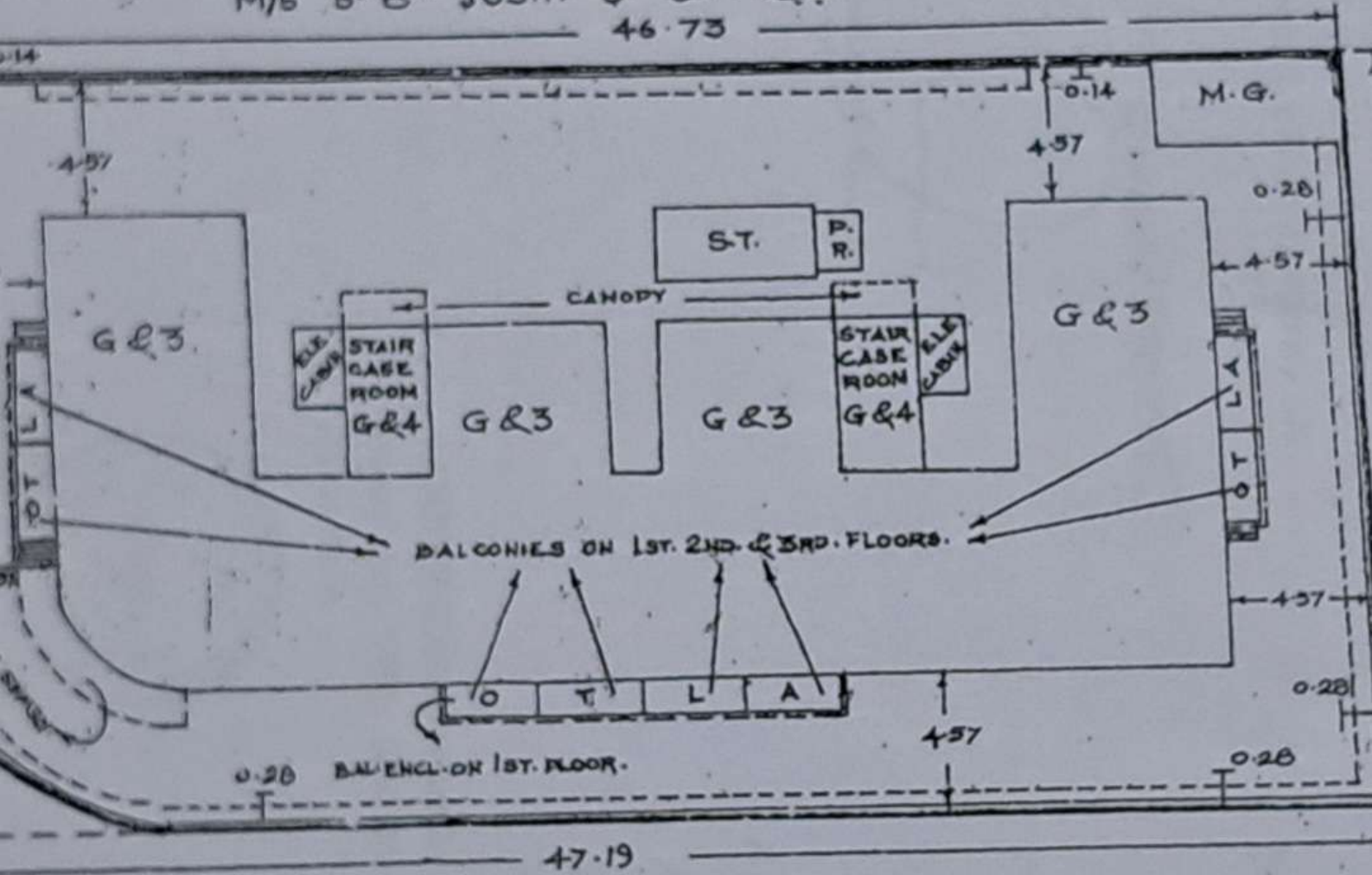


D W A R A K A

OCCUPATION CERTIFICATE

PLOT NO. 115 (EAST)  
 AGREED TO BE LEASED TO  
 M/S S. B. JOSHI & CO. LTD.  
 46.73



DOSHI GARDEN

1) *J. Solanki*  
*Li*

Registered at the office of the  
Sub-Registrar of Bombay  
between the houses of 12 Wood St  
and 1 P. N. on the 5<sup>th</sup> April  
1980

Amount paid for :-  
Registration Rs. 200/-  
Postage paid on  
original .. 10/-  
Total Rs. 210/-  
Sub-Registrar

For The Paramount Co-operative Housing Society Ltd.

*[Signature]*  
Secretary.

*[Signature]*  
Chairman / Treasurer.

*[Signature]*  
Sub-Registrar of Bombay

A. No. 772/26175

No. 539/79/2212  
General Stamp Office,  
Bombay, - 31/8/1979

CERTIFIED under section 32, clause (2) of the Bombay  
Stamp Act, 1958, that this instrument is exempt from  
stamp duty.



*[Signature]*  
Collector.

THIS INDENTURE made the Ninth  
day of January in the Christian year One Thousand  
Nine Hundred and eighty BETWEEN THE MUNICIPAL  
CORPORATION OF GREATER BOMBAY a Corporation constituted by  
the Bombay Municipal Corporation Act, (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 BAPU  
KALLAPPA CHAUGULE the Municipal Commissioner for Greater  
Bombay (hereinafter referred to as "the Commissioner" in

*[Handwritten initials]*

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such expression are included unless such inclusion is inconsistent with the context his Successor or Successors or the time being holding the said office of Municipal Commissioner) of the second part and The Paramount Co-operative Housing Society Limited, a Society registered under the Bombay Co-operative Societies Act VII of 1925 (hereinafter referred to as "the Lessee" in which expression are included unless such inclusion is inconsistent with the context its Successors and Assigns) of the third part WHEREAS by an Agreement contained in a proposal made in writing by S. V. Pandit and an acceptance thereof by the Corporation under the hand of the Commissioner on the 6th December 1940 the said S. V. Pandit became entitled to enter upon Plot No. 116 of the Slon Matunga (East) estate of the Corporation for the purpose only of erecting buildings thereon as in the said agreement provided and hereafter to the grant of a lease to himself or to his nominee or nominees in respect of the said plot together with the building erected thereon on the terms and conditions in the said agreement contained or referred to AND WHEREAS possession of the said plot was given by the Corporation to the said S. V. Pandit on the 12th July 1941 AND WHEREAS the said S. V. Pandit requested the Corporation to prepare the agreement for building lease in respect of the said plot in the name of himself and his brother Mr. V. V. Pandit which the Corporation agreed to do AND WHEREAS the said S. V. Pandit and V. V. Pandit requested the Corporation to transfer the agreement for building lease in respect of the said plot in

the name of Bhalchandra S. Pandit, Sharadchandra S. Pandit, Arvind V. Pandit and Sureshchandra V. Pandit which the Corporation agreed to do AND WHEREAS by an Agreement contained in proposal made in writing by Bhalchandra S. Pandit, Sharadchandra S. Pandit, Arvind V. Pandit and Sureshchandra V. Pandit and an acceptance thereof by the Corporation under the hand of the Commissioner on the 4th January 1955 the said Bhalchandra S. Pandit and others became entitled to the grant of a lease to themselves or to their nominee or nominees in respect of the said plot together with the building erected thereon on the terms and conditions in the said agreement contained or referred to AND WHEREAS by permitted Deed of Assignment dated 27th March 1961 made between (1) Bhalchandra Siddheshwar Pandit (2) Sharadchandra Siddheshwar Pandit (3) Arvind Vasant Pandit and (4) Suresh Vasant Pandit of the one part and the Lessee of the other part and registered with the Sub-Registrar of Assurances at Bombay on the 27<sup>th</sup> day of MARCH, 1961 under No. 2077 of 1961 of Book No. I the interest under and the benefit of the said Bhalchandra Siddheshwar Pandit and others in the said agreement to lease together with the right to take up the lease to be granted pursuant thereto were for the consideration therein mentioned assigned to the said lessee. AND WHEREAS the building on the said plot was completed in accordance with the building rules and bye-laws for the time being in force NOW THIS INDENTURE WITNESSETH that pursuant to the hereinbefore recited agreement varied as aforesaid and in consideration of the sums of

*Handwritten initials*

Rupees Twentysix (Rs.26/-) Rupees Five Hundred Sixty nine and Paise twenty<sup>five</sup> (Rs.569.25) and Rupees One Hundred Sixty two (Rs.162/-) and Rupees one hundred seventy eight (Rs.178/-) also paid by the Lessee to the Corporation before the execution of these presents (the receipt whereof is hereby acknowledged) as and by way of fees for gallery projections on 1st, 2nd and 3rd floors, fees for rawas projections on 1st, 2nd and 3rd floors fees for otla projections and extra premium for Terrace Projection respectively and in consideration of the moneys which have been expended in the erection of the buildings hereinafter mentioned and of the rent and lessee's covenants hereinafter reserved and contained

THE CORPORATION DO HEREBY DEMISE AND THE COMMISSIONER pursuant to the powers in that behalf conferred upon him by law DOETH HEREBY CONFIRM unto the Lessee ALL THAT piece of land containing an area of one thousand one hundred twenty seven decimal ten (1127.10) sq.meters i.e. one thousand three hundred forty eight (1348) square yards or thereabouts on and being Plot No.116 of the Sion Matunga (East) Estate of the Corporation in the registration District and Sub-District of Bombay City and Bombay Suburban bounded on the North by Plot No.115 of this Estate agreed to be leased to M/s. S. B. Joshi & Co. Ltd. on the East by Koliwada Station (C. R. Harbour Branch) Guru Tejbahadura Singh Nagar, on the south by Doshi Garden and on the West by 18.29 meters wide Road No.29 which piece of land bears Cadastral Survey No. 416/6 of Sion Division and is with the dimensions and

and abuttals thereof delineated on the plan hereto annexed being thereon coloured Pink blue and Green and surrounded by a red boundary line TOGETHER with the buildings thereon consisting of a main building consisting of a ground floor and three upper floors with two staircase rooms eight otlas two electric cabins and one outbuilding (marked M.G. on the plan) of a ground floor and storage tank and pump room in the compulsory open space WHICH said premises are now in the occupation of the Lessee or its under tenants and are assessed by the Assessor and Collector of Municipal Rates and Taxes under F Ward Nos. 5640, 5641, 5642(1) Street Nos. 1881 and 2883 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 <sup>Twelfth day</sup> ~~Twelfth~~ of July One Thousand Nine Hundred and Forty one for the term of Nine Hundred and Ninety nine <sup>Twelfth</sup> ~~Twelfth~~ years PAYING therefor upto the ~~Twelfth~~ day of July One Thousand Nine Hundred and Forty two the yearly rent of One Rupee (if demanded) from the 13th July 1942 to the 22nd December 1960 the yearly ground rent of Rupees One thousand two hundred Ninety six (Rs.1296/-) from the 23rd December 1960 to the 17th May 1961 the yearly ground rent of Rupees One thousand three hundred seventy two (Rs.1372/-) and thereafter during the remainder of the said term the yearly rent of Rupees One thousand seven hundred thirty seven (Rs.1737/-) (inclusive of extra ground rents of Rs.76/- and Rs.365/- for Motor Garage and 3rd floor respectively) to

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be paid in advance without any deduction by equal quarterly payments on the first day of April the first day of July the first day of October and the first day of January in each year AND ALSO in case of the determination of the said term during any quarter before the rent for that quarter has been paid then PAYING a proportionate part of the quarter's rent in respect of the portion of the quarter elapsed at the time of such determination AND UPON condition of the performance of the covenants on the part of the lessee hereinafter contained AND THE LESSEE so as to bind its Assigns as well as itself and its Successors DOTH HEREBY COVENANT with the Commissioner on behalf of the Corporation as follows:-

1. DURING the said term to pay the rent hereinbefore reserved upon the days and in manner aforesaid AND ALSO to pay all rates taxes charges outgoings and assessments whatsoever which now are or may at any time hereafter during the said term 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 person for the time being authorized 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 the land hereby demised nor to erect any other erection or building thereon without the previous consent in writing of the Commissioner or the City Engineer. AND in particular to keep the said atlas always open and not to enclose the same or any one of them without the previous consent in writing of the Commissioner.

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 18.29 meters wide Road No. 29 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 Bombay Municipal Corporation Act, and any legislative amendment or re-enactment thereof and the bye-laws and regulations thereunder for the time being in force.

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 <sup>not</sup> to prepare keep, sell or deal in or permit or suffer to be prepared kept sold or dealt in liquor of any kind to 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 without the previous consent of the Municipal Commissioner in writing.

6. WHENEVER necessary well and substantially 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 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 hereto annexed paved with the 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 as a garden and drained to the like satisfaction AND peaceably to leave and yield up the same respective premises to repaired and kept at the expiration or sooner determination of the said term.

7. ONCE in every tern years of the term hereby granted to treat all Porebunder stone work in the buildings for the time being on the demised land with some colourless liquid

stone preservative approved by the City Engineer and to his satisfaction and not to colour paint or white-wash or permit to be coloured painted or white-washed any Forebunder stone-work for the time being on the demised premises.

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 buildings or erection for the time being on 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 authorized 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 sun-shades or weather-shades in upon or from any portion of the said buildings or erections 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 said term 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 intention

so to do before making such entry and inspection.

10. TO permit the owners or occupiers of the adjoining properties hereby demised at all reasonable 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 Plot No. 115 aforesaid.

12. TO use the buildings for the time being on the demised land only for shops (other than those prohibited Offices, godowns) and residential purposes and the outbuilding (marked M. G. on the said plan) only for housing motor cars not let out or plying for hire. 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 without the previous consent of the Municipal Commissioner in writing 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. Provided nevertheless that the said otias or any one of them shall not at any time be used for human habitation.

13. THROUGHOUT the said term to insure and keep insured against fire all buildings now or hereafter on the demised land in three-fourths at the least of their full value for the time being in the joint names of the Corporation and the Lessee in some responsible Insurance Office approved of by the Improvements Committee AND whenever requested to produce to the Commissioner all policies for the time being in force and the receipts for the premiums thereon for the current year AND if any

building on the demised land shall be destroyed or damaged by fire then to lay out all money received under the insurance aforesaid in re-building or reinstating such buildings as hereinafter provided and if the money so received shall not be sufficient for that purpose to pay and make up the deficiency AND in case the said premises shall not be kept so insured as aforesaid or the policies and receipts shall not be so produced as aforesaid the Commissioner may but shall not be bound to make or renew such insurance in the name of the Corporation alone AND to pay to the Corporation on demand all sums paid by them in respect of such insurance AND in case of non-payment thereof by the Lessee upon demand by the Commissioner the amount so due by the Lessee shall be deemed to be rent in arrear and the Corporation may distrain therefor on the demised premises.

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14. WHENEVER during the said term the said buildings or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or by any other means forthwith to rebuild reinstate and repair the same in accordance with the plans and specifications approved by the Commissioner for the buildings destroyed or damaged under the direction and to the satisfaction of the Commissioner and the City Engineer and to continue to pay the rent hereby reserved as if no such destruction or damage by fire hurricane or otherwise had happened.

15. NOT to assign or transfer the premises hereby

demised or any part thereof for the whole of the term hereby granted without the previous consent in writing of the Commissioner to such assignment or transfer.

16. 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 whole of the term 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 atleast 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. AND in case of failure to submit such document within the above stipulated period to pay to the Corporation the penalty for late submission as may be prescribed by Corporation from time to time.

17. 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 upon 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 any part of the rent hereby reserved shall be in arrear for a space of thirty days whether the same shall have been legally or formally demanded or not and also 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.

(2) IN all cases where the consent of the Commissioner or the City Engineer is required to any alteration of or an addition to the buildings or other erections on 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 or 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).


Rule (j) shall apply only subject to the Lessee's covenant hereinbefore contained restrictive of assignment or transfer.

(5) NOTWITHSTANDING anything contained in Rule(j) of Section 108 of the Transfer of Property Act, 1882, the said Paramount Co-operative Housing Society Ltd. 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 herein before 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.

(7) If the Lessee shall at any time during the period of the Lease give to the Commissioner six Calendar Month's Notice in writing of the desire of the Lessee to commute the rent payable hereunder the Corporation shall on the expiration of such Notice if this Lease shall be then subsisting and upon payment to the Corporation of the sum equal to eighteen years purchase of the ultimate ground rent together with interest thereon at the rate of six per cent. per annum from the expiration of such notice to the completion of the Surrender and new Lease hereinafter mentioned and of all rent hereby reserved up to such expiration and upon execution by the Lessee and all other necessary parties of the Surrender of this Lease grant and the Lessee shall accept a new Lease of the premises hereby demised for the residue unexpired of the term hereby granted at the yearly rent of One Rupee and subject to the same covenants on the part of the Lessee (other than the covenant to insure) and conditions as are herein contained or referred to such Lease and the Counterpart



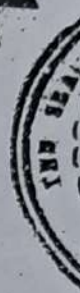
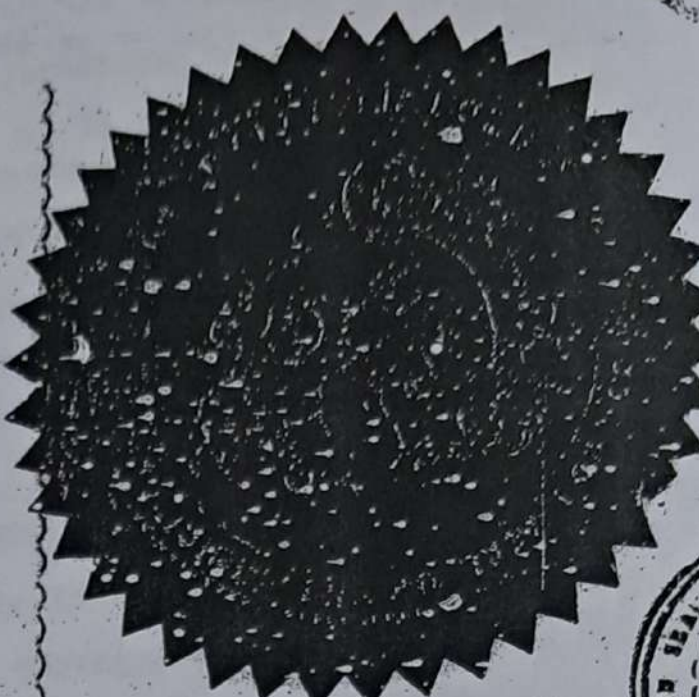
thereof shall be executed by the Lessee and such Surrender and new Lease shall be prepared by the solicitor to the Corporation and the costs of and incidental to the Surrender and new Lease and the Counterpart thereof shall be borne by the Lessee.

AND THE COMMISSIONER on behalf of the Corporation BOTH 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 said term without any interruption by the Corporation or any person claiming under them IN WITNESS WHEREOF ~~said parties have hereunto set their respective hands and seals~~

~~and year first above written~~ ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~  
the Common Seal of the Corporation has been hereunto affixed as provided by the law and the said Bapu Kallappa Ghengule and the Lessee have hereunto set their respective hands and seals the day and year first above written.

The Common Seal of the  
Municipal Corporation of  
Greater Bombay was hereunto  
affixed in the presence of

*J. Solanki*  
AND *[Signature]*



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

*[Signature]*  
MUNICIPAL SECRETARY

Signed Sealed and Delivered  
by the abovenamed Bapu  
Kallappa Chougule  
in the presence of -



*Chougule*  
Municipal Commissioner

*[Signature]*  
Office Superintendent,  
Municipal Commissioner's Office