



20 JUL 1983

AFFIDAVIT

I, Shri Jivraj Purushottam Rajgor, Hindu Inhabitant, aged about 70 years, presently residing at Vora Building, Daulat Nagar, Road No.8, Borivli (East) Bombay - 400 066 do hereby solemnly affirm and state as under :

1. That I am tenant in respect of the premises at Vora Building, Daulat Nagar, Road No.8, Borivli (East), Bombay - 400 066.
2. That I have two sons and one daughter namely
 - (1) Ratilal Jivraj Rajgor, aged 39 years,
 - (2) Umiyashankar Jivraj Rajgor, aged 32 years, and
 - (3) Shrimati Vijayaben Vrajlal Thakar, aged 36 years.
3. That my son Ratilal Jivraj Rajgor is residing with me in the above mentioned premises, whereas my son Umiyashankar Jivraj Rajgor is residing separately since 1st March, 1982.

4. That on my death, my son Ratilal Jivraj Rajgor, who is residing with me shall be exclusively entitled to all right, title and interest in the above mentioned premises.

Solemnly affirmed, the aforesaid,)
by the within named Shri Jivraj)
Purushottam Rajgor on this 15th)
day of July, 1983 at Borivli)
Aeg.

[Handwritten signature]
[Handwritten signature]

Before me,

Explained and identified by me,

[Handwritten signature]

Advocate, High Court.

[Handwritten signature]
[Handwritten signature]



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1. Smt. Manekben J. Rajyagor
2. Shri Umiyashanker J. Rajyagor
3. Mrs. Vijayaben V. Thakker,
Block No.5, Vora House, 4th fr,
Daulat Nagar Road No.8,
Borivli(E), Bombay-400 066,
Dated: 27th February, 1992.

To

Smt. Karnadaben Vitthaldas Vora,
Landlady of Vora House, Daulat Nagar
Road No.8, Borivli(E), Bombay-66.

Madam,

Re: Transfer of tenancy of Block No.5, situate on
4th floor of Building Vora House, in the name of
Shri Ratilal Jivraj Rajyagor.

We the following legal heirs of late Shri Jivraj P.
Rajyagor, say that, we have no objection to transfer the
tenancy of the Block No.5, at the above address in the name
of Shri Ratilal J. Rajyagor.

<u>Sr.No.</u>	<u>Name</u>	<u>Relation of Original Tenant</u>	<u>Signature</u>
1.	Smt. Manekben J. Rajyagor	wife	
2.	Shri Umiyashanker J. Rajyagor	son	
3.	Smt. Vijayaben V. Thakker	Daughter	<i>(Handwritten signature)</i>

(Handwritten signature)

both adults Indian Inhabitants residing at Flat No. 5, Fifth floor, Vora House, Daulat Nagar
Borivali (East) Mumbai 400 066, hereinafter called "THE TENANTS" (which

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J1001-P85289
AUG 02 2007



FOR PERMANENT ACCOMMODATION

THIS AGREEMENT FOR PERMANENT ACCOMMODATION is made and executed at Mumbai this 3rd day of August 2007.

BETWEEN

MR. DHANISH JITENDRA SHAH, adult Indian Inhabitant, residing at Flat No. 8, 3rd floor, Babulnath View Building, 7 Babulnath Road, Mumbai 400 007, hereinafter referred to "THE OWNER" (which expression shall unless it be repugnant to the context or thereof shall mean and include his heirs and legal representatives) of the ONE PART.

AND

JIVRAJ PURSHOTAM RAJYAGOR and (2) **RATILAL JIVRAJ RAJYAGOR** both adults Indian Inhabitants residing at Flat No. 5, Fifth floor, Vora House, Daulat Nagar, Borivali (East) Mumbai 400 066, hereinafter called "THE TENANTS" (which

Citizen Credit Co-op. Bank Ltd.,
Dr. Antonio D'Silva School,
Annexe S.K. Bole Road Dadar (W)
Mumbai-400 028.
D-5/ST/IV/C.R. 1009/04/2905/1310-13

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(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors, administrators and assigns) of the **OTHER PART** :

WHEREAS:

- (i) By conveyance dated 18th day of May, 2007, and duly registered with the office of Sub-Registrar, Borivali at Serial No. 4205/2007, SURENDRA VITHALDAS VORA and others, therein described as "The Vendors", in favour of the Owner herein, said Surendra Vithaldas Vora and others conveyed and transferred all their right, title and interest in the property bearing Plot No.107 of Daulatnagar Scheme, being portion of Survey No.117 of Village Eksar, Taluka Borivli, now bearing City Survey No.2601 within the Registration District of Bombay Suburban, then situated within the Registration District and Sub-District of Thane admeasuring 500 sq. yards i.e. 417.90 Sq. Mtrs. or thereabout, together with the structures standing thereon, situate at Daulat Nagar, Borivli (East), Mumbai 400 066 and more particularly described in the Schedule hereunder and hereinafter referred to as "THE SAID PROPERTY".
- (ii) As Owner of the said property Mr. Dhanish Jitendra Shah contemplate to develop the said property by demolishing the existing structures and constructing a new building thereon in accordance with plans and specifications as approved by Brihan Mumbai Municipal Corporation, hereinafter shortly referred to as "B.M.C."



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- (iii) The Tenants are lawful monthly Tenants residing and occupying the tenement being Flat No. 5 on the Fourth floor admeasuring about 247 sq. ft. carpet area in the property known as "VORA House" in the said property since long and paying a monthly rent of Rs.120/- inclusive of taxes and water charges etc. for the said tenements. The said flat is used by the Tenants for residence for themselves and members of their family. The relevant rent receipts, electric and telephone bills are annexed hereto and marked as Annexure 1 (collectively). The Owner has recognized and admitted the said Tenants as his lawful monthly Tenants.
- (iv) The owner is in the process of reconstruction and redevelopment of the said property and have proposed to the Tenants of the said existing structure for re-development of the said property by demolishing the said existing structure and by constructing a new multistoried building on the said property in accordance with the plans to be sanctioned by the Municipal Corporation, Mumbai;
- (v) The Tenants have, subject to what is stated herein, consented to the Developers redeveloping the said property;
- (vi) After negotiations, the parties herein have arrived at an agreement whereby the Developers have agreed to provide to the Tenants permanent alternate accommodation in the new building to be reconstructed on the said property, Free of cost, on ownership basis in lieu of the Tenants surrendering his/her tenancy rights, in respect



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of the said Tenanted premises and the Tenants have agreed to take from the Owner a self contained residential flat admeasuring _____ sq. ft. carpet area (wall to wall inside) on the terms and conditions mutually agreed between the parties hereto as hereinafter appearing;

**NOW THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1. The parties agree that the recitals recorded in these presents shall form integral part of this Agreement, as if the same are set out in the body of this Agreement and both the parties deemed to have recorded, repeated and confirmed the recitals recorded herein above.
2. The Tenants hereby declare and confirm that they are legal monthly Tenants in respect of flat bearing No. 5 on the Fourth floor, admeasuring 247 sq. ft. carpet area of the building known as Vora House on the said property and pays a monthly rent of Rs.120/- (Rupees One hundred Twenty only) in respect thereof. The Tenants also declare that the said Old flat has been in their exclusive use, occupation and possession and the same is being used and utilized by the Tenants for the purpose of residence.
3. The Owner hereby agree to provide the Tenants above-named a Flat on the 3rd floor, admeasuring 247 sq. ft.

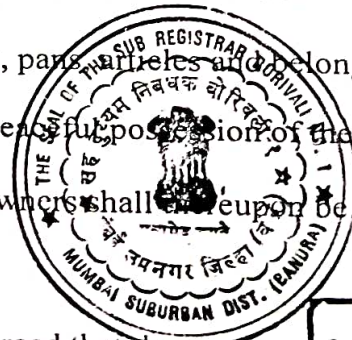


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DR R-J. Rajyagor

carpet area in the proposed new building to be constructed on the said property on ownership basis, in lieu of the Tenanted premises, which is shown in the copies of the tentative plan which is annexed herewith as Annexure-2 by red colour boundary lines free of any cost. The said new flat shall be on 'Ownership Basis' and is hereinafter referred to as 'THE SAID FLAT'. That the said flat shall have similar amenities as per the list annexed hereto and marked as Annexure " 3 ". The Tenants do hereby agree to accept the said New Flat as and by way of permanent alternative accommodation on ownership basis free of cost in lieu of their surrendering the said old tenement to the Owner.

4. It is agreed that after issue of IOD the Owners shall intimate the same in writing to the Tenants and after receipt of such letter, the Tenants shall vacate the Tenanted premises within ___ days from the receipt of the said letter. The Tenants shall shift with all their goods, pots, pans, articles and belongings and shall deliver vacant and peaceful possession of the said old flat to the Owners. The Owners shall be entitled to demolish the said old flat.
5. The owner has specifically agreed that the tenancy of the Tenants purchaser shall not come to an end until the possession of the agreed flat in the proposed new building is handed over to the Tenants Purchaser.



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27. The Owner shall not sell, transfer and assign the said new flat in favour of any party or person and shall hand over the possession of the said flat only to the Tenants herein.
28. The parties hereto hereby agree to sign and execute all such further and other deeds and documents and writings as may be necessary for further development and more perfectly giving effect to what is stated and intended herein above.
29. This agreement shall be registered at the Office of the Sub-Registrar, having jurisdiction and the necessary duty and registration charges along with such incidental charges expenses shall be borne and paid by the Owner and owner will be solely liable and responsible for the same.



SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

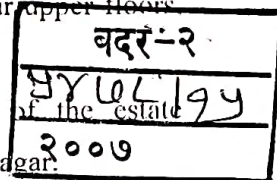
ALL THAT piece or parcel of land or ground being Plot No.107 of Daulatnagar bearing City Survey No.2601 situated in Village Eksar, in the Registration Sub-District of Bandra, District Bombay Suburban admeasuring 500 sq. yards i.e. 417.90 Sq. Mtrs. (as per Property Register Card the area is 431.2 sq. mts.) or thereabout with building standing thereon known as Vora House comprised of ground and four upper floors Municipal No.239 and bounded as follows:

- On or towards the north ... by Plot No. 109 known as Daulat Nagar
- On or towards the South ... by Plot No.105 of the said estate.
- On or towards the East ... by Plot No.144 of the said estate and
- On or towards the West ... by Road No.8 of the said estate.

The building was constructed in or about the year 1982 and has no lift.

DS

R-J. Rajyagor



SIGNED SEALED AND DELIVERED]

By the within-named ' OWNER']

DHANISH JITENDRA SHAH]

D. Shah

In the presence of.....]

Witnesses :

[1] *[Signature]*

[2] *[Signature]*

SIGNED SEALED AND DELIVERED]

By the within-named ' TENANT']

JIVRAJ PURSHOTAM.

[1] - RAJYAGOR]

[2] RATILAL JIVRAJ RAJYAGOR]

R. J. Rajyagor

In the presence of.....]

Witnesses :

[1] *[Signature]*

[2] *[Signature]*



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08/08/2007
12:06:00 pm

दुय्यम निबंधकः
बोरीवली 1 (मालाड)





दस्त गोषवारा भाग-1

वदर2

दस्त क्र 5478/2007

दस्त क्रमांक : 5478/2007

दस्ताचा प्रकार : करारनामा

क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा उसा
1	नाम - जिवराज पुनर्धातम राजगौर हे मघत लके पत्ता - जिवराज भण्णुन रतिनाथ जिवराज राजगौर पत्ता घर/फ्लॅट नं. 5 पाचवा मजला मल्की/रस्ता - वीरत नगर ईमारतीचे नाव - वीर हाऊस ईमारत नं. - 1	तिहून घेणार वय 64 सही R. J. Rajgaur	 51564 - 170317	
2	नाम - डी जे शहा - पत्ता - घर/फ्लॅट नं. 8 विसरा मजला मल्की/रस्ता - ईमारतीचे नाव - काकुननाथ श्या ईमारत नं. - पेट/दस्तावत - शहर/गाव - मु जानुका - दिनांक - ईम पत्ता -	तिहून घेणार वय 29 सही D. J. L	 51564 - 170317	

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