



any other purposes as may be required.

That the Consenting Party has assigned all their right, title and interest in respect of the said Property described in Schedule hereunder written accrued to them on the basis of their Agreement dt. 15.1.1991 with the Vendors, in favour of the purchaser on "AS IS WHERE IS BASIS" by this Deed of Sale. The Consenting Party hereby covenants that they have not entered into any agreement with any person in respect of the said property except the Purchaser.

That the Purchaser is a registered Public Trust registered under Bombay Public Trusts Act having Registration No. F424 dt. 31.7.69. The Purchaser Trust has obtained permission of the Charity Commissioner for purchase of the said property by Permission No. 4979/94 dt. 24.6.94.

The Vendors and the Consenting Party have put the Purchaser into actual, physical and vacant possession of the said property described in Schedule hereunder i.e. CTS No. 313/Al A2, Ganesh Peth, Pune together with the structure standing thereon on execution of this Deed and the purchaser has received the actual and physical possession thereof.

The Vendors and the Consenting Party hereby further covenant with the Purchaser that the said

4436/1719  
E.C.



property is not encumbered by any encumbrances such as mortgage, lease, sale, easement, maintenance whatsoever and that the Vendors and the Consenting Party or any of them have not entered into any agreement with any other person excepting the present purchaser in respect of the said property. The Vendors and the Consenting Party further covenant that the said property is not attachment either before or after judgement over the said property.

The Vendors and the Consenting Party hereby covenant that they have paid all the rents, taxes chargeable to the Government Central and/or State or any other local authority upto the date of execution of this Deed of Sale and henceforth they shall be payable by the Purchaser. The Vendors and the Consenting Party hereby covenant that they will compensate the purchaser in case the purchaser is required to pay the said charges upto the date of execution of this Deed of Sale.

The Vendors and the Consenting Party have produced their Income-Tax Clearance Certificate along with this Deed of Sale.

The Location of the Property is 313/Al,A2 Ganesh Peth Pune -2 and the market value of the property is Rs. 10,66,695/- and accordingly necessary stamp-duty is paid 1,06,700/-

and assigns or any of them shall and will from time to time do and execute all such further and other acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said property and every part thereof unto and to the use of the purchaser in the manner aforesaid as by the Purchaser and their heirs, executors, administrators and assigns of their council in law shall be reasonably required AND THE Vendors/Owners and the Consenting Party have not done, committed 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 or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever. [And the Purchasers hereby state & declare that they have accepted and are satisfied about the title of the Vendors and Consenting Party in respect of the said property.]

The Vendors/Owners and the Consenting party shall extend their entire co-operation to the Purchaser for getting the relevant changes made in the Revenue Records for getting the said property transferred in the name of the purchaser and/or for

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ in the year 1994 at Pune.

WITNESSES

1. S. D. Borkar  
गिरी रंगमंच  
202 गिरी रंगमंच

(S. D. Borkar)  
VENDORS/OWNERS

Hon. Secretary  
Lawabhar Shikshan Mandal  
PURCHASER

2.

Sharikh Mohd Hakeem  
335 Talsot Street  
Pune-411001

CONSENTED PARTY

4430/1814



and assigns or any of them shall and will from time to time do and execute all such further and other acts, deeds, things, conveyances and assurances in the law whatsoever for the better and more perfectly assuring the said property and every part thereof unto and to the use of the purchaser in the manner aforesaid as by the Purchaser and their heirs, executors, administrators and assigns of their council in law shall be reasonably required AND THE Vendors/Owners and the Consenting Party have not done, committed 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 or may be charged, encumbered or prejudicially affected in estate, title or otherwise howsoever. [And the Purchasers hereby state & declare that they have accepted and are satisfied about the title of the Vendors and Consenting Party in respect of the said property.]

The Vendors/Owners and the Consenting party shall extend their entire co-operation to the Purchaser for getting the relevant changes made in the Revenue Records for getting the said property transferred in the name of the purchaser and/or for

SCHEDULE OF THE SAID PROPERTY REFERRED TO ABOVE

All that piece and parcel of the property hearing CTS No. 313/A1/A2 Ganesh Peth, Pune admeasuring 438-97 sq. mtrs. (as per City Survey Extract) together with the structure standing thereon admeasuring 438.97 sq. mtrs. situated within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar, Haveli, Talukahaveli, District Pune, together with all the rights of easements and all other rights and hereditaments appurtenances thereto and bounded as follows :-

- On or towards East By CTS No. 311/A & B Ganesh-Peth.
- On or towards West : By C.T.T. No. 313/A, 1A, 4A & 313/A-1, A-4 Ganesh Peth.
- On or towards South : By CTS No. 313/A-1, 313/B, & 313/C Ganesh Peth.
- On or towards North : By C.T.S. No. 313 A1/A 3 Ganesh Peth.

contrary, they the Vendors now have in themselves, good right, full power and absolute authority to grant, release, sell, convey, assure and assign the said property hereby granted, released, sold, conveyed, assured or assigned or intended so to be unto and to the use of the purchaser in the manner aforesaid AND that the purchaser shall and may at all times hereafter peaceably and quietly enter upon, occupy, possess and enjoy the said property and receive rents, issues, and profits thereof to and for their own use and benefit without any suit of eviction, interruption, claim or demand whatsoever from or by them the Vendors or any person or persons lawfully or equitably claiming or to claim by, from, under or in trust for them or any of them AND that free and clear and freely, clearly and absolutely acquitted, exonerated and for every discharged or otherwise by the Vendors well and sufficiently saved defended and kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever had made executed, occasioned or suffered by the Vendors or by any other person lawfully or equitably claiming or to claim by from under or in trust for them or any of them FURTHER that the Vendors/Owners and all persons having lawfully or equitably claiming any estate or interest whatsoever in the said property or any part thereof from under or in trust for the Vendors or their heirs, successors

assign their rights on "AS IS WHERE IS BASIS" to some educational institution:

AND WHEREAS the Purchaser is an educational institution and was in need of premises for their school and learnt about the intentions of the Vendors and the Consenting Party herein and therefore, approached the Vendors and the Consenting Party herein and offered to purchase the said property CTS No. 313/Al A2, Ganesh Peth, Pune and further offered to get assigned all the rights of the Consenting Party in respect of said property for a total consideration of Rs. 6,00,000/- (Rupees Six Lacs only)

AND WHEREAS the Vendors and the Consenting party found the said offer of the Purchaser to be reasonable, attractive and as per prevailing market price considering the primary school reservation on the property and therefore, agreed to sell, assign and transfer all their right, title and interest in the said property in favour of the purchaser;

AND WHEREAS in pursuance thereof the parties hereto have been executing this Deed of Sale;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in consideration of the Purchaser paying the said entire consideration amount of Rs. 6,00,000/- (Rupees

only) to the  
Consenting Party, as per directions of the Vendors  
in the following manner:

Rs. 3,00,000/- Paid by Cheque No. 2754  
dated 21.10.1974 drawn on Bank of  
India, payable to the  
Consenting Party by the  
Purchaser.

Rs. 1,00,000/- Paid by Cheque No. 411013006  
dt. 26.9.93 drawn on Bank of  
India Bank, paid to the  
Consenting Party by the  
Purchaser.

Rs. 2,00,000/- Paid by Cheque No. 1147 dt. 21.10.1974  
drawn on Bank of India Bank,  
paid to the Consenting Party  
by the purchaser.

-----  
Rs. 6,00,000/-  
=====

the payment and receipt of the entire amount the  
Vendors/Owners and the Consenting Party do hereby  
admit and acknowledge to have received from the  
Purchaser and release and discharge the Purchaser of  
and from the same and every part thereof, the said  
Vendors/Owners do hereby grant, sell, convey, assure  
and assign unto the Purchaser for ever all that piece  
and parcel of the property bearing CTS No. 313/A1 A2,  
Ganesh Peth, Pune City, Totally admeasuring about  
438.97 Sq.mtrs. on "AS IS WHERE IS BASIS" hereinafter  
referred to as "the said property" which is more  
particularly described in the schedule hereunder  
written, together with all and singular the areas,

6

ways, compounds, paths, waters, water courses, ditches,  
ditches, drains, trees, plants, lights, liberties,  
easements, profits, privileges, advantages, rights,  
members and appurtenances, whatsoever in the said  
property belonging to or in any way appurtenant to 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 be  
appurtenant thereto, AND ALL the estates, rights,  
title, interest, use, claim and demand whatsoever both  
at law and equity of the Vendors and the Consenting  
Party into out of or upon the said property or any  
part thereof TO HAVE AND TO HOLD the said property and  
all singular and other premises hereby granted,  
released and assured or intended so as to be with and  
every of their right, members and appurtenances unto  
and to the use and benefit of the Purchaser for ever  
SUBJECT to all rents, taxes, easements, rates, duties,  
now chargeable upon the said property or which may  
hereafter become payable in respect thereof to the  
Government of Maharashtra or the Municipal Corporation  
of Pune AND the Vendors/Owners do for themselves,  
their heirs, executors and administrators hereby  
COVENANT with the Purchaser that notwithstanding an  
act, deed matters or thing whatsoever by them or an  
person or persons lawfully or equitably claiming by  
from, through, under or in trust for them, made, done  
committed or omitted or knowingly suffered to

7

L 188  
AND WHEREAS by a Deed of Sale registered in the office of Sub-Registrar, Haveli No. I at Sr. No. 8912 on 26.8.85 Smt. Shehajanbi Ibrahim Lalsha and Sayyed Ibrahim Sayyed Lalsha sold and conveyed all their rights, title and interest in the said property CTS No. 313/A1 A2, Ganesh Peth, Pune to the present Vendors by stating that Smt. Sakinabi is not alive and Sayyed Ibrahim Lalsha is her sole legal heir;

AND WHEREAS the present Vendors have this become absolute owners in respect of the said property CTS No. 313/A1/A2, Ganesh Peth, Pune were put in actual and physical possession of the said property since the day of Agreement to Sell i.e. since 21.4.1982;

AND WHEREAS the Vendors herein entered into an Agreement dated 15.1.91 with the Consenting Party herein for development and sale of the said property;

AND WHEREAS the said property is reserved for the purpose of Primary School in the Development Plan of the Pune City and therefore, the Consenting Party was not in a position to go further with the development of the property and hence decided to

21 4

1400 1-1-88  
33 28 20  
said property came to him in partition. vide Partition Deed registered in the Office of Sub-Registrar, Haveli at Sr. No. 2284 on 18.9.46;

AND WHEREAS by a Deed of Settlement registered in the office of Sub-Registrar, Haveli No. I at Sr.No. 672 on 6.4.51 Shri. Ibrahim Lalsha transferred the said property in the name of his two wives, viz. Shehajanbi Ibrahim Sayyed and Sakinabi Ibrahim Sayyed.

AND WHEREAS by the said Deed of Settlement Shehajanbi and Sakinabi each one of them was given 1/2 share in the said property.

AND WHEREAS in the year 1939 a lease for a period of 99 years was created in respect of the said property in favour of Kashinath Baloba Honrao by Lease Deed dt. 14.10.39;

AND WHEREAS the lessee Shri. Kashinath Baloba Honrao and one Shri. Vinayak Shankar Shinde, the executor of the will of Shri. Vaman Shankar Sonayane, the sub-lessor surrendered their leasehold rights and the sub-lessee's rights respectively in the said property and executed Surrender Deed on 3.5.82 in favour of Sayyed Ibrahim Sayyed Lalsha and Shehajanbi Ibrahim Lalsha which is registered in the Office of the Sub-Registrar, Haveli No. II at Sr. No. 4395 on 21.3.1989;

3

7 5 75  
11/10/75  
2008

SALE DEED

THIS DEED OF CONVEYANCE made and executed at Pune on this 17th day of October in the year One thousand Nine Hundred Ninety Four.

BETWEEN

1. Mr. Vimalchand Kesarimal Jain  
Aged about \_\_\_\_\_ years, Occupation Business,  
Residing at \_\_\_\_\_
2. Mr. Shaikh Abdul Sattar,  
Aged about \_\_\_\_\_ years, Occupation-Business,  
Residing at \_\_\_\_\_
3. Mr. Shaikh Zuber Ahmed Khurshid Ahmed,  
Aged about \_\_\_\_\_, Occupation-Business  
Residing at \_\_\_\_\_

Hereinafter referred to as the VENDORS/OWNERS (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators and assigns) OF THE FIRST PART.-

A N D

Jawahar Shikshan Mandal,  
a Trust Registered under  
Bombay Public Trust Act, 1950  
under No. F 424, Dtd. 31.7.69  
having its registered office at C/o. Nishidha Sahakari  
Griha Kachana Sanstha, 580/1A,  
Market Yard, Pune 411 027.  
represented by  
Mrs. Yashvanti B. Dubal,  
Aged 52, Occupation- Service  
Residing at - Nishidha Housing Society,  
580/1A "pandhari" 15A  
Market Yard, Pune 411 037,

... witnesses and empowered to execute this document on behalf of the Trust by a Resolution passed in the Meeting of all the Trustees, held on 18th Sept. 94 by Resolution No. X

Hereinafter referred to as THE PURCHASER (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include their administration, assigns, representatives, as per provisions of Trust Deeds) OF THE SECOND PART.

A N D

M/s. Alfa Builders,  
a registered partnership firm,  
registered under the Indian Partnership Act, 1932,  
having its registered office at 113, M.G. Road Pune 411001.

- by its partners :
- (1) Shri. Shaikh Parvez Ahmed  
Khurshid, Age 21 yrs. Occ.  
Business, Residing at  
28 ~~Kahur~~ Road, Pune -1.

Hereinafter referred to as THE CONSENTING PARTY (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present and future partners of the said firm, their survivor or survivors and the heirs, executors, administrators, assigns of such last survivor) OF THE THIRD PART.

WHEREAS all that piece and parcel of the property bearing CTS No. 313/A1 A2, Ganesh Peth, Pune was owned and possessed by Shri. Ibrahim Lalsha, as the

2  
W  
W



4430128

Received Adjudication Fees Rs (25/-)  
Rs. Twenty five only  
Date 23/9/1994  
Collector of Stamps  
Pune

No. ADJ/531194  
Office of the Collector  
of Stamps, Poona.  
Date 3/10/1994

RECEIVED from Shri Secretary, Jambhara Shiksha  
Mandal, Pune, residing at Pune  
Stamp duty of Rs. (1,06,200/-) ~~Rs. One lac~~ ~~Rs. One lac~~  
Certified Under Section 32 of the Bombay Stamp  
Act, 1985 that the full duty of (1,06,200/-) ~~Rs. One lac~~ ~~Rs. One lac~~  
therein has been paid with which the instrument  
chargeable has been Paid.



ह व ल  
44309/94  
१९९४

4430  
श. अनु. क्रमांक नं. ....  
सन. १९९४ के अधीन  
२४ तारीख १२  
ते दरम्यात हवेली नं. १  
सह. दुय्यम निबंधक कचेरीत  
आणुन दिला.

माली महिषासनाची की देवळी  
र. ६३  
नोंदणी की 4000 रु.  
कार्याचित्र वाने (95) 38 रु.  
एवात 30 रु.  
किंवा  
एकूण 4088 रु.

सह. दुय्यम निबंधक हवेली नं. १

सह. दुय्यम निबंधक हवेली नं. १

SALE DEED

THIS DEED OF CONVEYANCE made and executed  
at Pune on this 17th day of October  
in the year One Thousand Nine Hundred Ninety Four.