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 S. Com. LL. No.
 HIGH COURT
 Grand Court Floor
 200, State Street
 BOMBAY - 1 003

बुद्धिक कायदा एम १९१८ के कलम ११
 इनके अन्तर्गत.
 दिनांक ३०/२/१९४६

श्री. मा. ७७
 मुम्बई सिविल, मुंबई



AGREEMENT

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 2-11-1946

THIS AGREEMENT FOR ALTERNATIVE PERMANENT ACCOMMODATION made and entered into at BOMBAY, this _____ day of January in the Christian Year One Thousand Nine Hundred Ninety Four BETWEEN SHRI KANJI R. BAROT, the Sole Proprietor of NAV SHAKTI COMBINES, Adult Indian Inhabitant, residing at 403, 'Akshar Kunj', Khajuria Tank, S.V. Road, Kandivli (West), Bombay 400-067, hereinafter called "the OWNER" (which expression, unless it be repugnant to the context or meaning thereof, shall mean and include his heirs, successors, executors, administrators and assigns.) OF THE ONE PART AND SHRI/SMT. KRISHNA VASUDEV BANDIVEDEKAR, Prop. of Mrs. NITLESH TRADER also Adult, Indian

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No. ADJ/SA/99/93/
 MUNICIPAL OFFICE
 CERTIFIED COPY
 2 - 1994
 THE MUMBAI MUNICIPALITY ACT, 1925
 INSTRUMENT OF TRANSFER

m.v. : 178500/-

RECEIVED
 ADD/SR
 COLLECTOR

Stamp No. 9
 No. 99/93/17804
 MUNICIPAL STAMP OFFICE, Bombay
 Date 27/6/92
 Mr. Nishu Trivedi

Stamp No. 1783A/- (Seventy thousand
 Eight Hundred Thirty only)
 of the Bombay Stamp
 Act, 1925, in the proper column they should be placed
 (Seventy thousand Eight Hundred
 Thirty only) and properly placed
 (Thirty Hundred only)
 have been paid in respect of the instrument.

Ards 25(b)
 subject to the Provisions
 of Section-53-A of The
 Bombay Stamp Act, 1958

Shambhaji J...

Carrying on business
 Inhabitant residing at Room No. 21 situate in 45-F,
 Shambaug alias 45-D, Aksarf Baug, Sitaran Jadhav Marg,
 Lower Parel, Bombay 400 013, hereinafter called "the
 TENANT" (which expression shall, unless it be repugnant
 to the context or meaning thereof, mean and include his/
 her heirs, executors and successors under the provisions
 of the Bombay Rent Act) of the OTHER PART ;

WHEREAS out of total area of 1606.87 Square
 Meters, an area admeasuring 1234 Square Meters is
 notified as Slum Area known as Shambaug Compound,
 Lower Parel Division in C.S. No. 2/158 P.A. Lower Parel,
 by the Additional Collector (Encroachment), of B.S.D.
 vide Notification No. DC/CA/3C/Shambaug dated 5.8.1992,
 Lower Parel Division ;

AND WHEREAS the Owner herein is the absolute
 owner or otherwise well and sufficiently seized and
 possessed of and entitled to a piece or parcel of

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land or ground admeasuring 1606.87 Square Meters bearing Cadastral Survey No.2/158, Lower Parel Division and for the sake of brevity it may be hereinafter referred to as "the said Land" together with structures standing thereon bearing Municipal Assessment Nos.G-1040(1)45, G 1040(1C)9, 1040(1F)9 and 1040(1E) and known as "45-D Shambaug", hereinafter referred to as "the said structures" situate, lying and being at Revenue Village in Lower Parel Division in the Registration District and Sub-District of Bombay City and Bombay Suburban and more particularly described in the Schedule hereunder written (for the sake of brevity, it may be hereinafter referred to as "the said property" ;



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AND WHEREAS the Tenant herein is the lawful and bonafide tenant in respect of a Room being Room No. 21 admeasuring 150 Sq.Ft. Carpet area situate on the Ground Floor of the said property on a monthly rent of Rs. 16.50 exclusive of taxes and the tenancy of the Tenant herein is valid and subsisting and the Tenant herein has paid upto date rent in respect of his/her said Room to the Owner herein (for the sake of brevity, it may be hereinafter referred to as "the said rented Room") ;



AND WHEREAS the Owner herein intends to develop his said property and for the said purpose, the Owner herein intends to demolish all the structures standing on the said land including the said structure in which the said rented Room of the Tenant herein is existing and will construct a new Building thereon strictly in accordance with the Building Plans approved and sanctioned by the Bombay Municipal Corporation ;

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AND WHEREAS the said rented Room is coming in the way of development of the said property and the same is required to be demolished and, therefore, the Owner has approached the Tenant and requested him/her to extend his/her co-operation in the development of the said property and for the said purpose, requested the Tenant herein to hand over vacant possession of the said rented Room to the Owner herein for the purpose of its demolition, and in lieu of the said rented room to

provide and allot to the Tenant a self-contained Room Shop
on ownership basis measuring not less ^{than} 180 sq. ft. carpet area with all the necessary amenities there to under the Slum Redevelopment Scheme under Regulation No. 33(10) of the Development Control Regulation for Greater Bombay, 1991. in the proposed new Building to be constructed on the said property as and by way of alternative permanent accommodation in the manner stated hereunder ;

AND WHEREAS believing in the representation made by the Owner, the Tenant has agreed to concede to the request of the Owner on the terms and conditions mutually agreed to by and between the parties hereto which are set out hereunder ;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :-

1. The Owner hereby states and confirms that he is the absolute owner of the property described in the Schedule hereunder written and that he has good right, full power and absolute authority to develop the said property.

Handwritten signature and text at the bottom of the page.