so to be unto and to the use of the said Purchaser in the manner aforesaid AND that they shall be lawful for the Purchaser from time to time and at all time hereafter peaceably and quietly to hold, enter upon, have occupy, possess and enjoy the said property hereby granted with their appurtenances and receive 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 said Owners or their heirs or any of them from or by any person lawfully or equitably claiming or to claim by from under or in trust for



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their or any of them AND that free and clear and freely and clearly and absolutely acquitted, exonerated mortgagor released and forever discharged or otherwise by the said Owners well and sufficient saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatever either already or to be hereafter had made executed, occasioned or suffered by the said Owners or by any other person or persons lawfully or equitably claiming or to claim by, from under or in trust for them or any of them.

AND THIS DEED FURTHER WITNESSETH that the said Owners and all persons having or lawfully or equitably claiming any estate, rights, title or interest at law or in the said property hereby granted or any part thereof by, from under or in trust for they, the Owners or their heir or heirs or any of them shall and will from time to time and at all time hereafter at the request and cost of the said Purchaser, do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deed, things, matters, conveyances and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting unto and to the use of said Purchaser in the manner aforesaid as shall or may be reasonably required by the said Purchaser, their heirs, executors, administrators or assigns or their counsel in law and the Owners doth hereby covenant with the Purchaser that they Owners have not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby they are prevented from granting and conveying the said property in the manner aforesaid or whereby the same or any part thereof are, is can or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever.

AND THIS DEED FURTHER WITNESSETH that the Owners doth hereby covenants with the Purchaser that they shall unless prevented by fire or some inevitable accident from time to time and at all times hereafter upon every reasonable request and at the cost of the Purchaser or the Owners for the time being of the said land and hereditaments or any part thereof, produce or cause to be produced to them or agents or agents at any trial, hearing, commission, examination or otherwise as occasion shall require the title deeds for the purpose of maintaining, defending and providing his estate, title or possession to the said piece or parcel of land or ground, hereditaments and property the right whereof are hereby sold, assigned, transferred and

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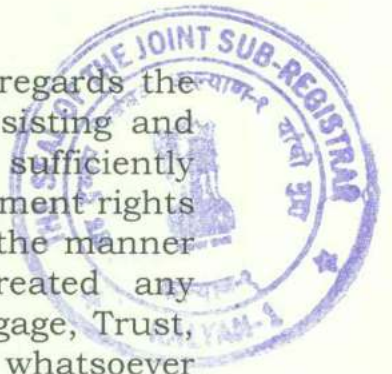
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assured or intended so to be and also at the like request and costs deliver or cause to be delivered to the Purchaser or the Owners for the time being of the said land or ground, hereditaments or any part thereof, such attested or other copies, extracts or abstracts from the said documents as they may require and shall in the mean time and unless prevented as aforesaid keep the said documents, safe, unobliterated and un-cancelled.

AND THIS DEED FURTHER WITNESSETH that, in pursuance of understanding and consideration, the Owners have handed over the actual, physical and peaceful vacant possession of the said land to the purchaser as much denoted on the plan annexed hereto to the Purchaser herein in discharge of their obligations in part performance of contract and have authorized the Purchaser to carryout effectual development and beneficial enjoyment of the said property in pursuance to the sanctioned plans and permissions along with the right and authority to get the same revised, modified and altered as purchaser may deem fit and proper

The Owners declare that the understanding as regards the absolute sale of the said property is valid, subsisting and completely in force and they are well and sufficiently entitled to grant, assign and transfer the development rights of the said property as well as said property in the manner as envisaged herein and they have not created any encumbrances like Agreements, Exchange, Mortgage, Trust, Gift, Lien, Possession, Lease or even otherwise whatsoever on the said property and the title of the Owners to the said property is clear and marketable.

AND THIS DEED FURTHER WITNESSETH THAT the Owners own and possess the adjacent lands bearing Survey No. 2/9, Survey No. 2/1/F/1 as shown on the plan annexed hereto by RED colour and that the Owners have retained the right of clear and adequate access from and through the properties granted for development under this understanding and that such right of access shall always be kept open to sky and unobstructed for the perpetual use, and utilisation of the Owners for their above said adjacent properties. The Purchaser invariably and expressly agree and undertake to incorporate the detail and elaborate clause as regards the perpetual right of access as retained by the Owners in all their further agreements, deeds and



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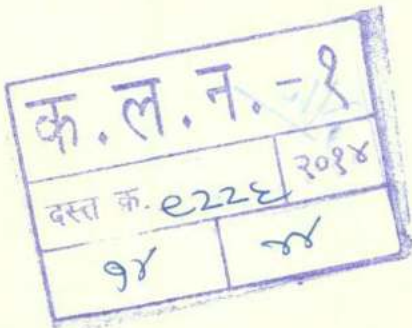
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documents to be executed by them in respect of the said property.

AND THIS DEED FURTHER WITNESSETH THAT as said entire property is not surveyed by City Survey Office, Kalyan and the survey Numbers of the said entire property is not denoted by property register cards and therefore on conversion of land to non agricultural use the names of Owners as well as the records of right maintained by City Survey Office, Kalyan and necessary property register cards/city survey cards will be issued thereto and at such time upon survey measurement and demarcation of boundaries if the area on the extracts of property register cards varies the Purchaser is well and sufficiently entitled to the area as appearing on the property register cards with the right to have the correction in area in the records of right as per the actual possession of the said property and to represent and safeguard their interest during such survey, measurement and recording of the names in property register cards and to derive the maximum benefits thereof.

AND THIS DEED FURTHER WITNESSETH the Owners have granted the authority to the Purchaser to develop the said property in accordance with the plans and permissions granted by the concerned authorities and with further sanctions, approvals, revisions and modifications therein and to use, consume and utilize the said transferable development rights, staircase floor space index, permitted increases and incentives in floor space index as may be sanctioned by the Kalyan Dombivli Municipal Corporation and for that purpose to prepare and submit the revised plans and permissions for sanction and approval to the Kalyan Dombivli Municipal Corporation as the Purchaser may deem fit and proper for availing the maximum potentiality of transferable development rights and permitted increases therein from time to time.

AND THIS DEED FURTHER WITNESSETH the Powers and authorities conferred upon the Purchaser in terms of the power of attorney executed by the Owners herein are still valid, subsisting and completely in force and the Purchaser is well and sufficiently entitled to use and exercise the powers therein provided and will perform the acts, deeds and matters necessary to effectuate the legal and perfect transfer of the said property in the records of right as well as the development and beneficial enjoyment on the said property as well as further transfer thereof.



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