

This application form holds good upto _____ and only if no change is proposed in the layout or the conditions of the offer.

PLOTS Nos. 277 to 297 (West) .
 Scheme 6, Sion Matunga ESTATE.

THE MUNICIPAL CORPORATION OF THE CITY OF BOMBAY.

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TRUE COPY TO
 Office Supt./ Admin. Officer
 Asstt. Commissioner
 Estate Deptt.
 Municipal Corporation of
 Greater Mumbai.

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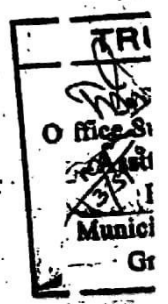
(1) The Municipality
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- (1) The applicant will be satisfied with access by the katcha road and the Municipality will be free to complete road or the roads abutting on the plot at any time at their discretion.
- (2) The Municipality will not provide any carriage entrance free of cost.
- (3) The applicant agrees to take the plot in the condition it is lying at present.

Signature

Manikram Thakur
Chairman,
The New Lion Colony Building Society Ltd.

The Municipal Corporation of the City of Bombay.

Manikram Thakur
The New Lion Colony Building Society Ltd.

Scheme 6, Lion Matunga Estate ESTATE

PLOT No. 277 to 297 (West)

APPLICATION.

BOMBAY, 194

To,

THE MUNICIPAL COMMISSIONER
FOR THE CITY OF BOMBAY
SIR,

I/We the undersigned hereby offer to enter into an Agreement for a Building Lease in perpetuity of the above Plot admeasuring approximately 20367 square yards and with compulsory open spaces as shewn on the Plan attached hereto and subject to the Building Bye-Laws of the Estate and subject to the following stipulations and I/we send herewith a sum of Rs. 50918/- in cash as earnest to be taken over by the Corporation in part payment of the premium payable by me/us if this offer is accepted, and agree to pay the sum of Rs. 458,257/- as the balance of one fourth the premium calculated at the rate of Rs. 251/- per square yard less rebate at 6% within fifteen days (from the date of the letter intimating to me/us that the Plot is available for taking over possession by me/us) and further agree to pay a sum of Rs. _____ being the remaining balance of premium within five years from the date of possession in the following instalments, that is to say, by ten equal instalments to be paid on the _____ day of _____ each and every year, the first of such instalments to be paid on the _____ day of _____ 194 and the subsequent instalment a year hereafter and so on on the abovementioned dates until the whole payment is fully made and completed, and shall also pay interest at 5 per cent. per annum on the amount of the outstanding premium by quarterly payments on the _____ day of _____ the _____ day of _____ the _____ day of _____ and the _____ day of _____ in each year.

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2. Immediately after I/we am/are put in possession of the Plot the same shall be jointly admeasured and if any further sum over and above the amount calculated on the approximate area is found payable by me/us the same shall be forthwith paid by me/us and be added to the earnest paid by me/us. If however any sum is found refundable to me/us the same may be taken over by you on account and in part payment of the first instalment of the premium to be paid by me/us as hereinbefore mentioned.

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Manikram Thakur
Office Supt./Admin. Officer
Municipal Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

WLB A / JMD

Interest at 5% per annum shall be chargeable and paid by me/us if any of the above sums are not paid by me/us on the date payable by me/us, but this stipulation shall not be deemed as an acquiescence by the Corporation of any extension of the time of payment on the due date, or affect, limit, or prejudice the other stipulations contained in this offer.

WLB A / JMD

4. I/We shall be bound to execute the Agreement for the Building Lease in the form annexed herewith at any time you may require me/us to do so after I/we am/are put in possession of the Plot.

5. I/We shall not require any title to be shewn to the Plot and the title of the Corporation shall not be investigated, questioned, or objected to, in any way whatsoever.

6. I/We also forward herewith the sum of Rs. 250/- to be held by the Corporation, if this offer is accepted, as deposit or advance on account of stamp duty, registration charges, plan and other outgoings and your other legal charges, of and incidental to the preparation, execution, and completion of the Agreement for Building Lease and Counterpart and also of the Lease and Counterpart through your Solicitor which are wholly to be borne and paid by me/us.

7. In the event of this offer not being accepted by the Corporation the earnest and the deposit or advance for costs shall be returned without interest.

8. I am not a European national of the Union of South Africa and I am aware of the policy adopted by the Corporation in para. 1 of their Resolution No. 490, dated the 2nd September 1943 which is reproduced below and I agree that the same is binding on me.

Corporation Resolution No. 490 of 2-9-1943.

"That the Corporation is of opinion that in view of the Racial discrimination practised by the Government of Union of South Africa in the matter of sale and acquisition of lands by Indians within the limits of the Durban Municipal Corporation the Corporation should adopt as a matter of administrative policy the principle of not conveying, transferring, leasing or otherwise disposing of any lands or immoveable property vesting in the Corporation to any European national of the Union of South Africa."

(1) J. ... President

Signature of Applicant/s _____
The New Zion Co-op Housing Society Ltd

Address _____
Dawadalli

Description _____
The New Zion Co-op Housing Society Ltd

Age
1) 74 years
2) 65 years
3) 58 years

I hereby say that the age of the applicant as given above is correct according to my knowledge/information.

Architect.

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ACCEPTANCE.

I hereby accept the above offer, the sanction of the Corporation / ~~Improvement~~ ~~Committee~~ to its acceptance under Section 92 (c) ~~92 (d)~~ of the City of Bombay Municipal Act, 1888, having been obtained.

Dated this 24th day of March 1960.

[Signature]
Dy: Municipal Commissioner (Impts.)

TRUE COPY
[Handwritten: M. D. 13/05/70]
Office Supt./Adm. Officer
Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

TRUE COPY

Handwritten signature
Office Supt./Adm. Officer
Asst. Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

AN AGREEMENT made the _____ day
of _____ in the Christian year One Thousand Nine Hundred and
_____ **Between THE MUNICIPAL CORPORATION OF THE
CITY OF BOMBAY** a Corporation constituted by the City of Bombay, Municipal
Act, 1888, of the first part _____
Municipal Commissioner for the City of Bombay of the second part and _____
of _____
of the third part **WHEREAS** in pursuance of an agreement contained in a proposal
made in writing by the said _____
through his Architects Messrs. _____
on the _____ day of _____ 19 _____ and the acceptance
thereof under the hand of the Commissioner on the _____ day of
_____ 194 _____ and in consideration of the payment to the Corpora-
tion made by the said _____
of the sum of Rs. _____ in cash as and by way of earnest or part
payment of premium and of his promise to pay a further sum of Rs. _____
as the balance of the premium by _____ equal yearly instalments of
Rs. _____ each (making in all the total premium of Rs. _____)

the first of such payments to be made on the _____ day of _____ 194 and the subsequent instalments to be paid on the _____ day of _____ 194 each year thereafter and also interest thereon as hereinafter provided the Corporation agreed to enter into an Agreement for a Building Lease of Plot No. _____ of their _____ Estate more particularly described in the Schedule hereunder written on the terms and conditions hereinafter appearing NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

Definitions:

1. In this Agreement the expression "the Corporation" means the Municipal Corporation of the City of Bombay and unless such inclusion is inconsistent with the context their Successors and Assigns; the expression "the Commissioner" includes any person appointed to act as the Municipal Commissioner for the City of Bombay and any Deputy Municipal Commissioner exercising any of the powers and performing any of the duties of the Municipal Commissioner; the expression "the Tenant" includes the said _____

and unless such inclusion is inconsistent with the context the Heirs Executors Administrators and Assigns of the Tenant; the expression "the City Engineer" includes the Engineer of the Corporation for the time being and any person for the time being authorised by the Corporation or the Commissioner to perform any of the functions of the City Engineer under this Agreement; the expression "the Estate Agent and Land Manager" includes the Estate Agent and Land Manager of the Corporation for the time being and any person for the time being authorised by the Corporation or the Commissioner to perform any of the functions of the Estate Agent and Land Manager under this Agreement; the expressions "Approval" or "Approved" when used in connection with Plans and Specifications include and approval subject to specified alterations being made and/or specified conditions being observed or performed which alterations and conditions the Tenant shall be deemed to have agreed to if and so soon as the Tenant commences to build; the expression "Approved Architect" means the Architect for the time being approved of by the Commissioner under Clause 3 hereof; the expression "Date of Possession" means (the _____ day of _____ 194) (the date hereof) (the date on which the Estate Agent and Land Manager shall give notice to the Tenant that the Plot is vacant) upon which date the Tenant shall for all purposes of this Agreement be deemed to have taken possession of the Plot; the expression "Month" means English Calendar month; the expression "Plans" includes Elevations and Sections; and the expression "the Plot" means the land described in the Schedule hereunder written.

Note.—The words inappropriate to immediate or future possession as the case may be to be struck out before the Agreement is signed.

Possession
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See note to clause 1 "Date of Possession."

2. The Tenant shall for the period of eighteen months from the date of possession be entitled to enter upon the Plot for the purpose only of erecting buildings and executing works in accordance with the stipulations hereinafter contained. Possession shall be/has been given subject to all rights of adjoining owners occupiers and lessees and the Tenant shall be responsible for any damage which may be caused to any adjoining buildings or other premises by such erection or execution.

Architect and Plans to be first approved.

3. Within seven days from the date hereof the Tenant shall submit for the approval of the Commissioner the name of the Architect whom he intends to employ for the preparation of the Plans and for the supervision of the proposed buildings and works. No building or work shall be begun until the Commissioner shall have signified to the Tenant his approval of the Architect and of his Plans and Specifications of such building and no building or erection shall be built or erected upon the Plot except in strict conformity with Plans and Specifications so approved and except under the direct supervision of an Architect previously approved of by the Commissioner nor shall any alterations be made in such buildings or erections without the previous consent of the City Engineer.

Power to determine if plans not approved.

4. Should the Commissioner not approve of the Plans and Specifications whether originally submitted or subsequently required the Commissioner may by notice to the Tenant determine this Agreement without prejudice to any claim that the Corporation may have for a previous breach thereof and if possession has been given to the Tenant the Corporation may re-enter upon the Plot. Upon such determination the premium or part thereof as may have been paid by the Tenant shall be returned to him without interest after deducting therefrom the amount if any due and payable by him to the Corporation under this Agreement.

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5. The Tenant shall not commit any breach of any of the provisions of the Municipal Rules to be observed. City of Bombay Municipal Act, 1888, or of any legislative amendment or regulation thereunder for the time being in force and shall observe and perform the Rules of the Corporation of which a copy shall be furnished by the Tenant and lodged with the Commissioner and another copy shall be retained to the Tenant.

6. The Tenant shall not make any excavation upon any part of the Plot for the purpose of obtaining any stone sand gravel clay earth or other materials therefrom except with the opinion of the City Engineer be necessary for the construction of buildings and works to be executed as herein mentioned, nor prepare, keep, sell or deal in or permit or suffer to be prepared, kept, sold or dealt in any kind of toddy upon the Plot or in the buildings erections or structures existing or to be constructed upon the Plot or any part thereof.

7. The Tenant shall within the period of eighteen months from the date of possession or within such extended period as may be granted in writing to the Tenant by the Corporation at his own expense erect on the Plot and cover in and complete fit for immediate occupation buildings to be used for residential purposes.

8. The Tenant shall erect the boundary walls and fences shown on and in accordance with the approved Plans except those which shall have been erected by adjoining tenants or lessees. When a boundary wall or fence is common to two of the plots of the Corporation the cost of erection and maintenance of such wall or fence shall be shared between the tenants or lessees of such plots as the City Engineer (whose decision shall be final) shall determine.

9. The Commissioner and the City Engineer and the Estate Agent and Land Manager and all persons authorised by them or any of them may at all reasonable times enter upon the Plot or any part thereof and inspect the buildings and works erected or in course of erection thereon.

10. The Tenant shall so soon as the main buildings shall be roofed in insure and thenceforward until the grant of the Lease hereinafter provided keep insured in the joint names of the Corporation and the Tenant against loss or damage by fire in an office to be approved by the Improvements Committee all buildings and works on the Plot in three-fourths at the least of the value which such buildings and works will have when completed (such value to be estimated by the City Engineer) AND shall on request produce to the Commissioner the Policy or Policies of Insurance and the receipts for premiums AND shall forthwith apply all moneys received by virtue of such Insurance in rebuilding or reinstating the building and works destroyed or damaged AND shall make up out of the Tenant's own money any deficiency therein so that such destruction or damage shall be completely made good by him.

11. The Tenant shall pay the balance of the premium amounting to Rs. _____ by _____ equal yearly instalments of Rs. _____ each punctually on the _____ day of _____ in each year, the first of such instalments to be paid on the _____ day of _____ 194 and shall also pay interest at the rate of _____ per cent. per annum on the amount of the outstanding premium, such interest to be paid by equal quarterly payments on the _____ day of _____ the _____ day of _____ and the _____ day of _____ in each year. If default is committed by the Tenant in the instalments or interest on the respective due dates in those behalf hereof provided the Commissioner on behalf of the Corporation shall

Municipal Rules to be observed.

Excavation and Preparing, etc., liquor or today.

Period for construction and description of building.

Boundary Walls or Fences.

Inspection.

Insurance.

Payment of balance of Premium.

TRUE COPY of the original as submitted by the Tenant.
 [Signature]
 Supt./Admn. Officer
 Asst. Commissioner
 Estate Deptt.
 Municipal Corporation of
 Greater Mumbai.

be entitled to make the time of such payment of the essence of the contract by giving to the Tenant 15 days' notice in writing in that behalf and to forfeit all the payments made by the Tenant under this Agreement previous to the date of such notice.

Assignment and underletting:

12. During the continuance of this Agreement the Tenant shall not assign underlet mortgage charge incumber or part with his interest under or the benefit of this Agreement or any part thereof without the previous consent in writing of the Commissioner AND in case of any permitted assignment the Tenant shall nevertheless continue liable to the Corporation for the performance of the several stipulations herein contained until the grant of the Lease hereinafter mentioned and shall be bound if so required to join as a confirming party in such Lease.

Terms of occupancy and rent prior to grant of lease.

13. The Tenant shall from the date of possession to the date of the Lease hereinafter mentioned hold the Plot as tenant at will to the Corporation at the same rent namely the yearly rent of Rupee One payable in advance on the _____ day of _____ in each year subject to the same covenants and conditions as far as applicable as the Plot would be subject to had a Lease been actually granted but nothing herein contained shall be construed as creating a legal demise or any greater interest in the Tenant than a tenancy at will. The Tenant shall from the date of possession and until the grant of such Lease pay to the Corporation the said rent on the day aforesaid and all rates taxes charges and other outgoings payable in respect of the Plot.

Title of the Corporation.

14. The Tenant shall not require any title to be shown to the premises to be demised as aforesaid and the title of the Corporation shall not be investigated questioned or objected to in any way whatsoever.

The Lease.

15. On the completion of the buildings as hereinbefore provided the Tenant shall forward to the City Engineer a certificate duly dated and signed by the approved Architect certifying that the buildings and all other works provided for in this Agreement have been completed in accordance with Plans and Specifications approved by the Commissioner and that the workmanship and whole of the materials used are good and that no provision of the Municipal Act or bye-laws and regulations thereunder has been transgressed and no requisition made, condition prescribed, or order issued by the Corporation or the Commissioner or any other Officer of the Corporation has been violated in the course of the work. So soon as the City Engineer has accepted the completion certificate granted by the approved Architect and certified that the main building has been roofed in to the satisfaction of the City Engineer the Corporation shall if this Agreement has not previously been determined and if the Tenant has otherwise fulfilled all the terms and conditions of this Agreement grant to the Tenant or to any nominee of the Tenant who may be approved by the Corporation and the Tenant or such nominee shall accept a Lease of the Plot with the building thereon in perpetuity from the date of possession at the yearly rent mentioned in Clause 13 hereof PROVIDED NEVERTHELESS that no portion of any building erected on the Plot shall be occupied inhabited or used (without the previous consent of the Commissioner) until the City Engineer and the approved Architect shall have certified in writing that the whole of the buildings and works have been completed in accordance with this Agreement PROVIDED ALWAYS that the grant of the certificate by the City Engineer as aforesaid shall not be conclusive as to the due performance of the terms of this Agreement but shall nevertheless entitle the intended Lessee to call for the grant of the Lease as hereinbefore provided and if it shall at any time be found that any of the provisions of Clause 7 hereof or any of the Building Rules of the Corporation for the time being in force has not been complied with the Corporation shall notwithstanding the grant of the certificate aforesaid be at liberty to require the intended Lessee to make good the same strictly in accordance with the terms of this Agreement.

Building not to be occupied before completion.

Form of Lease.

16. This Agreement and the said Lease shall be prepared by the Solicitor to the Corporation and the latter shall be as nearly as practicable in the form hereof annexed. The Tenant and the approved nominee (if any) shall execute the said Lease and a Counterpart thereof. A Lease to a nominee shall state the consideration moving from the nominee to the Tenant.

Costs.

17. The Tenant shall pay the costs of and incidental to the preparation and completion of this Agreement and the Duplicate thereof and also of the Lease and a Counterpart thereof including the costs incurred by the Corporation in having the plans drawn for the purposes of the said Agreement and Lease. Upon payment of the costs of the Agreement and of the Lease and Counterpart when completed the balance (if any)

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of the sum of Rs. 250/- which the Tenant has paid in advance on account of costs shall be returned to the Tenant.

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18. If the said buildings shall not be completed and fit for occupation within the time herein limited (time in this respect being of the essence of the contract) or if the Tenant shall in any other way fail to perform and observe the stipulations on the part of the Tenant herein contained or referred to or if the Tenant shall be adjudicated an insolvent it shall be lawful for the Corporation or any Officer or servant of the Corporation on behalf of the Corporation to re-enter upon and take possession of the Plot and all buildings erections fixtures materials plant chattels and effects whatsoever thereon and to hold and dispose of the same as the property of the Corporation and as if this Agreement had not been entered into without making to the Tenant any compensation or allowance for the same and this Agreement shall thereupon cease but the rights given by this clause to the Corporation shall be without prejudice to any other rights remedies or claims whatsoever of the Corporation against the Tenant and without prejudice to such rights the Corporation shall be entitled to forfeit all payments made by the Tenant under this Agreement previous to the date of such re-entry AND it is hereby expressly agreed that notwithstanding any such default (save and except the insolvency of the Tenant) as aforesaid the Commissioner on behalf of the Corporation may give notice to the Tenant of the intention of the Corporation to enforce the Tenant's stipulations herein contained and may fix any extended period for the completion of the said buildings and works in substitution for the said period of eight months and thereupon the obligations hereunder of the Tenant to complete the same and to accept a Lease shall be taken to refer to such extended period.

Power to re-enter

Extension of time.

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19. All approvals consents and notices to be given under this Agreement shall be in writing and (save as to such as are heretofore otherwise provided for) shall be signed by the Commissioner or the City Engineer or the Estate Agent and Land Manager and any notice to be given to the Tenant shall be considered as duly served if the same shall have been delivered to left for or posted addressed to the Tenant or the Approved Architect at the usual or last known place of residence or business in Bombay of the person served or at the Plot or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the Plot.

Notices, etc.

20. The marginal notes hereto shall not affect the construction hereof.

Marginal Notes.

In Witness whereof the Common Seal of the Corporation has been hereunto affixed as provided by law and the said _____ and the Tenant have hereunto set their respective hands the day and year first above written.

THE SCHEDULE.

(Being a description of the land herein referred to as "the Plot").

All that land admeasuring _____ square yards or thereabouts situate on _____ and being Plot No. _____ of the

Estate of the Corporation in the City and Island and Sub-registration District of Bombay and bounded on the _____

TRUE COPY
12/25/15
Chief Secy./Adm. Officer
Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

and which is delineated on the plan hereto annexed being thereon surrounded by a boundary line and forms portion of New Survey No. _____ and bears Cadastre Survey No. _____ Division and is assessed by the Assessor and Collector of Municipal Rates and Taxes under _____ Ward No. _____

Note: Here insert "Vacant" or "in the occupation of _____" (see definition of date of possession in Clause 1.) and Street No. _____ and is now _____

THE COMMON SEAL of the Municipal Corporation of the City of Bombay was hereunto affixed in the presence of _____ and _____ two of the Members of the Standing Committee of the said Corporation who in token of their presence have hereunto signed their names in the presence of _____

Municipal Secretary.

SIGNED by the abovenamed _____

in the presence of _____

SIGNED by the abovenamed _____

in the presence of _____

Municipal Commissioner.

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FORM OF LEASE REFERRED TO IN THE AGREEMENT FORM.

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THIS INDENTURE made the _____

day of _____ in the Christian year One Thousand Nine Hundred
and _____ Between THE MUNICIPAL CORPORATION OF THE
CITY OF BOMBAY a Corporation constituted by the City of Bombay Municipal Act,
1888, (hereinafter referred to as "the Corporation" in which expression are included
unless such inclusion is inconsistent with the context their Successors and Assigns)
of the first part _____ Municipal Commissioner
for the City of Bombay (hereinafter referred to as "the Commissioner" in which
expression are included unless such inclusion is inconsistent with the context his Suc-
cessor or Successors for the time being holding the said Office of Municipal Commis-
sioner) of the second part and _____

_____ of _____ in the said
City _____ (hereinafter referred to as "the Lessee," in which expression
are included unless such inclusion is inconsistent with the context his Heirs Executors
Administrators and Assigns) of the third part Witnesseth that in pursuance of the
Agreement, dated the _____ day of _____ 19

(registered with the Sub-Registrar of Assurances at Bombay on the
day of _____ 19 under No. _____ at pages
to _____ Volume _____ of Additional Book No. 1) and made between

the Corporation of the first part the Commissioner of the second part and the Lessee
(hereinafter referred to as "the Tenant") of the third part and in consideration of the
money which have been expended in the erection of the buildings hereinafter mentioned
and lessee's covenants hereinafter reserved and contained THE COR-
PORATION DO HEREBY DEMISE AND THE COMMISSIONER pursuant to
the power that behalf conferred upon him by law DO TH HEREBY CONFIRM

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DO HEREBY DEMISE AND THE COMMISSIONER
DO TH HEREBY CONFIRM
Office Supt./Asst. Officer
Asst. Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

unto the Lessee All that piece of land containing an area of _____ square yards or thereabouts situate on and being Plot No. _____ of the _____ City and Island and Sub-Registration District of Bombay bounded on the _____ Estate of the Corporation in the _____

which piece of land forms portion of New Survey No. _____ Division and bears Cadastral Survey No. _____ and is with the dimensions and abuttals thereof delineated on the plan drawn hereon being thereon coloured _____

and surrounded by a red boundary line Together with the building thereon consisting of _____

WHICH said premises are now in the occupation of the Lessee or his under tenants and are assessed by the Assessor and Collector of Municipal Rates and Taxes under Ward No. _____ Street No. _____ But no

gallery or other projection from the said building over _____ aforesaid beyond the _____ boundary of the demised premises is included in this demise nor shall any such gallery or projection be regarded as appurtenant to the premises hereby demised Together with the right at all times hereafter during the continuance of this demise in common with all other persons who have or may hereafter have the like right to use the said service passage and the common sewer now or hereafter made or passing under or along the same for the purpose only of leading drains into such common sewer pursuant to the covenant in that behalf hereinafter contained doing thereby no unnecessary damage and making compensation for all damage thereby done But save as aforesaid no rights of way or other rights in along or over the said service passage are included in this demise And this demise is subject to all rights of way drainage and other easements which any person is entitled to over in or under the premises To hold unto the Lessee from the _____ day of _____ One Thousand Nine Hundred and _____ in perpetuity but determinable as hereinafter provided Paying therefor during the continuance of this demise the yearly rent of One Rupee to be paid in advance on the _____ day of _____ in each year And upon condition of the performance of the covenants on the part of the lessee hereinafter contained And the Lessee so as to bind his Assigns as well as himself and his Heirs Executors and Administrators DOTH HEREBY COVENANT with the Commissioner on behalf of the Corporation as follows :-

1. During the continuance of this demise to pay the rent hereinbefore reserved upon the day aforesaid And also to pay all rates taxes charges outgoings and assessments whatsoever which now are or may at any time hereafter during the continuance of this demise be charged on the demised premises or on the landlord or tenant of the same in respect thereof.

2. Not to use or permit to be used such portion of the land hereby demised as shall for the time being be unbuilt upon for any purpose whatsoever other than as a garden or open space without the previous consent in writing of the Commissioner AND not to place or store or permit to be placed or stored upon the land for the time being unbuilt upon or any part thereof any article or thing whatsoever which may interfere with the use of such land as a garden or open space PROVIDED ALWAYS that in the event of any dispute arising as to whether a placing or storing is an interference or not the decision of the City Engineer of the Corporation for the time being or of any other

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person for the time being authorised by the Corporation or the Commissioner to perform the functions of the City Engineer under these presents (all of whom are hereinafter referred to as "the City Engineer") shall be final.

3. Not to pull down add to or alter any buildings or other erections at any time on or projecting from the land hereby demised nor to erect any other erection or building on or projecting from the said land without the previous consent in writing of the Commissioner or the City Engineer.

4. To make maintain and keep in repair all drains sewers and gutters on and leading from the demised premises to the satisfaction of the Commissioner and to the like satisfaction to lead all such drains into the drain or sewer in the road or rear or service passage upon which the demised land abuts and at all times during the continuance of this demise to observe and conform to all such rules of the Corporation as may be in force and to all provisions relating to drains of the City of Bombay Municipal Act, 1888, and any legislative amendment or re-enactment thereof and the bye-laws and regulations thereunder for the time being in force AND to pay to the Corporation on demand the share which the City Engineer (whose decision shall be final) shall determine to be payable by the Lessee of the whole cost of construction maintenance and repair of the said drains or sewers in the rear or service passage throughout its length such share to bear the same proportion to the total cost as the area of the demised land shall bear to total area of the Plots of the Corporation abutting on the said service passage.

5. Not to make any excavation upon any part of the land hereby demised nor remove any stone sand gravel clay earth or other materials therefrom and not to prepare keep sell or deal in or permit or suffer to be prepared kept sold or dealt in liquor of any kind or toddy upon any part of the land hereby demised or in the buildings erections or structures for the time being upon the said land or any part thereof.

6. Whenever necessary well and substantially to uphold repair support pave cleanse paint (including all usual and necessary internal and except as to Porebunder stone-work external painting colour and white-washing) and amend all the buildings walls fences sanitary conveniences and improvements now or hereafter on or projecting from the demised land and in all respects keep the same respectively in good and substantial repair and condition AND to keep the open spaces now paved with stone which open spaces are indicated by the colour blue on the Plan drawn hereon paved with stone and drained to the satisfaction of the Commissioner or the City Engineer AND to keep the open spaces indicated by the colour green on the said Plan laid out and maintained yeild as a garden and drained to the like satisfaction AND peaceably to leave and yeild up the same respective premises so repaired and kept on the determination of this demise.

7. Once in every ten years during the continuance of this demise to treat all Porebunder stonework in the buildings for the time being on or projecting from the demised land with some colourless liquid stonie preservative approved by the City Engineer and to his satisfaction and not to colour paint or whitewash or permit to be coloured painted or whitewashed any Porebunder stone work for the time being on th demised premises or projections aforesaid.

8. Forthwith to remove or cause to be removed and not at any time after removal to erect fix place or display or permit to be erected fixed placed or displayed or to continue and be in upon or from any part of the demised premises or of the buidings or erections for the time being on or projecting from the demised land any advertisement or advertisement-board or sign or anything whatever in the nature of advertisement which shall have been specified in a written demand of the Commissioner or the City Engineer or of some other duly authorised Officer served on the Lessee requiring the removal of the same AND not to fix or place or permit to be fixed or placed any sunshades or weather-shades in upon or from any portion of the said buildings or erections or projections except such as are in accordance with a pattern to be approved by the City Engineer.

9. To permit the Commissioner and the City Engineer and other the Officers and workmen employed by the Corporation from time to time and at all reasonable times during the continuance of this demise to enter upon any part of the said premises to inspect the condition of the same PROVIDED NEVERTHELESS that the Commissioner shall give to the Lessee forty-eight hours previous notice of their or his intension so to do before making such entry and inspection.

TRUE COPY To permit the owners or occupiers of the adjoining properties to enter upon and upon the said premises hereby demised at all reasonable times during the continuance of this demise to enter upon any part of the said premises to inspect the condition of the same PROVIDED NEVERTHELESS that the Commissioner shall give to the Lessee forty-eight hours previous notice of their or his intension so to do before making such entry and inspection.

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Municipal Commissioner
Estate Deptt.
Municipal Corporation of
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hours during the day time for the purpose of erecting scaffoldings on the land hereby demised for carrying out and completing such repairs and other works as the said owners or occupiers may be required by the City Engineer to execute on their properties provided the Lessee shall have received except in very urgent cases at least forty-eight hours previous notice from the owners or occupiers of such adjoining properties liable to carry out such works of their intention to enter and erect scaffoldings before making such entry.

11. To pay to the Corporation on demand the share which the City Engineer (whose decision shall be final) shall determine to be payable by the Lessee of the cost of erecting repairing restoring and reinstating any enclosing party or other wall or fence for the time being common to the demised premises and _____
and to the demised premises and _____

12. To use the _____

only AND not to use the said premises or any part thereof or permit the same to be used for any business trade occupation or purpose whatsoever other than as aforesaid without the previous consent in writing of the Commissioner and not at any time to permit stables factories workshops or work-places on the demised land AND in particular not to use the demised premises or any part thereof as a refreshment room booth or shop for sale for consumption either on or off the demised premises of intoxicating liquor or toddy or (except by any holder of a chemist's or dispensary license from the Excise Department) of opium ganja bhang or other intoxicating drugs whether such liquor toddy opium ganja bhang or other drugs be country or foreign and whether the sale be by retail or wholesale AND not to do or suffer to be done on the said premises anything which may be or become noisome injurious or offensive to the Corporation or the owners or occupiers of this or any other property in the neighbourhood.

13. So often as the said premises or any part thereof shall by assignment or transfer or by death or by operation of law or otherwise howsoever become assigned or transferred for the estate in perpetuity hereby granted to cause every deed or instrument of assignment or transfer and every Probate of a Will or Letters of Administration Decree Order Certificate or other document effecting or evidencing the assignment or transfer to be left within a period of four calendar months after the date of such document and for seven days at least at the Office of the Corporation for the purpose of registration in the Estate Registers of the Corporation PROVIDED ALWAYS that the time occupied in registering any document with the Sub-Registrar of Assurances shall not be included in computing the period aforesaid AND in case the Commissioner shall deem it necessary or advisable to take legal advice as to any such assignment or other document on demand to pay to the Corporation all costs which the Commissioner may incur in and about the obtaining of such advice as aforesaid.

14. To indemnify and to keep indemnified the Corporation and the Commissioner or either of them against all claims demands Suits Decrees or Awards which may be made brought or passed against the Corporation and the Commissioner or either of them in respect of any interference by the buildings erected for the time being on or projecting from the demised premises with any easements or amenities appertaining to the property of any person or persons adjoining or adjacent to the said demised premises.

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows :-

(1) If and whenever there shall be a breach of any of the conditions or of the covenants on the part of the Lessee herein contained the Corporation may re-enter upon the said premises or any part of the said premises in the name of the whole and immediately thereupon this demise and all rights of the Lessee hereunder shall absolutely determine.

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(2) In all cases where the consent of the Commissioner or the City Engineer is required to any alteration of or addition to the buildings or other erections on or projecting from the demised land or to any variation of user of any portion thereof such consent may be given upon the terms of payment by the Lessee of any fine or premium or otherwise as may be agreed between the parties.

(3) Any notice to be given to the Lessee under the terms of these presents or in connection with the demised land shall be considered as duly served if the same shall have been delivered to left for or posted addressed to the Lessee or the Agent of the Lessee or any one of the persons (should such persons be more than one) to whom such notice should otherwise be given at the usual or last known place of residence or business in Bombay of the person served or on or at any part of the demised land or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the demised land.

(4) The following Rules mentioned in Section 108 of the Transfer of Property Act, 1882, shall not apply to the rights and liabilities under these presents of the Corporation and the Lessee respectively namely Rules (a), (b), (c), (e), (f), (g), (h), (m), (o) and (p).

(5) Notwithstanding anything contained in Rule (j) of Section 108 of the Transfer of Property Act, 1882, the said

_____ upon any assignment or transfer of the demised premises being effected or happening (other than a transfer by way of sub-lease) and provided always that the conditions and the covenants in that behalf hereinbefore contained have been duly observed and performed by the Lessee shall cease to be subject to any of the liabilities attaching to the covenants on the part of the Lessee hereinbefore contained and accruing after the date of such assignment or transfer.

(6) Nothing herein contained shall prevent the Corporation or their lessees or tenants from erecting buildings close to or adjoining the boundary of the land hereby demised (except where the same abuts on any road or street) and that although such buildings may as to the demised premises obstruct light or air.

And THE COMMISSIONER on behalf of the Corporation DOETH HEREBY COVENANT with the Lessee that the Lessee paying the rent hereby reserved and performing and observing all the covenants and agreements hereinbefore contained or referred to may hold and enjoy the said premises during the continuance of this demise without any interruption by the Corporation or any person claiming under them. IN WITNESS, &c.

TRUE COPY
[Signature]
Office Supdt. / Admin. Officer
Asst. Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

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Dated the _____ day of _____ 19 _____

THE MUNICIPAL CORPORATION
OF THE CITY OF BOMBAY.

Scheme 6, Scorn Matunga Estate.

PLOTS Nos. 277 to 297 (West)

APPLICATION by _____

*For Agreement for Building Lease with
Forms of Agreement and Lease annexed.*

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Office
June
G

121/2968-1561

BOMBAY MUNICIPALITY.

(IMPROVEMENTS).

19

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SION MATUNGA, SEWER WADALA ESTATE.

BUILDING RULES.

Estate.

(West)

I hereby acknowledge that I have received a copy of the within Building rules.

W. G. ...
The New Sion Co-op. Housing Society Ltd.

Naigianan ...
Chairman

The New ... Society Ltd.

Plot No. 217 to 219
The New Sion Co-op. Housing Society Ltd.

Scheme G, Sion Matunga Estate.

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10/15/10
Off. Secy. / Admin. Officer
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

BOMBAY MUNICIPALITY.
(IMPROVEMENTS)

BUILDING RULES.

1. The Plans to be submitted to the City Engineer for the approval of the Corporation shall comprise:
 - (1) A Block Plan showing the situation and general arrangement of the building or buildings.
 - (2) General elevations of all four faces of the main building.
 - (3) Plans, sections and elevations showing in detail the intended construction of the building or buildings.
 - (4) General drainage plan.
 - (5) Such other plans as the Engineer may consider necessary to enable him to advise the Corporation as to the acceptance of the designs.
2. All materials to be used in the building must be good and sound and must be so certified by the approved Architect of the Tenant with liberty nevertheless to the City Engineer to examine the same and reject any materials found by him to be unsound and all timber shall be of good teak only or such other good timber as shall be sanctioned by the City Engineer.
3. All ornamental details required in the design shall be of substantial material; mouldings, if any, to be of stone, terracotta or moulded brick.
4. In all cases the plinths shall be constructed of masonry khanki faced with blue or yellow basalt stone.
5. Bricks shall be of English pattern, table-moulded, well burnt and of approved quality and shall be capable of withstanding a pressure of not less than 450 lbs. per square inch without cracking or crushing.
6. No brick or stone shall be painted or white-washed on outside faces, but when required to be treated, a preservative, such as Szezelmey's or other approved colourless stone fluid, shall be applied.
7. The thickness of the walls and the dimensions of beams, girders, joists, posts and other part of the structure shall be in accordance with the Municipal Bye-laws in force for the time being and shall be further subject to the approval of the City Engineer as regards their sufficiency.
8. The following rules as to building, unless removed or modified by the special consent of the Corporation in writing (the right of the Corporation either to refuse or give such consent being expressly reserved), apply to the plots as follows:
 - (a) Each Plot shall be enclosed by a brick wall not exceeding five feet in height extending along the back and by a dwarf wall and railing extending along the two sides and the front, the height and design in all cases to be approved by the Engineer. Where the said walls are common to two Plots, their cost will be shared between the Tenants of such Plots as the City Engineer, whose decision shall be final, shall determine.
 - (b) Nothing except the enclosing walls, as provided in the last preceding clause, is to be built, nor is anything, except such reasonable weather shades as may be approved of by the Corporation to be projected over any area beyond the boundary lines, delimiting the building area, marked on the plan attached to the agreement.

15. Every room intended to be inhabited, including cook room, must be provided for purposes of ventilation with doors or windows which open directly into the external air and have an aggregate opening equal to not less than one-twentieth of the useful floor area of the floor of the room and of such opening the window or windows shall not be less than one-fiftieth of the said floor area. The area of window opening is to be calculated clear of the framing.

16. No room other than a bath-room, water-closet, privy, latrine or urinal shall be placed over a water-closet, latrine or urinal.

RULES AS TO NHANIS.

17. Nhandis will be allowed only in living rooms not less in area than 144 square feet and in kitchens not less in area than 180 square feet planned to be used solely as kitchens in conjunction with living rooms; the Plane Committee will decide whether a room is likely to be used solely as a kitchen:

- (i) a window with fixed venetians must be provided to ventilate the nhani, opening directly on to the external air, or the nhani be placed sufficiently near a door communicating directly with the external air;
- (ii) no cement nhani will be allowed in kitchens or other rooms;
- (iii) the floor of the nhani must be of large slabs of polished hard stone or white or red glazed tiles not less in size than 6" x 6" and laid in cement;
- (iv) the walls must be of:—
 - (a) marble slabs not less than 12" x 12" in size,
 - (b) white or red glazed tiles not less in size than 6" x 6", or
 - (c) polished stone slabs not less than 12" square; the whole to be set in cement mortar;
- (v) downtake pipes to kitchen nhani be 4" in diameter to carry away the ashes used in cleaning kitchen utensils.

LIGHT AND VENTILATION.

18. Every Builder shall provide the building with adequate means of access for external air on its rear side and shall provide every room intended for human habitation with adequate means of access for external light to the satisfaction of the Corporation, who will ordinarily be guided by the following rules:—

- (1) The plane lying between the ground behind a building and the 2 straight lines drawn from the extremities of the line of inter-section of the outer surface of any rear wall of the building with the roof perpendicular to that line and at an angle of $63\frac{1}{2}^\circ$ to the horizon is for the purposes of these rules described as a "rear air plane."

Note.—The $63\frac{1}{2}^\circ$ angle has a tangent of 2:1; so the air plane always reaches the ground at a distance from the exterior wall equal to half the height of the wall above the level of that ground.

Ordinarily every wall on the side of a building opposite to the side which abuts on a street or, in case the building abuts on more streets than one, the side opposite to the side which has the longest frontage on a street is to be taken to be a rear wall for the purposes of these rules.

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Asst. Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.

- (4) A room is deemed adequately provided with access for external light for the purposes of this section if the air space vertically above its light plane is a permanently open air space.
- (5) An air space is deemed to be permanently open if—
 - (i) it is encroached upon by no structure of any kind, and
 - (ii) its freedom from such encroachment in future is assured either by law or by a Municipal Corporation or by the fact that the ground below it is a street or is appropriated as a permanent open space or otherwise.
- (6) There shall be not less than 20' between buildings abutting on a common rear open space or less than 10' between buildings abutting on a common side open space.
- 17. Such of the open spaces as may be directed by the City Engineer shall be reserved and the remaining open spaces shall be laid out as a garden or otherwise levelled, sanded, rolled, sanded and compacted to the satisfaction of the City Engineer.

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Handwritten initials and date: 1/10/10

Office Supt./Admn. Officer
Asstt. Commissioner
Estate Deptt.
Municipal Corporation of
Greater Mumbai.