

495319 17-03-2021 Note:-Generated Through eSearch Module,For original report please contact concern SRO office.	सूची क्र.2	दुय्यम निबंधक : मुंबई शहर 2 (वरळी) दस्त क्रमांक : 495/2012 नोंदणी : Regn:63m
गावाचे नाव : दादर-नायगाव		
(1)वित्तखाचा प्रकार	अभिलेखांतरपत्र	
(2)मौबदला	रु.72500000	
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु. 72500000	
(4) भू-मापन,पौटहिस्सा व घरक्रमांक(असल्यास)	पालिकेचे नाव:इतर वर्गाने जमीन व बांधकाम केसर बाग एकुण क्षेत्र 6981 चौ.गार्डस,अर्थात (5837 चौ.मि.)व पी आर कार्ड प्रमाणे 5574.46 चौ.मि. प्लॉट नं 40 ऑफ नायगाव इस्टेट,स्किम क्रं 80, डॉ बाबासाहेब आंबेडकर रोड,दादर पु मुं 14 सी एस नं 1/62,दादर-नायगाव विभाग, व इतर माहिती दस्तात नमुद केल्याप्रमाणे.	
(5) क्षेत्रफळ	5837 चौ.मि.	
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	-	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-हरिश वल्लभलालजी गोस्वामी ऊर्फ लालमनी बी गोस्वामी ऊर्फ विठ्ठलनाथजी रणछोडलालजी महाराज हे गोस्वामी वल्लभलालजी द्वाकरकेसलालजी ऊर्फ राणछोडलालजी गिरधरलालजी महाराज पृथ मु एफ तर्फे कर्ता व मॅनेजर -- वय:-पत्ता:- ७,श्री गिरधर निवास, गांधीग्राम रोड, जुहु,विलेपार्ले पु मु ४९पिन कोड:-पॅन नं:- AAAHV0669J 2): नाव:-प्रतिभा हरिश गोस्वामी ऊर्फ हरिप्रिया हरिश गोस्वामी तर्फे मुखत्यार हरिश वल्लभलालजी गोस्वामी -- वय:-पत्ता:- वरीलप्रमाणे पिन कोड:-पॅन नं:- AAAPG3192A 3): नाव:- मिलन हरिश गोस्वामी हे स्वता करीता व पल्लवी मिलन गोस्वामी तर्फे मुखत्यार मिलन हरिश गोस्वामी -- वय:-पत्ता:- वरीलप्रमाणे पिन कोड:-पॅन नं:- AABPG2148N 4): नाव:- कुमारी वल्लभी मिलन गोस्वामी तर्फे अ.पा.क म्हणून मिलन हरिश गोस्वामी -- वय:- पत्ता:- वरीलप्रमाणे पिन कोड:-पॅन नं:- 5): नाव:- मास्टर कृष्णास्य मिलन गोस्वामी तर्फे अ.पा.क. म्हणून मिलन हरिश गोस्वामी -- वय:- पत्ता:-वरीलप्रमाणेपिन कोड:-पॅन नं:- 6): नाव:-शरद हरिश गोस्वामी -- वय:-पत्ता:- वरीलप्रमाणे पिन कोड:-पॅन नं:- AABPJ2153R	
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	7): नाव:-मे.मधुरेश इन्द्राप्रो प्रा लि तर्फे संचालक अनिल नागराज मुधा -- वय:-पत्ता:- केसर बाग, दादर नायगाव विभाग,डॉ बी ए रोड, दादर पु मुं १४पिन कोड:-पॅन नं:- AAHCM1070E	
(9) दस्तऐवज करून दिल्याचा दिनांक	20/12/2011	
(10)दस्त नोंदणी केल्याचा दिनांक	25/01/2012	
(11)अनुक्रमांक,खंड व पृष्ठ	495/2012	
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	3625000	
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	0	
(14)शेरा	-	

1) शासन परिपत्रक क्रमांक. २०००/१९/प्र.क्र.२५/सं-१, दि. २४/३/२०००.
 २) नो.न.नि.ब.मु.नि., पुणे सोपे पत्र क्र. का-३ / संलग्न/सुदृढक पावली दुरुस्ती/०२/२९९, दि. ४/१०/२००१.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI-400 001.
 Office : COLLECTOR OF STAMP (MUMBAI), OLD CUSTOM HOUSE, 3rd FLOOR,
 FORT, MUMBAI - 400 001.

A 0000168

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.:

Receipt Date :

18/01/2012

Received From :

M/S. NATHURESH INFRAPRG PVT. LTD.

On Account of :

103-(111)

Counter No. : 1

Mode of Payment	DD/PO/CHQ/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (in Rs.)
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PO	9906320111	16/01/2012	UNION B. INDIA GARS. 000000990632011128		3625000.00
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Bank Name : UNION B. INDIA GARS. 000000990632011128
 Branch Name : MUMBAI DEP. CE NO. 000001

Case No.: ADJ/M/4449/2012

Lot No.:

Lot Date :

Sr. No.	Description of Stamps / Franking	Quantity	Amount (in Rs.)
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Original document will be given back after one month after the date of payment of stamp duty and penalty. You are requested to enquire after one month for the Original Document.

Please bring this original receipt.

Total :

Rs.

3625000.00

Thirty Six Lakh Twenty Five Thousand Only

Six Lakh Twenty Five Thousand -

Cashier / Accountant

Signature / Designation

NEELKANTH BH. SRIPRISE Tel: 2265250 / 6636 6408

शासन परिपत्रक क्रमांक, २००६/१४/प्र.क्र.२५/स-१, दि. २४/३/२००६.
 नो.प्र.नि.स.मु.नि., पुणे यांचे पत्र क्र. का-३ / संगणक/पुढील पावती दुसरी /०६/३११, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI-400 001.
 Office : COLLECTOR OF STAMP (MUMBAI), OLD CUSTOM HOUSE, 3rd FLOOR,
 FORT, MUMBAI- 400 001.

A 0037442

RECEIPT FOR PAYMENT TO GOVERNMENT NOT TRANSFERABLE
 Receipt No.: 8 Receipt Date: 20/12/2011
 Received From: M/S. MATHURESH INFRAPRO PVT. LTD.
 On Account of: 103-(11) Counter No.: 2

Mode of Payment	DD/PO/CHO/ RBI-Challan No	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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Cash			सुभाषणी आयि.प्र.नि.स.मु.नि. कार. अडि.प्र. उ.प्र.ल.स.प.प.द. पुढील पावती दि.क्र. १०३-११ रोजी ३,१०० ते रोजी ४०० एवढे कराई.		100.00
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Case No.: 20 JAN 2012
 ADJ/M/45 2011

Lot No.: Lot Date:

Sr. No.	Description of Stamps / Franking	Quantity	Description	Amount (In Rs.)
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100.00 Rupees: One Hundred

Accountant

Signature / Designation

NEELKANTH ENTERPRISE. TEL : 2265250 / 6635 0458



महाराष्ट्र MAHARASHTRA

EW 897792



जिल्हा कोषागार कार्यालय,
ठाणे.
22 NOV 2011
मुद्रांक प्रमुख लिपीक/लिपीक

विक्रीचे ठिकाण :- चैतन्य जेडविलास सेंटर, शॉप नं. ३०,
कॉम्प्लेक्स, जेडविलास मार्ग, L. No. 5/94

अनुक्रमांक: 100
हस्त: श्री. व. गोस्वामी
दिनांक: 22 DEC 2011
(श्री. वी. एन. विगाडे)
स्टॅम्प कोड

22 DEC 2011
22 DEC 2011

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INDENTURE made at Mumbai this 20th day of December in the Christian Year Two Thousand Eleven BY AND BETWEEN, (1) SHRI HARISH VALLABHLALJI GOSWAMI, alias Shri Lalmani V. Goswami- alias Vithalnathji Ranchoddalji Maharaj of Mumbai, Indian Inhabitant, having his address at Plot No. 7, Shree Girdhar Niwas, Gandhigram Road, Survey No. 175, Village Juhu, Taluka Andheri, Vile Parle (West), Mumbai - 400 049 in his capacity as the Karta and Manager of



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Page: 1 to 38
 AV: 7,25,00,000/-
 MV: 7,25,00,000/-
 Certificate of the Collector of Stamps, 1958

Office of the Collector of Stamps
 Case No. 40,101/4444/2011/certi/113/12
 Date: 19/11/2012

Received from Shri. M.S. Mathuram, Infopro Pvt. Ltd.
 calling at Mumbai
 stamp duty of Rs. (36,35,000/-)

vide challan No. 11, Dated 19/11/2012
 Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 36,35,000/- with which this instrument is chargeable has been paid vide article No. 255 of the schedule.

This certificate is subject to the provisions of section 53-A of Bombay Stamp Act, 1958



[Signature]
 Collector of Stamps
 Mumbai



मुंबई निलंबितकारी मुंबई/संपन्न १/संख्या १/२०१२
 प्राप्त झालेला निलंबितकारी एकर. संख्या ११३/११/२०१२
 रोजीच्या पत्रांमध्ये ३६,३५,०००/- रु. मध्ये
 आली असून ते रोजीच्या १९/११/२०१२

[Signature]

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Shri Goswami Vallabhaji Dwarkeshlaji Alias Ranchhodaji Girdharlaji Maharaj HUF (the said HUF), hereinafter referred to as "THE ASSIGNOR" [which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and legal representatives and the members of the Shri Goswami

Vallabhaji Dwarkeshlaji Alias Ranchhodaji Girdharlaji Maharaj HUF] of the **ONE PART**; (2) **SMT. PRATIBHA HARISH GOSWAMI** alias Haripriya Harish Goswami (3) **SHRI MILAN HARISH GOSWAMI** alias Prabhuji Harish Goswami

(4) **SMT. PALLAVI MILAN GOSWAMI** (5) **KUM.VALLABHI MILAN GOSWAMI**, a minor, through her father and natural guardian **SHRI MILAN HARISH GOSWAMI** (6) **MASTER KRISHNASYA MILAN GOSWAMI** a minor, through his father and natural guardian **SHRI MILAN HARISH GOSWAMI**; and (7) **SHRI SHARAD HARISH GOSWAMI**

hereinafter collectively referred to as "**THE CONFIRMING PARTY**" [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 legal representatives] of the **SECOND PART**;

M/S. MATHURESH INFRAPRO PVT. LTD., a Company registered under the Companies Act 1956, having its office at Kesar Baug, C.S.No. 1/62, Dadar, Naigaon Division, Dr. Ambedkar Road, Dadar (E.), Mumbai, hereinafter called



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AND
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"THE ASSIGNEE" (which expression unless it be repugnant to the context or meaning thereof mean and include the successors in title and assigns) of the **OTHER PART**:

WHEREAS:-

(a) By an Indenture of Lease dated 15th June, 1927, executed between the Trustees for the Improvement of the City of Bombay, a corporation constituted by the City of Bombay Improvement Transfer Act, 1925 (therein referred to as the "Board")of the One Part as the "Lessors" therein and one Goswami Vallabhaji Dwarkeshaji Maharaj as the "Lessee" therein and registered with the Sub-Registrar of Assurances on 19th August, 1927 under Serial No. 3726, the said Corporation did thereby demise unto the said Lessee therein, for a term of 999 years commencing from 30th November 1922, all that piece or parcel of Municipal land or ground bearing C.S. No.1/62 of Dadar and Naigaum Division, District Mumbai City and bearing Plot No.40 of Naigaum Estate Scheme No.60, situated on Dr. Babasaheb Ambedkar Road, Naigaon, Dadar (East), Mumbai - 400 014 and now known as Kesar Baug admeasuring 6981 sq.yrds equivalent to 5837 sq. meters or thereabouts together with structures standing thereon and more particularly described in the Schedule thereunder written which corresponds to the Schedule



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hereunder written and hereinafter referred to as "the said property", on the terms and conditions contained in the said Indenture of Lease;

(b) The said Goswami Shri Dwarkeshlalji Shri Vallabhlalji Maharaj was holding the Said Property in his capacity as the Karta and Manager of his HUF.

(c) The said Goswami Shri Dwarkeshlalji Shri Vallabhlalji Maharaj constructed on the said Land, structures comprising of ground plus one floors out of his own funds, which structures are occupied by various tenants/occupants, list whereof and details of the respective premises occupied by them and details of the rent being paid by them is annexed hereto as **Annexure 1**. Besides the said structures, there is one another structure comprising of ground + eight floors and having 72 residential flats (known as Venu Apartment) presently standing on the said Land, which flats are occupied by Premise Holders and as listed **Annexure '2'** hereto .

(d) The said Goswami Shri Dwarkeshlalji Shri Vallabhlalji Maharaj was holding the Said Property in his capacity as the Karta and Manager of his HUF.



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- (e) The said Goswami Shri Dwarkeshlalji Shri Vallabhlalji Maharaj died intestate on 23rd October 1945, leaving behind him his wife Goswami Krishnapriyavahuji (since deceased), his son Shri Vallabhlalji Dwarkeshraji Maharaj (since deceased) and his three daughters viz. (a) Kunjlata Dwarkanath Sharma, (b) Nikunjata and (c) Navnikunjata as his legal heirs as per the Hindu law by which he was governed;
- (f) On the demise of the said Goswami Shri Dwarkeshlalji Shri Vallabhlalji Maharaj, his son Goswami Vallabhlalji Dwarkeshlalji Maharaj became the Karta of the HUF;
- (g) The said Goswami Krishnapriyavahuji (widow of Late Goswami Shri Dwarkeshlalji Shri Vallabhlalji Maharaj) died on 12th February 1961.
- (h) By and under a Deed of Release dated 15th June 1967 made between the said (a) Kunjlata Dwarkanath Sharma, (b) Nikunjata and (c) Navnikunjata being the daughters of the deceased, (therein collectively referred to as the 'Releasers') of the One Part and the said Goswami Vallabhlalji Dwarkeshlalji Maharaj (therein referred to as the 'Releasee') of the Other Part, (registered with the Sub-Registrar of Assurances of Bombay under Sr.No.2781/1967) the said Releasers released unto the



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said Goswami Vallabhlalji all their respective rights and interests in the properties and assets of the HUF (including the Said Property) absolutely and forever and in the manner and on the terms and conditions contained in the said Deed of Release;

- (i) The said Goswami Vallabhlalji Dwarkeshlalji Maharaj held the Said Property in his capacity as the Karta and Manager of Shri Goswami Vallabhlalji Dwarkeshlalji Alias Ranchhodlalji Girdharlalji Maharaj HUF (the said HUF);
- (j) By and under an Indenture of Sub-Lease dated 13th May, 1967, and registered with the Sub-Registrar of Assurances at Bombay under number 1940/1967, (hereinafter referred to as "the Said Sub-Lease") made between the said Goswami Vallabhlalji, in his capacity as the Karta and Manager of his HUF and on behalf of himself and as a guardian of his then minor son Goswami Harishkumar Aka Lalmani, (therein referred to as the "Sub-Lessor") of the One Part and one Brijmohan Kanodia (therein referred to as the "Sub-Lessee") of the Other Part, the said Goswami Vallabhlalji, granted unto the said Sub-Lessee, a Sub-Lease in respect of the Said Property for the term of 98 years commencing from 1st April 1967 at and for the consideration and on the terms and conditions contained therein;



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- (k) By his letter dated 19th May 1967, the said Goswami Vallabhlalji permitted the said Brijmohan Kanodia to grant an under-lease in respect of the said property to and in favour of one Mr. Tolaram Chudiwala subject to the covenants contained in the Said Sub-Lease;
- (l) Thereupon the said Mr. Brijmohan Kanodia executed an Agreement to Under-Lease dated 13th May 1967 to and in favour of the said Mr. Tolaram Chudiwala (hereinafter referred to as "the Said Agreement") in respect of the said property.
- (m) Pursuant to the said Agreement, M/s. Chudiwala & Co. being an entity controlled by the said Mr. Tolaram Chudiwala constructed a building on a portion of the said property known as Venu Apartments comprising of ground plus eight floors and having 72 residential flats and have since disposed off the said 72 flats to various persons, who have formed and registered a co-operative society under the provisions of Maharashtra Co-operative Societies Act, 1960;
- (n) The said Mr. Brijmohan Kanodia and M/s. Chudiwala & Co., committed breaches of the said Sub-Lease and in view thereof the said Goswami Vallabhlalji terminated the Sub-Lease and consequently the Under-Lease which resulted in protracted litigation between the parties therein and



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various Appeals / other proceedings including writ petitions etc. came to be filed in respect of the orders passed by various Courts and by virtue of diverse orders passed by the Hon'ble Supreme Court of India including the order dated 17th March 2009 in Special Leave Petition No.12140 of 2007, the said property has reverted back to the Assignor and the Assignor continues to be in possession of the said property subject to the tenants / occupants occupying the structures as aforesaid . ;

(o) The said Goswami Vallabhlalji expired intestate at Mumbai on or about 4th January 1990 leaving behind him his wife Smt. Sarojini Vallabhlalji, his son Harish Vallabhlalji Goswami (being the Assignor herein) and his daughters Smt. Leena Padmanabhan and Smt. Sunita P. Sandilya as his legal heirs according to the Hindu law of succession, by which he was governed.

(p) By and under a Deed of Family Settlement dated 12th November 1990 made between the said legal heirs of the said late Goswami Vallabhlalji (registered under Sr.No. 22520 with the Sub-Registrar of Assurances at Calcutta), the said Smt. Sarojini Vallabhlalji, and the said daughters Smt. Leena Padmanabhan and Smt. Sunita P. Sandilya, interalia released all their respective right title interest and claim into or upon the Said Property in favour of and unto



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the Assignor herein so as to constitute him as the absolute owner thereof at the consideration and on the terms and conditions contained in the said Deed of Family Settlement;



- (q) The Assignor's married daughter namely Mrs. Kamini Vikram Pal is claiming no share in the properties of the HUF as is evidenced by her declaration dated 24th June 1994;
- (r) In the premises, the Assignor herein as the Karta and manager of the aforesaid HUF, comprising of himself, his wife Smt Pratibha H.Goswami and his two sons Shri Milan Harish Goswami and Shri Sharad Harish Goswami became seized and possessed of the said property more particularly described in the Schedule hereunder written, subject to the tenants / occupants occupying the structures as aforesaid;
- (s) By virtue of a Deed of Release dated 3rd December 2011, the said Sharad Harish Goswami (son of Harish Goswami) (Confirming party No.7 hereto) has released and relinquished all right title and interest into or upon the properties of HUF for self and in his capacity as the father and natural guardian of his minor son Aradhya Sharad Goswami and as such is claiming no share in the properties of the HUF and in token of confirmation thereof he has joined as a Confirming Party to these presents;

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(t) In the premises the HUF of Shri Goswami Vallabhlalji Dwarkeshlalji, (the Assignor herein) now comprises of the karta of the HUF namely Shri Harish Goswami, his wife Smt Pratibha H. Goswami, his son Milan Harish Goswami, his son's wife Smt. Pallavi Milan Goswami and their two minor children namely Kum. Vallabhi Milan Goswami (age 6 years) and Master Krishnasya Milan Goswami (age 3 years), the Confirming Parties 1 to 6 herein.

(u) The said property being fully tenanted and occupied (as evidenced from the List of Tenants and Occupants annexed as Annexure "A" hereto) and in a dilapidated state and not generating sufficient revenue even for the maintenance of the property, the Assignor herein, has, in consultation with the members of the said HUF, agreed to transfer and assign the said property unto the Assignees herein, the said assignment being for the welfare and benefit of all the members of the said HUF, including the minor members.

(v) The Confirming party hereto, with a view to confirm the assignment of the said property by the Assignor unto the Assignee, have joined in these presents.

(w) In the revenue records including the Property Card, the said Property is standing in the name of Shri Harish Vallabhlalji Goswami however, the Said Property is being



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held by him in his capacity as the Karta of his HUF i.e. the Assignor herein.

(x) The Assignor has prior hereto obtained from several of the Tenants and Occupants in the property redevelopment consents as well as Agreements for Alternate Accommodation as listed in the List of Tenants and Occupants annexed as **Annexure 'A'** hereto and the Assignor has agreed to transfer and assign the benefit of the said redevelopment consents and Agreements unto the Assignee herein. The Assignee has also verified the irrevocable consents and Alternate Accommodation Agreements made by the Tenants and Occupants as listed in Annexure "B" hereto and has agreed to abide by the terms and conditions contained therein;

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(y) The Assignee has independently made all necessary enquiries and searches and has investigated the title of the Assignor to the said property and has physically inspected the said property and based on the same and also relying upon the representations made by the Assignor as contained herein as well as the Assignors Declaration on Title, has accepted the title of the Assignor to the property and has agreed to acquire the said property in the manner contained herein;

(z) The Assignee is aware that the property being

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tenanted/occupied, the Assignor will be able to give the possession of the property to the Assignee subject to the tenancies/occupancies of the tenants/occupiers of the structures;

(aa) The Assignor with the consent of the Confirming Party has agreed to assign all its leasehold rights into or upon the said property to the Assignees together with the benefit of the irrevocable consents and Alternate Accommodation Agreements made by most of the Tenants as listed in Annexure "B" hereto agreeing to redevelopment of the said property and the Assignees having paid the full agreed consideration to the Assignor, has requested the Assignor to make and execute these presents and the Confirming Party to consent to and confirm the same, by transferring and assigning the said property unto the Assignees in the manner hereinafter contained.



NOW THESE PRESENTS WITNESSETH that in the premises as aforesaid and in consideration of the payment of the amount of Rs.7,25,00,000/- (Rupees Seven Crore Twenty Five Lacs only) paid by the Assignee to the Assignor in the manner as stipulated in the receipt clause hereinafter contained being the entire payment of the consideration and/or purchase price in respect of the said leasehold property described in the Schedule hereunder written (the

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payment and receipts thereof the assignor does hereby admit and acknowledge and discharge from the same and every part thereof do for ever acquit, release and discharge the Assignees) HE THE ASSIGNOR, AND THEY, THE CONFIRMING PARTY, DO hereby grant, transfer, assign, assure and convey unto the Assignees ALL THAT Leasehold piece and parcel of land bearing C.S. No:1/62 of Dadar and Naigaum Division, District Mumbai City and bearing Plot No.40 of Naigaum Estate Scheme No.60, situated on Dr. Babasaheb Ambedkar Road, Naigaon, Dadar (East), Mumbai - 400 014 and now known as Kesar Baug admeasuring 6981 sq.yrds equivalent to 5837 sq. meters or thereabouts together with structures standing thereon and more particularly described in the *Schedule* hereunder written and delineated on the Plan hereto annexed and thereon shown surrounded by red colour boundary line, [hereinafter for brevity's sake to be referred to as the "**said leasehold property**"] for the remainder of the lease period of 999 years commencing from 30th day of November 1922 and for such further renewals as may be granted by the Lessors from time to time TOGETHER WITH all and singular house courts, outhouses, edifices, buildings, yards, areas, compounds, sewers, common gullies, nallas, water courses, plants, lights, liberties, privileges, ditches, fences, trees, drains, ways, paths, passages, easements, wells, profits, advantages, rights, members and appurtenances whatsoever



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to the said property or any part thereof now belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part of members thereof to belong or the appurtenant thereto AND ALSO together with all the deeds, documents, writings, vouchers and other evidences of title relating to the said piece or parcel of land or ground hereditaments and premises or any part thereof AND ALL the estate, right, title, interest, use, inheritance, property, possession, benefit, claim and demand whatsoever at law and in equity of the Assignor into out of or upon the said property or any part thereof TO HAVE AND TO HOLD all and singular the said property hereby granted, released, transferred, conveyed and assured or intended or expressed so to be with his and every of his rights members and appurtenances whatsoever unto and to the use and benefit of the said Assignee forever subject to the payment of all rents, rates, taxes, assessment, dues and duties now chargeable upon the same or hereafter to become payable to the Government of Maharashtra or to the Mumbai Municipal Corporation or any other public body or authority in respect thereof THE ASSIGNOR does hereby for himself covenant with the Assignee that notwithstanding any act, deed, matter or thing whatsoever by the Assignor or by any person lawfully and



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equitably claiming by from or under or in trust for him made done committed, omitted or knowingly suffered to the contrary THE ASSIGNOR now has in himself good right, full power and absolute authority to assign, grant, release, convey and assure the said property hereby assigned, granted, released, conveyed or assured as the case may be or intended so to be unto and to the use of the Assignees in any manner aforesaid AND THAT it shall be lawful for the Assignee from time to time and at all times hereafter peaceably and quietly to hold, enter upon, have, occupy, possess and enjoy the said property hereby granted with the appurtenances thereof and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit, lawful, eviction, interruption, claim or demand whatsoever from or by the Assignor or by any person/s lawfully or equitably claiming or to claim by from under or in trust for him AND THAT subject to the rights of tenant and occupants in the said property free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Assignor well and sufficiently saved, defended, kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made executed occasioned or suffered by the Assignor



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or by any other person or persons lawfully or equitably claiming or to claim, by from under or in trust for him AND THIS INDENTURE FURTHER WITNESSETH that THE ASSIGNOR and all persons lawfully or equitably claiming or to claim by from under or in trust for the Assignor any estate, right, title or interest at law or in equity in the said property hereby granted, assigned, released, transferred, conveyed, assured or intended so to be or any part thereof by from under or in trust for him the Assignor shall and will from time to time and at all times hereafter at the request and costs of the Assignee do and execute or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law whatsoever for the better, further and more perfectly and absolutely granting, and assuring the said property and every part thereof hereby granted, unto and to the use of the Assignee in manner aforesaid and shall or may be reasonably required by the Assignee its successors, and assigns or their counsel in law, and the Assignor does, so far as relates to his own acts and deeds only but not further or otherwise, does hereby covenant with the Assignee that he the Assignor has not committed, omitted or knowingly or willingly suffered or been party or privy to any act, deed, matter or thing whereby he is prevented from granting, assigning and conveying the said



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property to the Assignee in the manner aforesaid or whereby the same or any part thereof is can or may be charged, encumbered, or prejudicially affected in estate, title or otherwise howsoever AND THIS INDENTURE FURTHER WITNESSETH that the Assignor has assigned and transferred the leasehold rights, title and interest of the said property subject to the terms, conditions and covenants under the said Indenture of Lease dated 30th November 1922 and that the Assignees do and each of them doth hereby agree, record, declare, confirm and covenant with the Assignor that the Assignees shall at all times abide by, observe, follow and perform all the said terms, conditions and covenant and from time to time pay the lease rent and other payment reserved under the said lease without making the Assignor liable and/or responsible for the same and shall indemnify and keep the Assignor indemnified in respect thereof AND THIS INDENTURE FURTHER WITNESSETH that the Assignor has simultaneously herewith placed the Assignee in possession of the said property subject to the tenancy and occupancy of the tenants / occupants in respect of the structures and has executed Letters of Attornment attorning the tenancy / occupation rights of the said Tenants and Occupants in favour of the Assignee and directing them to pay to the Assignees hereafter the monthly amount of rent and other compensation in respect of the premises respectively used



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and occupied by them AND THIS INDENTURE FURTHER WITNESSETH that the Assignor doth hereby assign and transfer unto the Assignees the benefit of Irrevocable Consents for Development issued by several of the Tenants/ occupants of the Assignor in the said property alongwith the Alternate Accommodation Agreements made with the said Tenants and as listed in the List Annexure "3" hereto subject to the terms and conditions contained therein alongwith the benefit of all applications as may have been made to the Concerned Authorities for the Development of the said property and together with the benefit of permission as may have been received or are to be received in the name of the Assignor from the said Concerned Authorities including the Town Planning Authorities AND THIS INDENTURE LASTLY WITNESSETH that the stamp duty and registration charges payable in respect of these presents shall be borne and paid by the Assignee alone.



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IN WITNESS WHEREOF the parties hereto have and hereunto set and subscribed their respective hand and seals the day and year first hereinabove written.

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THE SCHEDULE HEREBY REFERRED TO:

All that piece and parcel of land bearing C.S. No.1/62 of Dadar and Naigaum Division, District Mumbai City and bearing Plot No.40 of Naigaum Estate Scheme No.60, situated on Dr. Babasaheb Ambedkar Road, Naigaon, Dadar (East), Mumbai - 400 014 and known as Kesar Baug admeasuring 6981 sq.yrds equivalent to 5837 sq. meters or thereabouts together with the structures standing thereon and is assessed by the Municipality under F (South) Ward under Property No.00281705, SAC No.FS09/00/28/00/09/0000, under Property No.00281714, SAC No.FS09/00/35/00/5/0000, under Property No.00287518, SAC No.FS09/00/35/01/3/0000, under Property No.00281707, SAC No.FS09/00/28/2/5/0000 and under Property No.00281706, SAC No.FS09/00/28/01/7/0000

and bounded as follows:

- On or towards the North by : CS Nos.19/62 & 20/62 of Dadar and Naigaum division, Plot Nos.41 to 44 of Naigaum Estate Scheme No.60.
- On or towards the South by : Road No.13 of Naigaum Estate Scheme No.60 known as B.J. Desrukhkar Road.
- On or towards the West by : Dr. Babasaheb Ambedkar Road
- On or towards the East by : Road No.2 of Naigaum Estate Scheme No. 60 known as S.M.Jadhav Road.



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SIGNED, SEALED AND DELIVERED by
the withinnamed - "ASSIGNOR"

SHRI HARISH VALLABHLALJI GOSWAMI

In his capacity as the Karta and Manager of
Goswami Vallabhlalji Dwarkeshlalji Maharaj HUF
in the presence

of _____

- 1. Rajesh B. Kothari
- 2. Prakash K. Kothari

Harish Goswami



SIGNED, SEALED AND DELIVERED by
the withinnamed "THE CONFIRMING PARTY"

(1) **SMT. PRATIBHA HARISH GOSWAMI**

By the hand of her Constituted Attorney
SHRI HARISH VALLABHLALJI GOSWAMI

(2) **SHRI MILAN HARISH GOSWAMI**

(3) **SMT. PALLAVI MILAN GOSWAMI**
By the hand of her Constituted Attorney
SHRI MILAN HARISH GOSWAMI

(4) **KUM.VALLABHI MILAN GOSWAMI**

By the hand of her father and natural
Guardian **SHRI MILAN HARISH GOSWAMI**

(5) **MASTER KRISHNASYA MILAN
GOSWAMI** By the hand of his father
And natural Guardian **SHRI MILAN
HARISH GOSWAMI**

Harish Goswami

Harish Goswami

Harish Goswami

Harish Goswami



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(6) SHRI SHARAD HARISH GOSWAMI)

in the presence of _____)

- 1. [Signature]
- 2. [Signature]



[Signature]



SIGNED, SEALED AND DELIVERED BY)

the withinnamed "ASSIGNEES" For Mathuresh Infrapro Pvt. Ltd.

M/S. MATHURESH INFRAPRO PVT. LTD.)

[Signature]

Director

Through the hand of its DIRECTOR

[1] ANIL NAGRAJ MUTHA

in the presence of _____)

- 1. [Signature]
- 2. [Signature]



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दिनांक - २५
पृष्ठ - २१



RECEIVED this day of and from the
 within named **ASSIGNEES** -)
 by Pay Order No. *MH3410* (dated *23/1/2012*))
 for Rs. 7,25,00,000/- (Rupees Seven Crore)
 Twenty Five Lacs only) issued)
 by Kotak Mahindra Bank Ltd. Naupada,)
 Thane being the amount of consideration as)
 within mentioned paid by the)
 Assignees to the Assignors.) .. Rs. 7,25,00,000/-
 to the favour of *V. D. Goswami (HUF)*



I SAY RECEIVED

Goswami Harish

[SHRI HARISH VALLABHLALJI GOSWAMI]

Karta and Manager of Goswami Vallabhilalji
 Dwarkeshilalji Maharaj HUF)

ASSIGNOR

WITNESSES:

K. V. Desai
D. B. Kote

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<i>20/1/12</i>
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