

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 bearing Plot No.107 of Daulatnagar Scheme, being part of Survey No.117 of Village Eksar, Taluka Borivali, City Survey No.2601 within the Registration District of 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 written 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. 6 on the Fourth floor admeasuring about 380 sq. ft. carpet area in the property known as "VORA House" in the said property since long and paying a monthly rent of Rs.300/- inclusive of taxes and water charges etc. for the said tenements. The said flat is used by the said 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 of Greater Mumbai;
- (v) The Tenants have, subject to what is stated herein, agreed and 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 a 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 their tenancy rights.



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the said tenanted premises and the Tenants have agreed to take from the Owner a self contained residential flat admeasuring 380 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:**

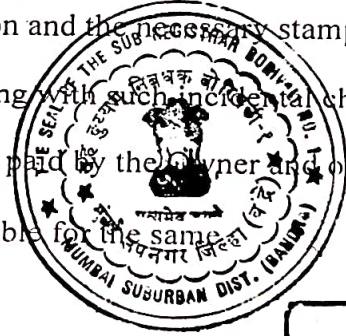
1. The parties agree that the recitals recorded in these presents shall form integral part of this Agreement, as if the same are set out in the body of this Agreement and both the parties deemed to have recorded, repeated and confirmed the recitals recorded herein above.
2. The tenants hereby declares and confirms that they are legal monthly tenant in respect of flat bearing No. 6 on the Fourth floor, admeasuring 380 sq. ft. carpet area of the building known as Vora House on the said property and pays a monthly rent of Rs.300/- (Rupees Three hundred only) in respect thereof. The tenants also declare that the old flat has been in his 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 380 sq. ft. carpet area in the proposed new building to be constructed on



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R. J. Rajyagaz

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 tenant 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 stamp 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.



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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 of the estate 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

R. J. Rajyagor

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.

SIGNED SEALED AND DELIVERED]

By the within-named ' OWNER']

DHANISH JITENDRA SHAH]

In the presence of.....]

Witnesses :

[1]

[2]



SIGNED SEALED AND DELIVERED]

By the within-named ' TENANT']

[1] SMT. DAMAYANTI RATILAL RAJYAGOR]

[2] RATILAL JIVRAJ RAJYAGOR]

In the presence of.....]

Witnesses :

[1]

[2]

R. J. Rajyagor

Being Des. 10000 through her }
husband }

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PH - 52

MUNICIPAL CORPORATION OF GREATER MUMBAI

बृहन्मुंबई महानगरपालिका
सार्वजनिक आरोग्यकायदे
Public Health Department
समुदाय क्र. १० FORM NO 10

(महाराष्ट्र जन्म-मृत्यु नोंदणी विध्यावली, १९६९, नियम ९ कृपया पहावा)
(See Rule 9 of the Maharashtra Registration of Births & Deaths Rules, 1976)

**मृत्यु नोंदणी प्रमाणपत्र
CERTIFICATE OF DEATH**

जन्म-मृत्यु नोंदणी अधिनियम १९६९, कलम १२/१७ च्या अनुरोधाने
Issued under section 12/17 of the Registration of Births and Deaths Acts, 1969.

येतो वी, स्त्री वगूद केवेली माहीती बृहन्मुंबई महानगर पालिकेच्या विभागाच्या मूळ
आहे, certify that the following information has been taken from the original record of
in register for RC ward of Municipal Corporation of Greater Mumbai.

DAMAYANTIBEN R RAJYGOR

INDIAN

लिंग
Sex FEMALE

पता
VORA HOUSE FLAT NO 6 DAULAT
NAGAR RD NO 8 BORIVALI E
MUMBAI

400086

नोंदणीपुस्तक अंक
Registration No.

983

16.04.2000

15.05.2000

ठिकाण

NAVANEET HOSP

माये नांव

Mother/Husband

RATIBHAI JIVRAJ RAJYGOR



DR. S. H. HEMDEV
M.B.B.S.

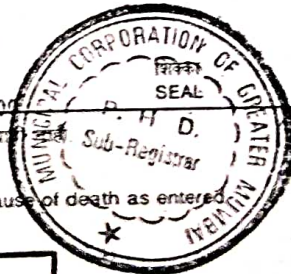
Medical Officer of Health

Sub Registrar of Greater Mumbai

दिनांक

Date

19.05.2000



यावयाच्या दाखल्यात संबंधीत पुस्तकात नोंदलेल्या मृत्युविषयक कारणांची माहिती नोंद दाखवण्याची (१) ची तरतूद पहावी

In case of death, no disclosure shall be made of particulars regarding the cause of death as entered in register. See provision to Sub-section 17 (1).

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संख्या क्रमांक
RC-12-0475-00-2-0000
7095

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२००७
471002000000007095200610

दस्त गोपवारा भाग - 2

घदर-2

दस्ता क्रमांक (5180/2007)

दस्ता क्र. [घदर-2-5180-2007] चा गोपवारा
भाजार-मुल्य : 172000 मोबदला 1 भरलेले मुदोक शुल्क : 3610

पत्राची क्र. 5047 दिनांक 27/07/2007
पत्राचीचे वर्ग
नाव राजीव रवीशंकर जोशी

दस्ता हजर केल्याचा दिनांक : 27/07/2007 12:23 PM
विधादनाचा दिनांक : 27/07/2007
दस्ता हजर करणा-याची राहणी :

2170 बंदणी फी
700 नक्कल (अ. 11(1)), पुस्तक
(अ. 11(2)),
रुजवत (अ. 12) व धावविज्ञाप (अ. 12)
एकत्रित फी

R. J. Rajyog

2870 एकूण

दस्ताचा प्रकार : 25) करारनामा
शेकडा क्र. 1 ची वेळ : (सादरीकरण) 27/07/2007 12:23 PM
शेकडा क्र. 2 ची वेळ : (फ्री) 27/07/2007 12:28 PM
शेकडा क्र. 3 ची वेळ : (कबुली) 27/07/2007 12:29 PM
शेकडा क्र. 4 ची वेळ : (ओळख) 27/07/2007 12:29 PM

दस्ता नोंद केल्याचा दिनांक : 27/07/2007 12:29 PM

सह. दु. निबंधकारी मंडळी, पोरीवडी-1, (मातंग)
मुंबई उपनगर, जिल्हा.

ओळख :
वालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशा ओळखतात,
त्यांची ओळख पटविताने.

) विनय फडणीस - - , घर/फ्लॅट नं: 170

जिल्हा/रस्ता: -

भारतीयचे नाव: हिंदू कॉलनी

भारत नं: -

ठ/वसाहत: -

शहर/गाव: दादर

जालुका: -

पेन: -

) प्रेम सिंग - - , घर/फ्लॅट नं: दरीलप्रमाणे

जिल्हा/रस्ता: -

भारतीयचे नाव: -

भारत नं: -

ठ/वसाहत: -

शहर/गाव: -

जालुका: -

पेन: -

घदर-2	
4900	37
2007	

प्रमाणित करण्याची फी, या
दस्तासभे रक्कम 37 पावे सादेल.

सह दुय्यम निबंधकारी मंडळी क. 1,
मुंबई उपनगर, जिल्हा.

द. निबंधकारी मंडळी
दुय्यम निबंधकारी मंडळी-1,
मुंबई उपनगर, जिल्हा.



घदर... 2/ 4900/2007

पुस्तक क्रमांक 1, घदर 2

नोंदला. 26/07/07

दिनांक :

सह दुय्यम निबंधकारी मंडळी क. 1,
मुंबई उपनगर, जिल्हा.