39 पावती Original/Duplicate

esday,May 18 ,2022 नोंदणी क्रं. :39म

M Regn.:39M

पावती क्रं.: 9542 दिनांक: 18/05/2022

नाव: किरोळ

जाचा अनुक्रमांक: करल3-8939-2022

जाचा प्रकार : अभिहस्तांतरणपत्र

रणाऱ्याचे नाव: नीलयोग बिल्डर्स प्रायव्हेट लिमिटेडचे संचालक ऋषी योगेश मेहता

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 2000.00
पृष्ठांची संख्या: 100	
एकूण:	रु. 32000.00

DELIVERED

र मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे

M ह्या वेळेस मिळेल.

सह दुय्यम निबंधक

कुर्ला-३ (वर्ग-२)

मुल्य: रु.377182000 /-

ा रु.172460000/-

मुद्रांक शुल्क : रु. 18859100/-

जाचा प्रकार: DHC रक्कम: रु.2000/-

नादेश/पे ऑर्डर क्रमांक: 2904202204461 दिनांक: 18/05/2022

राव व पत्ता:

जाचा प्रकार: eChallan रक्कम: रु.30000/-

नादेश/पे ऑर्डर क्रमांक: MH001013869202223E दिनांक: 18/05/2022

राव व पत्ता:

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GRN NO - MH014097485202122E
DEFACE NO - 00068749522022

Certificate u/s 32 (1)(a) of the Bombay Stamp Act, 1958
Collector of Stamps Kurla
ADJ No. 1100901/769/2021/K/185/22
Dated 08/03/2022
Received from shri Heelyay Builders Pvt Ltd
Residing at
Stamp duty of Rs. 1,88,59,100/- one crore Eighty Eight ~~thousand~~ lakh Fifty Nine Thousand one Hundred only
Vide challan No. Dated 5/03/2022
Certified under Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full duty Of Rs. 1,88,59,100/- one crore Eighty Eight lakh Fifty Nine thousand one Hundred only With Which this instrument is chargeable has been paid u/article No. 25(b) Of Schedule
This Certificate is subject to the provisions Of section 53-A Of Bombay Stamp Act, 1958
Place. Kurla
Date. 08/03/2022
Collector of Stamps Kurla

Area . 3113.73 Sq. mtrs
M.V. : 37,71,82,000/-

THIS DEED OF CONVEYANCE made and entered into at Mumbai this 31st day of March in the Christian year Two Thousand and Twenty ~~One~~ Two (2022)

BETWEEN

(1) NALIN DWARKADAS MODI (PAN NO. AACPM3994M), of Mumbai Indian Inhabitant residing at 407-B, Mangal Kunj, Malbar Hill, Mount Pleasant Road, Mumbai – 400 006; **(2) MAHENDRA KALYANJI GHELANI (PAN NO. AACPG2739A),** also of Mumbai Indian Inhabitant residing at Paradise Apt., 10th Floor, Neapean Sea Road, Mumbai – 400 006; **(3) JAYANT KALYANJI GHELANI (PAN NO. – AALPG9064H),** also of Mumbai Indian Inhabitant residing at Paradise Apt., 10th Floor, Neapean Sea Road, Mumbai – 400 006; **(4) DILIP SHANTILAL KHAKHAR (PAN NO. – AACPK1129L),** also of Mumbai Indian Inhabitant residing at Kamla Sadan, 2nd Floor, 2nd Floor, Prof. U. U. Bhatt Marg, Matunga (East), Mumbai – 400 019; **(5) MANOJ HASUBHAI**

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all that piece and parcel of land, being plot bearing No. 20 of Ghatkopar TPSII and City Survey No. 3809 to 3833 (both inclusive) of Revenue village Ghatkopar Kirol admeasuring 3082.20 sq. meters. or thereabout as per the Property Register Card (which Property Register Cards are annexed herewith as **Annexure A Collectively**) with 3 (three) building structures, which are occupied by tenants/occupants and other small structures and a Temple standing thereon and lying, being and situate at Laxminarayan Lane, Ghatkopar, Mumbai – 400 086 and which plot of land and various structures that were and are standing thereon are shown on the plan (not to scale) thereof annexed hereto **Annexure "B"** and more particularly described in the **First Schedule** hereunder written and (hereinafter referred to as "the said Property");

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(iii) the total area of the said property as per Property Register Card is admeasuring 3082.20 sq. meters or thereabouts. However, as per the records of the Trust as also as per private physical survey & demarcation done by the Purchasers the area of the said property is 3113.26 sq. meters. The area conveyed to the Purchasers under these presents is on "as is where is basis" and shall be the area shown in Property Register Cards or area measured after actual site survey of the said property, whichever is more and the Purchasers shall be entitled to at their risks and costs to seek rectification of area on the basis of true and correct factors in the Property Register Card and other official records, if required;

(iv) the Trust owns and possesses the said Property with buildings/structures as aforesaid, which, save and except the Temple are almost fully occupied by the tenants/occupants and which are being used by the said Tenants/Occupants for residential as well as commercial purposes, broad particulars whereof as per the records of the Trust such as names of the tenants/occupants, the room/shop numbers, area, rent of the tenements occupied by them etc. are set out in **Annexure**

"C" annexed hereto. The various structures that were and are standing on the said property are described for the purposes of this conveyance as (1) "Old Zaver Sadan Building", (2) "New Zaver Sadan building",(3) "Building on Leased Portion", and (4) "Temple Portion" which Temple Portion includes the Temple, otla and steps and Access to the said Temple Portion and (5) Temple Utility Rooms and the locations of the diverse structures are shown as such on the plan annexed hereto and marked as Annexure "B" as mentioned above and the Purchaser has on several times inspected and caused to be inspected by their Architects and others, the property and interacted with the tenants/occupants and has verified and satisfied themselves regarding the existing position and the transaction is strictly on "as is where is basis";

(v) the "Old Zaver Sadan Building" and the New Zaver Sadan Building" were in an extremely dilapidated condition and the Municipal Corporation of Greater Mumbai (MCGM) on the basis of the said report and its own survey had declared the said buildings as "C1" category building and have recently, that is after the Order sanctioning the sale in favour of the Purchasers herein was passed by the Hon'ble High Court, demolished the same;

(vi) The Trust by a deed of lease dated 7th March 1979 registered in the office of Sub-registrar of Assurances at Bombay under No. S/ 1260/ 1979 had leased and demised a small portion of the said Property marked with blue hatched lines on the said plan of the said Property attached herewith as Annexure "B" and admeasuring 400 square yards equivalent to 334.45 square metres to Kishore R. Chag for a term of 3 (three) years from 1st April 1979 with a permission to construct a building thereon of ground plus Four upper floors. The said lessee thereafter constructed a structure on the said property having ground plus four upper floors. Thereafter, that is, after expiry of the term of the said lease dated 7th March 1979, the Trust by and

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under a Deed of Lease dated 13th December 1983 registered in the office of Sub registrar of Assurances at Bombay under no. S /143/ 1984 granted lease in respect of the said leased portion jointly in favour of the said original lessee Kishor R. Chag and two others viz. Bhupendra K. Rawal, Harishkumar N. Thakkar (as the said Kishor Ghag claimed that the said lease of 1979 was taken by him for himself and the aforesaid Bhupendra K. Rawal, Harishkumar N. Thakkar) for a further term of three years from 1st August 1983 and which term has also expired by efflux of time.(The said portion given on lease in the year 1979 and the subsequent lease grantedin 1983 as aforesaid is hereinafter referred to as "**the Leased Portion**" and the aforesaid lessees are hereinafter collectively referred to as "**the Ex- lessees**" for brevity). The said Ex-lessees had constructed a building having ground plus four upper floors upon the said leased plot having 2 (two) shops on the ground floor of the said structure and one residential flat on each of the upper four floors and the said Building is called "Building on Leased Portion" for convenience. The said lease period expired on 31st July 1986 and the same has not been renewed. The said building of ground plus 4 (four) floors still stands on said Leased Portion and is occupied by the aforesaid Bhupendra K. Rawal, Harishkumar N. Thakkar and some premises in the building on the Leased Portion are occupied by various occupants, who claim to be the Purchasers or Transferees of the premises in their occupation from the aforesaid Ex-Lessees and the names of the said occupants of the building on the Leased Portion and the detail of the premises occupied by them are set out in **Annexure "C1"**;

(vii) apart from the above structures, there is as stated above an old temple known as Laxminarayan Temple on a portion of the said Property belonging to the said Trust and which temple is also about more than eighty five years old and is in the use occupation and possession of the Trust and is physically segregated from the

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remaining property and structures so as to maintain its sanctity (hereinafter referred to as "**the said Temple**"). The said portion of the said property occupied by the said Temple is inclusive of, steps and otlas and land underneath and appurtenant thereto and also access road of about 5 Meters in width to the Temple from the public road and is admeasuring in aggregate approximately 3186 sq. feet equivalent to 296 square meters. The said Temple Portion which includes the access area or pathway is shown in red coloured boundary line on the said plan annexed hereto as Annexure "B" and the said portion is described Firstly in the **Second Schedule** hereunder written and is hereinafter referred to as the said "**Temple Portion**" and the aforesaid Temple and allied structures within the temple standing on the said Property are described Secondly in the Second Schedule. In addition thereto and outside the Temple Portion there are Temple Utility Rooms (hereinafter referred to as **"Temple Utility Rooms"**);

(viii) the Owners intend to retain the Temple Portion and the Temple Portion is not intended to form part of the property to be available to the Purchaser for carrying out construction though its presently available FSI potential and other development potential in all formats including TDR, Premium FSI or Incentive FSI or Fungible FSI (save and except the FSI already utilised in construction of the existing Temple), is and shall be available to the Purchasers for development on the remaining part of the said Property. However, as formal subdivision thereof from the remaining property is not permissible, it is agreed that simultaneously with the execution hereof, the Purchaser shall as a part of the consideration for this transactionexecute and register an irrevocable lease in respect of the Temple Portion in favour of the Owners in perpetuity and at a nominal rent of Rs.1/- per annum payable, if and when demanded and receiving in advance on execution of the Lease the commuted rent of Rs.1000/- for the entire duration of the Lease from

the Owners in the form agreed and approved providing for full rights to the Owners and their successor in title as though they are the absolute owners thereof with full transferability and with no provision of any right of re-entry by the Purchaser. It is also agreed that the Access Area or Pathway to the said Temple, though it forms a part of the Temple Portion and is agreed to be leased to the Owners by the Purchasers after execution of this deed the said Access Area or Pathway to the Temple shall not be open to sky and the Purchasers shall be entitled to construct on top of or above the said Access Area or Pathway structures as part of the building that the Purchasers herein intend to construct on the Remaining Property hereby conveyed and the said access will in such case be covered from top by construction as per the tentative building plan of the relevant part annexed hereto as **Annexure "D"** after leaving sufficient height of not less than twenty (20) feet from ground level and this right to construct on top of the said access road shall include right to repair, demolish and re-construct without any recourse to the Owners herein;

(ix) apart from the above, there are some other long standing existing structures, at the side of the Temple which are being used by the trust as a kitchen/storeroom hereinafter called **"Temple Utility Rooms"**. The said Temple Utility Rooms are marked in green colour on the aforesaid plan annexed hereto as **Annexure "B".** (hereinafter referred to as, "the said Rooms" and **"the said Temple Utility Rooms"**);

(x) besides the Temple and Temple Utility Rooms the Trust (that is the Owners herein) was in occupation of three rooms being:

(a) Room No.4 on ground floor of Old Zaver Sadan building structure admeasuring 311.72 sq. ft.

(b) Room No. 7 on ground floor in the new Zaver Sadan having carpet area admeasuring 209.68square feet;

(c) third room marked in yellow on the plan annexed hereto as Annexure B, situated on the ground floor, admeasuring 153.82 sq. ft. annexed to the building standing on the Leased Portion of the property.

The aforesaid 3 rooms are admeasuring in aggregate 675.22 sq. ft. (carpet area) and are hereinafter collectively referred to as "**the said Rooms**";

(xi) the Purchaser has perused all relevant documents and caused title of the trust to the said property investigated and has accepted the same and also has made required inquiries in the public records including with the Office of the Charity Commissioner, MCGB, revenue authorities and have also inspected and surveyed the property and held extensive negotiations with the Occupants and have satisfied themselves with regards to the same;

(xii) the Purchasers herein submitted an offer to the Trust for purchasing the said Property subject to the approval and sanction of the learned Charity Commissioner under Section 36 of Bombay Public Trust Act 1950 and for that purpose the parties hereto entered into a Memorandum of Understanding dated 28th March 2016 (said MOU for brevity) recording the terms and conditions of their understanding and a copy of the said MOU is annexed hereto as **Annexure E**;

(xiii) the Owners thereafter pursued the aforesaid Application seeking permission/ sanction from the Charity Commissioner, Maharashtra Mumbai for sale and transfer of the said property in favour of the Purchasers herein. The Charity Commissioner, Maharashtra Mumbai however by an Order/Judgment dated 16th August 2019 had refused to grant the necessary permission/sanction for sale of the said property in favour of the Purchasers herein. A copy of the said

Order/Judgment dated 16th August 2019 is annexed hereto and marked ~~Annexure~~ **F;**

(xiv) being aggrieved by the said order of refusal of ~~sanction under~~ section 36 for sale of the said Property in the manner contemplated by the said MOU dated 28th March 2016, the Owners herein filed a writ Petition in the Hon'ble High Court at Bombay being Writ petition 3338 of 2019. The Hon'ble Court on 21st February 2020 after hearing the parties passed an order setting aside and quashing the aforesaid Order dated 16th August 2019 refusing the sanction and in exercise of its writ jurisdiction granted its permission and sanction for sale of the said property as per the terms set out in the aforesaid MOU dated 28th March 2016 and directed the office of the Charity commissioner to record the said sanction in his file. A copy of the said order passed by the Hon'ble High Court dated 21st February 2020 according sanction under section 36 of the Maharashtra Public Trusts Act 1950 is annexed hereto and marked **Annexure G**;

(xv) the total monetary consideration for this transaction on the terms agreed and sanctioned as above is Rs.15,50,00,000/- (Rupees Fifteen crores fifty lacs only) subject to TDS at 1%.Out of the said amount, the Purchaser has already paid an amount of Rs.1,50,00,000/- (Rupees One crore fifty lacs only) at the time of execution of MOU and has paid the balance amount of Rs. ~~13,84,50,000~~ 14,00,00,000/-(Rupees ~~Thirteen Crore eighty four lacs fifty thousand~~ Forteen only) (Balance 14 crores (-) TDS of 1% on Rs 15.5Crores) vide Pay order dated 31 March 2022 no 696614 of SBI & DD bearing 701190 of IndusInd bank (subject to as per receipt clause T.D.S.) at the time of execution and registration of this Deed of Conveyance and the Purchaser has also agreed to fulfill all other non-monetary obligations including construction and allotment of certain premises in the proposed new building to be constructed by them on the said Property to the Trust and granting lease of Temple Portion as set out hereinafter in detail.

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(xvi) the consideration set out herein which is to be given by the Purchasers to the Owners herein is amongst other factors, which are set out in this document, is also based on the presently available FSI or Development potential in all formats of the property hereby conveyed which is aggregating to 9250 (Nine Thousand Two Hundred and Fifty) square meters approximately. However, it is believed that additional consumption of F.S.I. in excess of 9250 square meters may become available to be used on the said Property in future. In such event, and if the Purchaser decides to utilize such additional FSI development potential in excess of 9250 sq. meters., the Purchasers has covenanted to pay to the Owners amount calculated at the rate of Rs.1500/- (Rupees One Thousand Five Hundred only) per square feet of such additional FSI or development potential consumed beyond FSI of 9250 square meters, to be paid and secured in the manner hereinafter provided. It is clarified that the Purchaser shall be liable to pay the aforesaid amount only if they decide to utilise the said additional FSI or Development Potential on the said Property and not otherwise and not merely because the additional FSI becomes available. The expressions "Development potential"or "FSI", for the purpose of this document shall mean FSI or development potential in all formats including TDR, Premium FSI or Incentive FSI or Fungible FSI as may be allowed to be utilised for construction on the said Property by the concerned planning Authorities.

(xvii) in the premises and in consideration of the aforesaid and in view of the sanction accorded by the Hon'ble High Court of Bombay vide its' Order dated 21st February 2020, and assuring performance of the arrangement recited in (xv) above, the Purchaser has requested the Owners to execute this Deed of Conveyance in their favour and which the Owners have as Trustees of the said

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Trust agreed to do and execute this Deed of Conveyance in favour of the Purchasers as follows:-

NOW THIS DEED OF CONVEYANCE WITNESSEETH that the aforesaid recitals form an integral part hereof AND IT IS FURTHER WITNESSETH AND AGREED THAT in pursuance of the agreement recorded in the form of the aforesaid MOU dated 28th March 2016 and the sanction accorded by the Hon'ble High Court of Bombay vide the order dated 21st February 2020 and the assurances and obligations of the Purchaseras set out in recitals hereto and in consideration of an aggregate amount of Rs.15,50,00,000/-(Rupees Fifteen Crore fifty Lacs only) paid on or before execution and registration of this document after deducting TDS at applicable rate (the payment and receipt whereof the Owners do and each of them doth hereby admits and acknowledges as Trustees of the said Trust) and in view of the said monetary consideration paid and in further consideration of the construction and allotment of the premises to the Trust in the building to be constructed by the Purchasers on the said property and the covenant of the Purchaser to fulfill all their other obligations as stipulated in this Deed of Conveyance and in further consideration of the agreement to simultaneous herewith lease the said Temple Portion to the Owners in perpetuity for a nominal lease rent as set out in the recitals hereto, the Owners do hereby grant, sell, convey and assure unto the Purchasers absolutely and forever their right title and interest in the Property more particularly described in the **First Schedule** hereunder written together with the structures standing thereon(save and except the Temple standing on the Temple Portion described in the Second Schedule hereunder written and which Temple standing on the Temple Portion is continued to be retained by the Owners and they shall continue to be the owners of the said Temple)free from encumbrances but subject to the rights of the tenants and occupants occupying the

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said property mentioned in Annexure C hereto and subject to the rights of the owners to have permanent alternate accommodation in respect of the premises occupied by them as set out hereinafter in this document.

(a) **TOGETHER WITH** all and singular structures (save and except the Temple), areas, compounds, sewers, ditches, fences, trees, drains, ways, paths, passages, water courses, plants, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever in respect of their right title and interest in the said the 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

(b) **ALSO TOGETHER WITH** all the exclusive deeds, documents, writings, muniments, evidence of title, relating to the Owners right, title and interest in the said Property or ground, hereditaments and premises or any part thereof and

(c) **ALL** the estate, right, title, interest, use, inheritance, property, possession, benefit, claim, and/or demand whatsoever at law and in equity of the Owners in/to out of or upon the said Property or any part thereof

(d) **TO HAVE AND TO HOLD** the Owners' right, title and interest in the Property, hereby granted, conveyed and assured or intended or expressed so to be with them and every of their rights, members and appurtenances unto and to the use and benefit of the Purchasers absolutely and for ever subject to the occupation of the tenants/occupants mentioned in **Annexures "C and C1"** hereto and subject to the assurances and obligations of the Purchaser as set out above.

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(e) **AND IT IS AGREED** that it shall be the liability of the Purchasers to pay and bear all rents, rates, taxes, assessments, dues and duties and other levies hereafter becoming payable to the Government of Maharashtra or to the Municipal Corporation of Greater Mumbai or any other public body in respect of the said Property save and except in respect of the Temple Portion of the said Property agreed to be leased by the Purchasers immediately after the execution of this Document of conveyance and the Owners shall be liable to pay the aforesaid outgoings in respect of the Leased Portion on the basis of its assessed rateable value, if it is directly and separately charged for the said Leased Portion then on the basis of actuals and if it is not separately assessed then on proportionate basis and if required by reimbursing the same to the Purchasers. The Owners shall be entitled to have a separate assessment for the leased portion and the structures standing thereon and if and as and when possible, after completion of redevelopment of the said property, to have sub division of the said Temple Portion from the rest of the Property and the Purchaser hereby irrevocably consents to the same.

(f) **AND** the Owners doth hereby for themselves, and their successors/s covenant with the Purchasers that:-

(i) Notwithstanding any act, deed, matter or thing whatsoever by the Owners or by any person or persons lawfully or equitably claiming by, from, through, under or in trust for them or made, done, committed, omitted or knowingly or willingly suffered, to the contrary, they the Owners now as trustees of the said Bai Zaverbai Purshottam Nathu Charitable Trusthave in them self-good right, full power and absolute authority to grant, sell, convey and assure their right, title and interest in the Property hereby granted, sold, conveyed and assured or intended or expressed so to be unto and to the use of the Purchasers in the manner aforesaid and

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(ii) that it shall be lawful for the Purchasers from time to time and at all times hereafter to peaceably and quietly hold, enter upon, have occupy, possess and enjoy the right title and interest in the said Property (subject to the rights of the aforesaid Tenants / Occupants and the rights of the Owners in respect of the Temple and Temple Portion) for their own use and benefit without any suit, lawful eviction, interruption claim and/or demand whatsoever from or by the Owners or their successor or successors or any of them or from or by any person or persons lawfully or equitably claiming or to claim by, from under or in trust for them or any of them and the Purchasers shall be entitled to own, occupy and use and develop the said Property by utilising the entire available building potential of the said property including the FSI potential of the Temple Portion (which is agreed to be leased back to the Trust), save and except the FSI already consumed by the Temple and in this regard the parties have agreed as under :-

9) As recited above, there is an 85 years old Laxmi-Narayan temple within the said Property. The said Temple structure is inclusive of steps and otlas and land underneath and appurtenant to the same and also the access to the said Temple that, the Purchasers have agreed to provide as shown on the plan being Annexure B hereto and the said area is admeasuring in aggregate approximately 3186 sq. feet equivalent to 296 sq. meters (hereinafter referred to as "**the Temple Portion**"). The Owners have retained the ownership and continue to remain the owners of the Temple structure, and shall upon the simultaneous execution of lease of the Temple Portion, which the Purchasers have agreed to execute in favour of the Owners as stipulated in this deed of conveyance, shall be the lessees of the piece of land being the Temple Portion and shall be the owners of the Temple standing on the said Temple portion.

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b) The Purchasers shall ensure that, during the course of demolition and redevelopment of the other existing structures on the said Property, the said Temple is not in any way damaged at all and the peaceful use of the Temple and performance of all Puja and all rituals and darshan by the devotees are not in any manner adversely affected or interfered with or hindered.The Purchasers shall however be entitled to take protective measures of covering the Temple portion from all sides by way of fencing it with iron sheets or tin barricades and also shall be entitled to carry out the work around but outside the Temple Portion. If the said Temple or any part thereof is damaged accidently or otherwise, the same will be forthwith repaired/reinstated to its original condition and state by the Purchasers at its own costs.

c) The Purchasers have also agreed to reasonably renovate within 6 months from the date of completion of RCC of the adjoining buildings as per the designs suggested by the Owners the said Temple at the costs and Expenses of the Purchasers at in own costs.

d) It is also clearly agreed that in order to maintain the said Temple in its existing location and to avoid its re-location and considering other planning constraints part of the said Temple may have to be technically shown to be attached to the proposed new building in a reasonable manner and will be shown as part thereof. The Purchasers shall ensure that as far as possible the said connection is marginal and is done in such manner as to avoid any disturbance to the activities of the Temple. The tentative plan showing the manner in which the proposed new building is likely to be attached to the Temple Portion is also annexed hereto as **Annexure "H" hereto**. It is expressly clarified that the Plans being Annexure "D" and "H" hereto are tentative plans and the Purchasers shall be entitled to amend or modify the

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same in order to exploit and utilize permissible building potential of the said Property and as per the planning requirements without in any manner affecting the Temple and Temple Portion and the Owners shall have no objection for the same, PROVIDED HOWEVER THAT if the proposed amendments in the said tentative plans have the effect on the Temple or the Temple Portion then in that case, copies of such proposed amendment and modification shall be furnished to the Owners in advance for their concurrence and such modifications or amendments shall not be carried out unless the Owners have found the same to be acceptable The Trust shall reasonably accept such modification to enable the Developer to develop the said property by utilizing the Development Potential of the said Property subject to the terms of this document. If no response is received from the Trust for a period of 3 (three) weeks, then the proposed modification would be deem to have been accepted by the Owners.

(iii) **AND THAT** only to the extent the same relates to the personal acts or omission of the Owners and without being personally liable ,the Purchasers shall be freely, clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Owners well and sufficiently saved, defended, kept, harmless and indemnified as such Trustees and only from and out of the Trust Funds and Estate of, from and against all former and other estates, titles, charges and/or encumbrances whatsoever (save and except the encumbrances in the form of tenants/occupants mentioned in Annexure C and C1hereto)made, executed, occasioned or suffered by the 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**

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(iv) that the Owners and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the Owners' right title and interest in the said Property hereby granted and conveyed or any part thereof by from under or in trust for the Owners or its successor/s or any of them shall and will from time to time and at all times hereafter at the request and cost of the Purchasers do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law whatsoever for the better further and more perfectly and absolutely granting, conveying and assuring the Owners' right, title and interest in the Property and every part thereof hereby granted and conveyed unto and to use of the Purchasers in the manner aforesaid as shall or may be reasonably and lawfully required by the Purchasers or their Counsel in law;

AND THIS INDENTURE FURTHER WITNESSETH that the Owners have confirmed, declared and represented and assured to the Purchasers that:-

(i) The Owners confirm that they are holding the said Property as Trustees of the aforesaid Trust and have no personal right, title or interest in the said Property and confirm that this transaction of sale is for and on behalf of the said Bai Zaverbai Purshottam Nathu Charitable Trust and that the Owners as the present Trustees are the absolute owners of the said property and save and except them no other person is a trustee of the said Trust AND The Owners have the power to execute, deliver and perform their obligations under this Conveyance. AND THAT The said Property is appearing as Property of the Trust in the records of the Charity Commissioner and the register maintained by them.;

(ii) The Owners are having in their possession of the following documents relating to the said Property, which has been verified by the Purchasers :-

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a) Probate of the Will of Bai Zaverbai widow of Purushottam Nathu dated 19th February 1922 granted on 17th August 1926 by the Hon'ble District Court, Thane.

b) Order dated 18th September 1942 by Hon'ble Justice Shri Chagla on a Petition filed in the High Hon'ble Court of Bombay , whereby the Court held inter alia that all properties of the said Bai Zaverbai vest in the Trustees,

c) The Deed of Trust Registration dated6th April 1943 registered under No. BOM/3160/1943 in the office of Sub-Registrar at Bombay.

d) Judgment and order dated 18th June 1995 u/s 50A(1) of Bombay Public Trust Act 1950 passed by the Assistant Charity Commissioner framing a scheme for the Trust.

e) Various Deeds of Appointment of New Trustees executed from time to time.

The Owners have provided certified true copies of the above documents to the Purchaser and the said documents are hereinafter referred to as **"the said Documents".**

AND IT IS AGREED BY THE OWNERS THAT the aforesaid Documents are part of the records of the Trust and that the Owners shall continue to retain the originals of the same and hereby agree, covenant and undertake to keep the same safe and unobliterated and as persons of ordinary prudence and also agree and covenant to produce the same for inspection of the same to the Purchasers or their successor or successors at every reasonable request and within a reasonable time and produce the same in evidence in any legal proceedings if and when required.

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AND IT IS FURTHER AGREED THAT the Trust shall upon execution of this conveyance and as agreed under the aforesaid MOU between the parties hereto shall become irrevocable tenants of the Purchasers herein in respect of the hereinbefore recited said Rooms and the said Temple Utility Rooms for an aggregate nominal monthly rent of Rs 100 per month (payable, if demanded). The Purchasers shall after arriving at a suitable arrangement with the other tenants/ occupants occupying the said Property and after obtaining all necessary sanctions of building plans in respect of the building that they propose to construct in place of the existing buildings, provide to the Trust permanent alternative accommodation in lieu of the said Rooms and Temple Utility Rooms, free of cost and on ownership basis and as per following agreement and specifications:

i) It is agreed that in consideration of and for and against vacant and peaceful possession of the said Rooms namely the three Residential Tenements described in clause (x) of the recitals hereto and admeasuring in aggregate 675.22 sq. ft.(carpet area)the purchaser is obliged to provide duly completed with all agreed amenities therein,in form of one or more self-contained residential flat/s having an aggregate area of 898 square feet of carpet area in the free sale building on ownership basis. (The aforesaid aggregate area of 898 sq. feet is based on the existing understanding with other tenants and this area may be increased if there is any escalation in the area to be given to the other tenants as permanent alternate premises in lieu of their existing tenanted premises and such higher area will be on par with and on the same terms and conditions applicable to the other tenants/occupants of the said old/New Zaver Sadan Building), in the building to be constructed for the tenants on the said property;

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ii) it is agreed that, in lieu of the said Temple Utility Rooms, the Purchaser shall provide as permanent alternative accommodation a duly completed with all agreed amenities a self-contained room not exceeding 200 (two hundred) square feet(carpet area) on ownership basis on the ground floor in the Rehab building to be constructed by the Purchasers on the said property to the Owners.

iii) it is further agreed that the Purchasers shall provide constructed area of 1200 square feet(carpet area) in aggregate in the form of one or more residential flats. These premises will be in the free sale building to be constructed by the Purchasers on the said Property for sale to third party flat Purchasers, that is, free sale component of the proposed building and will have specifications and amenities, which will be similar to the amenities provided to the other flat Purchasers therein.

The aforesaid premises mentioned in aforesaid sub clauses (i), (ii) and (iii) and agreed to be constructed and to be provided to the Owners, in the proposed building/s on the said Property are hereinafter collectively and for brevity referred to as the **"Permanent Alternate Accommodation" or "PAA"** or **Owner's Premises**). It is agreed that the Purchasers shall be entitled to marginally change with the concurrence of the Owners the area of the individual units of PAAs referred to in sub clauses (i), (ii) and (iii) and the same can be in the form of multiple flats, if so required on account of planning constraints PROVIDED THAT there is no changes in the aggregate constructed area to be provided to the Owners.

AND THIS INDENTURE FURTHER WITNESSETH that as regards the aforesaid PAA that the Purchasers have agreed to be provided to the Owners as

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permanent alternative accommodation on what is popularly known as "ownership basis" in lieu of the aforesaid Rooms and Temple Utility Room and partly as a consideration of this document and as stated above, it is further agreed and understood by the parties hereto as follows:-

(i) that, the Purchasers shall on completion of the said residential premises meant for the Owners herein shall at their costs execute and register for each tenement a separate agreement of allotment on ownership basis and or such other document and carry out such further acts, deeds and matter and things as may be required for better and further assuring the Allotment of the PAA to the Owners or their nominee or nominees on terms which will be in consonance with this document;

(ii) that, the Purchasers shall ensure that the Owners or their nominee or nominees shall in respect of the PAA or Owners' Premises are made members of the Co-operative Society as may be formed by the Purchasers of the premises in the proposed building/s after completion of the development of the said building and shall not demand any amount from the Owners herein in respect towards Society entrance Fee or transfer charges, Society formation fee save and except nominal Society Membership Fee as may be required to be paid under the law;

(iii) It is agreed that, apart from the said PAA or Owners' Premises, the Owners will have no right in any other constructed area save and except the constructed part of the Temple Portion) as mentioned in this conveyance. It is agreed that the carpet area of the PAA shall mean the carpet area as defined in (Real Estate (Regulation and Development) Act 2016 and "Rehab building" means the building or wing to be constructed for re-accommodating the

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existing tenants or occupants and "Free sale building" means the building or wing meant for the third party flat purchasers.

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2e3e	(iv) 2e	The Purchasers agree and covenant not to part with in any manner,

use, occupation or possession of any part of Free Sale Component before and without putting the Owners in possession of the areas to be constructed for them duly completed with Occupation Certificate.

(v) that the Purchaser shall execute Agreement for Allotment of PAA or Owners' Premises in favour of the Owners and/or their nominee or nominees as per their entitlement under this document after sanctioning of building plans and issuance of commencement certificate as and when demanded by them and such agreements shall be in consonance with this document;

(vi) The Owners' premises shall have same amenities as the other premises in the building in which they will be located;

(vii) That this Deed of Conveyance, has been stamped with stamp duty and shall be treated as a principal document for the separate agreements for Allotment of PAA or Owners' Premises that, the Purchasers may enter into with the Owners or their nominees. If however any stamp duty or registration charges is payable on such separate agreements of Allotment of the PAAs of the Owners then the same shall be exclusively borne and paid by the Purchaser herein and if the Owners thereafter transfer or sale their rights in respect of the said premises to third parties then it will be borne by such nominees without however being required to pay any transfer charges to the Purchasers.

(viii) the requisite Goods and Service Tax (GST) in respect of the of agreement For Allotment of PAAs shall be borne by and shall be the responsibility of the Purchasers.

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(ix) After the Owners or their nominees are put in possession of their duly completed premises with all agreed amenities andafter the Purchasers have obtained Occupation Certificate for the same, the owners or their nomineesshall be liable to pay maintenance and other taxes and outgoings in respect of the said Premises and abide by the rules and regulation of the association or society of flat owners as may be formed by the Purchasers.

(x) The purchasers after execution of this Conveyance shall be absolutely entitled to the said property subject to what is provided herein and shall be entitled to deal with and or develop the same in such manner as the Purchasers may deem fit and under any scheme of development.

(xi) The Purchaser shall not and is not entitled to put any third party flat purchaser in use or occupation or possession of any part of the Flat/Sale Building unless and until the Purchaser has put the Owners in use occupation and possession of their PAAs as provided herein duly completed in all respects with certificate for occupation thereof.

(xii) The rights in respect of the PAA shall be on 'ownership basis' and would be freely transferable.

AND THIS INDENTURE FURTHER WITNESSETH THAT since the consideration set out herein, which is to be given by the Purchasers to the Owners herein is amongst other factors as set out in this document is also based on the presently available F.S.I. or Development Potential of the property being 9250 (Nine Thousand Two Hundred and Fifty) sq. meters approximately, the Purchaser hereby agree and irrevocably covenant to pay to the Owners an amount calculated at the rate of Rs.1500/-(Rupees One Thousand Five Hundred only) per square feet of any additional permissible consumption of F.S.I. in excess of 9250 (Nine

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Thousand Two Hundred and Fifty) sq. meters. The Purchasers shall pay the owners compensation as agreed above before availing and consuming such additional F.S.I. or Development Potential on the plot. And such additional consideration if any becomes payable, the same shall be a charge on the said Property. It is clarified that the Lessor shall pay the aforesaid amount only if they decide to utilise the said additional FSI beyond 9250 (Nine Thousand Two Hundred and Fifty) square meters on the said Property and not otherwise and merely because there the additional FSI or Development Potential becomes available.

AND THIS DEED FURTHER WITNESSETH THAT the Purchaser covenants with the Owners, that immediately after execution of this Deed of Conveyance and simultaneous herewith they have obliged themselvesas a part of the consideration for this conveyance to lease and demise the said Temple Portion shown in red coloured boundary line on the plan being Annexure B hereto and described firstly in the Second Schedule in favour of the Owners herein by way of lease in perpetuity inter alia on the following terms and conditions:

a) the lease will be for annual rent of Re.1/- payable, if demanded by the Purchaser/Lessors and the lease rent shall be commuted for the entire tenure of the lease for sum of Rs.1000/-(Rupees One Thousand only) only;

b) all the terms of the lease will be liberal and in favour of the Owners/Lessees so that the Lessee shall have all rights as though they are the full owners thereof with the right to assign encumber and alienate keeping in mind that the said lease is to be executed only because sub-division of the said property is not possible and also to avoid the provision for compulsory open spaces and to avoid

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demolition of the said Temple from its present location considering its historical value;

c) the Owners shall be retaining the said Temple structure having a constructed area of 200 square metres approx. in aggregate at its present location as its owner and described Secondly in the Second Schedule hereto and shall after the execution of lease of the Temple Portion shall be the lessees of the land called the 'Temple Portion' and shall be the owners of the structures standing on the said Temple portion defined herein as the said Temple. The Owners upon execution of lease shall be entitled to have / retain the F.S.I. which has already been used and utilized for the said temple building, and the entire presently available remaining F.S.I., fungible FSI, Compensatory FSI, T.D.R. benefit and other development potentials of the said Temple Portion shall subject to the limit of utilization of FSI or development potential to the extent of 9250 (Nine Thousand Two Hundred and Fifty) square meters prescribed in this document be available for use and utilization by the Purchasers till the completion of re-development by the Purchaser of the said Property. It is agreed that after and post completion of the redevelopment by the Purchaser of the said Property, if on account of any change in the Rules or Policy or otherwise, any additional or further F.S.I. or other development potential becomes available in respect of the said Property including the Temple Portion, then in that case, the parties hereto and/or their assigns shall be entitled to all such benefits proportionately that is to say in proportion to their respective areas

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under this conveyance and lease of the Temple Portion that is to be executed by the Purchaser in favour of the owners;

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- the said Temple Portion includes the area of pathway or Access area from the public road to the said temple having width of 5 (five) meters and as tentatively shown in dotted lines on the plan thereof being Annexure "B" hereto. The Lessors (that is the Purchasers herein) shall however be entitled to use the said pathway or access area for laying pipes, drains cables and other amenities in a manner that it doesn't adversely affect the ingress to and egress from the Temple. The said access shall be exclusive access for the Owners/Lessees.It is also agreed that the Access Area or Pathway to the said Temple, though it forms a part of the Temple Portion that is agreed to be leased to the Owners by the Purchasers after execution of this deed, the said Access Area or Pathway shall not be open to sky and the Purchasers shall be entitled to construct on top of or above the said Access Area structures as part of the building that they intend to construct on the Remaining Property hereby conveyed and the said Access Area or Pathway in such case be covered from top or above by construction as per the tentative building plans annexed hereto as **Annexure D** after leaving sufficient height of not less than two floors of the proposed building to be constructed on the said property or 20 (twenty) feet from ground level and this right to construct on top or above of the said access road shall include right to repair, demolish and re-construct without any recourse to the Owners herein and all the covenants contained in the said lease deed and the agreement to grant lease of the Temple Portion as herein contained shall always be

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subject to this right of the Purchasers herein to construct above the said Access Area or Pathway.The said lease of the Temple Portion is to be executed on the aforesaid broad terms as a part of consideration for this deed of conveyance by a separate document of lease by the Purchasers in favour of the Owners and as such for the Purpose of the said Lease deed this Deed of Conveyance will be treated as a principal document and the lease deed for the Temple Portion shall be treated as the incidental document for the purposes of stamp duty.

AND the Owners doth hereby confirm and record that they have put the Purchasers in physical possession of the aforesaid Property and the structures standing thereon which is in their possession save and except the Temple and the Temple portion that is to be leased to the Owners by the Purchasers as stated above and have handed over juridical and constructive possession of the portion occupied by the tenants and occupants on execution hereof and have agreed to at torn the tenancies in favour of the Purchasers by executing the necessary letters of attornment.

(g) IT IS AGREED THAT that the Purchasers alone shall be liable to bear and pay the Stamp Duty, Registration Charges in respect of this document.

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IN WITHESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day, month and year first hereinabove written.

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THE FIRST SCHEDULE ABOVE REFFERED TO

(Description of the said Property)

All that piece or parcel of land lying, being and situate at Laxminarayan Lane, Ghatkopar, Mumbai – 400 086 being the Final Plot bearing No. 20 of Ghatkopar TPS II and bearing CTS No. 3809 to 3833 (both inclusive) of Revenue village Ghatkopar Kirol admeasuring 3082.20 Square meters as per property register card and 3113.73 sq. meters as per physical survey and lying being and situate at Revenue Village Ghatkopar Kirol and Registration District and District Mumbai Suburban and within Municipal ward "N" of Municipal Corporation of Greater Mumbai and bounded as follows:-

(i) On or East :Laxminarayan Lane (5th Road);

(ii) On or North : Jay Vijay Co-op. Hsg. Society;

(iii) On or West : Kisan Kharat Road,

(iv) On or South : Guru Prasad & Kamal Kunj.

THE SECOND SCHEDULE ABOVE REFERRED TO

FIRSTLY

(Description of the said Temple Portion)

A portion of land being part of the Property described in the First Schedule and which portion of land is inclusive of the access from public road and is admeasuring 3186 sq. feet equivalent to 296 square meters and is shown in red coloured boundary on the said plan annexed hereto as Annexure "B"

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SECONDLY

(Description of the Temple)

Structure in the form of a Temple standing on the land called Temple portion described firstly in this schedule including the steps and otla and having a total constructed area of 200 sq metres.

SIGNED SEALED AND DELIVERED by)

within named **"Owners"** as Trustees)

of **Bai Zaverbai Purshottam**)

Nathu Charitable Trust)

(1) NALIN DWARKADAS MODI)

BAI ZAVERBAI PURSHOTTAM NATHU CHARITABLE TRUST)

TRUSTEES)



(2) MAHENDRA KALYANJI GHELANI)

BAI ZAVERBAI PURSHOTTAM NATHU CHARITABLE TRUST

TRUSTEES



(3) JAYANT KALYANJI GHELANI)

BAI ZAVERBAI PURSHOTTAM NATHU CHARITABLE TRUST

TRUSTEES



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(4) DILIP SHANTILAL KHAKHAR)



BAI ZAVERBAI PURSHOTTAM NATHU CHARITABLE TRUST

D. S. Khakhar

TRUSTEES

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(5) MANOJ HASUBHAI THAKKER)



BAI ZAVERBAI PURSHOTTAM NATHU CHARITABLE TRUST

Manoj. H. Thakker.

TRUSTEES

(6) KISHORBHAI NARANDAS THAKKAR)



BAI ZAVERBAI PURSHOTTAM NATHU CHARITABLE TRUST

TRUSTEES

)

In the presence of

1) C Patil Adv. (Nisait Patel)

2) Adv. (Sanyam Jain)

SIGNED SEALED AND DELIVERED by)

The withinnamed **"Purchasers"**)

NEELYOG BUILDERS PVT. LTD.)



in the presence of)

1) M. Shirodkar (Advocate & Solicitor)

2) (Advocate).

(3) JAYANT KALYANJI GHELANI

(4) DILIP SHANTILAL KHAKHAR

(5) MANOJ HASUBHAI THAKKER

(6) KISHORBHAI NARANDAS THAKKAR

WITNESS:

1. Adv.
(Nishit Patel)

2. Adv.
(Sanyam Jain)