

THE NAVYUG CO-OPERATIVE HOUSING
SOCIETY LIMITED

Plot N. 29.

LEASE

Recd
6/9/62

PLOT No. 30

PLOT No. 29
AREA: ~~1000~~ 52.706

PLOT No. 28

139'6"

100'0" ROAD



Signature
MEMBER

Honorary Secretary

BLOCK PLAN

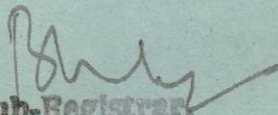
PLOT No. 29 IN JMW VILEPARLE DEVELOPMENT SCH.
MR. NAVYUG CO-OP. HOUSING SOCIETY LTD.
SCALE: 20'0"=1"

MR. NADKARNI & CO.
ARCHITECTS & ENGINEERS
68, LANE, PORT BOMBAY

Plan which accompanies
the document registered

No. 1106 of 1962 of 1962.

Book 2 Vol-67 at PP 159-163
of 6-7-1962


Sub-Registrar
Baran



THIS INDENTURE made the 18th day of December One thousand nine hundred and sixty one Between NAVYUG CO-OPERATIVE HOUSING-SOCIETY LIMITED, whose Registered Office is situate at 185, Princess Street C/o Ravel Commercial Co. Bombay-2 hereinafter called "the Lessor" (which expression where the context so admits shall include the reversioner or reversioners for the time being immediately expectant upon the term hereby created) of the one part AND *Shri Brij Mohan Vyas* of *Bombay*

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Inhabitant hereinafter called "the Lessee" (which expression where the context so admits shall include his executors, administrators and assigns) of the other part WHEREAS by an Indenture of Conveyance dated the 14th October 1956 made between the Bombay Housing Board of the one part and the Lessor of the other part and registered under No. 692 by the Sub-Registrar of Assurances at Bombay on the 27th November 1957 the Board for the consideration therein mentioned did grant convey and assure unto the Lessor all the piece or parcel of vacant land admeasuring 30,168 sq. yards, bearing Plot No. 11/1, 11/2, and 11/3 of the Juhu-Vile Parle Development Scheme situate at Juhu-Vile Parle in Greater Bombay and more particularly described in the First Schedule hereunder written TO HAVE AND TO HOLD the said land thereby granted conveyed and expressed so to be unto and to the use of the Lessor forever for Housing Schemes AND WHEREAS the Lessee has represented to the Lessor as he doth hereby confirm and declare that he is not a tenant member of any other Society AND WHEREAS the Lessee is a member of the said Navyug Co-operative Housing Society Limited and the holder of 5 (five) shares in the Society and has applied for a lease of the premises more particularly described in the Second Schedule hereunder written and the said Navyug Co-operative Housing Society Limited has agreed to grant such lease on the terms hereinafter appearing NOW THIS INDENTURE WITNESSETH as follows:-



1. In consideration of the sum of Rs. *10660/- (Rupees - Tenthousand sixhundred sixty) only* paid by the Lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledge) and of the rents and covenants hereinafter reserved and contained the Lessor doth hereby demise unto the Lessee ALL that plot of land situate at Vile Parle and bearing Plot No. *29* being part of original Plot No. *11/1* and bearing Survey No. 287 (part) of Vile Parle and more particularly described in the Second Schedule hereunder-written of the Lessor's Estate and shown on the plan annexed hereto and thereon coloured pink TOGETHER WITH the right in common with the Lessor and all members of the Society and the occupiers of the adjoining premises to use for all purposes the roads and passages made or hereafter to be made by or for the accommodation of the Lessor and the members of the Society EXCEPT AND ALWAYS RESERVED the free passage and running of water and soil coming

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from any other buildings and lands of the Lessor and the Lessee and Tenants of the Lessor by, in or through the channels, water courses, sewers and drains made or to be made upon or under the demised premises reserving also all mines and minerals in or under the said land with full rights at any time to win and get the same provided that no damage is done to the Lessee nor his free occupation of the premises hereby demised, disturbed or interrupted TO HOLD the said premises more particularly described in the Schedule hereunder written and hereinafter referred to as "the demised plot" unto the Lessee from the 18th day of December 1961 for the term of 998 years paying thereafter during the said term yearly on the 1st day of January in each and every year the rent of one rupee (if demanded).

2. The Lessee for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Lessor as follows:-

- (1) To pay the reserved rents on the days and in the manner aforesaid without any deduction or abatement whatsoever.
- (2) To bear pay and discharge all existing and future rates, taxes, assessments, duties, impositions and outgoings whatsoever assessed, imposed or charged upon the demised plot and premises or on the rent thereof or upon the owner or occupier in respect thereof or payable by either in respect thereof and not included in the said reserved rents.
- (3) To pay a further rent equal to the proportion (to be certified by the Lessor whose certificate shall be final and conclusive) of the expenses incurred from time to time in the management of the Society.
- (4) To pay a proportion to be fixed by the Lessor of all expenses payable from time to time in respect of cleansing all party walls, party fences, party hedges, sewers, drains, gates, roads, paths, pavements and other things and the use of which is common to the demised plot and premises and to adjoining premises.
- (5) To observe comply with and satisfy all regulations by-laws, rules and conditions now or at any time hereafter prescribed by Government or by any local authority.
- (6) Not to make without consent of the Lessor any excavation upon any part of the demised plot nor to remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming the foundation of buildings.
- (7) To well and substantially repair, cleanse, maintain, uphold, support, amend and keep the demised plot and premises

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and all buildings and improvements which may at any time be thereon and all additions thereto and the boundary walls hedges and fences and gates thereof and the drains, sewers and other pipes and sanitary and water apparatus thereof (all of which are hereinafter included in the expression "the demised premises") in good and substantial condition and the brickwork properly painted.

- (8) To use the demised plot and premises for the purpose of a private residence only and not without the permission in writing of the Lessor first had and obtained to do or permit any trade or business in any building or upon any part of the demised plot and premises such permission however not to be unreasonably withheld in case of the Lessee or a respectable or responsible person.
- (9) To keep the compound and open spaces of the demised plot in a clean and sanitary condition and not to allow the same to be over-grown with weeds and rank vegetation and to keep the hedges and fences in neat and proper order and repair to the satisfaction of the Lessor.
- (10) To permit the Lessor and the agents of the Lessor with or without workmen or others at all reasonable times to enter upon the demised plot and premises and to view and examine the condition thereof and upon the Lessor or the agents giving or leaving notice in writing of any defect or wants of reparation to repair and make good the same within the space of two calendar months according to such notice and the covenant in that behalf hereinbefore contained.
- (11) Not to do or suffer anything to be done on the demised plot and premises which may cause damage nuisance annoyance or inconvenience to the occupiers of adjacent houses, the Lessor or the neighbourhood.
- (12) That if the Lessee shall at any time make default in the performance of the covenants herein contained for or relating to the repair or maintenance of the premises or any part thereof it shall be lawful for the Lessor with or without workmen and others at any time and from time to time (but without prejudice to the right of re-entry under the clause hereinafter contained) to enter upon the demised plot and premises and repair and maintain the same at the expenses of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs and maintenance shall be repaid by the Lessee to the Lessor on demand.
- (13) That the Lessor shall at all times have power without obtaining any consent from or making compensation to



the Lessee to deal as the Lessor may think fit with any of the lands and premises adjoining or opposite or near to the demised or neighbouring lands or premises any time during the said term hereby granted enjoyed by the Lessee or the occupiers of the demised plot and premises or any part thereof and also to be used for any purpose which the Lessor may approve.

- (14) Not to assign under-let or part with the possession of the demised plot and premises or any part thereof at any time during the said term hereby granted without the written consent of the Lessor for that purpose previously had and obtained, such consent not to be withheld in the case of responsible and respectable tenant being a registered member of the Society PROVIDED ALWAYS and it is hereby agreed that on every permitted disposition or devolution of or dealing with the demised plot and premises under or by virtue of these presents the Lessee shall pay to the Lessor half the amount or value of any premium or other consideration received by the Lessee from the purchaser or transferee or underlessee in respect of the demised plot and premises and shall also pay to the Lessor half the extra amount received by the Lessee from the Purchaser, Transferee or Under-Lessee over and above the capital cost with interest thereon at 6½ per cent per annum upto a limit of one-third of the Capital cost.
- (15) Not to make any assignment or other disposition of the demised premises or any part thereof which shall have the effect of vesting the demised premises for the said term or any part thereof in other then one and the same party or parties at one time.
- (16) On every disposition or devolution of or dealing with the demised plot and premises whether by assignment of the term hereby granted, or of the term granted by any underlessee or by assignment of any Probate of Will, Letters of Administration, Order of Court or by any means whatever the Lessee his underlessee or assigns or any assignee or assignees of such instrument as aforesaid shall produce the same for registration at the office for the time being of the Lessor and leave a copy of the said document if so required by the Lessor and pay the sum of one rupee as the fee for registration thereof and will also pay any legal expenses that may be incurred by the Lessor in taking legal advice concerning such instrument.
- (17) At all times to observe and abide by and be bound by the rules, regulations and by-laws for the time being of the Lessor and to carry out the instructions and directions of the Managing Committee of the Society.



- (18) To observe and perform the covenants, conditions and obligations of the Lease or Government Sanad or agreement under which the demised plot is held by the Lessor and whereof the Lessee shall be presumed to have notice and will at all times indemnify the Lessor against any breach or non-observance thereof.
- (19) To pay to the Lessor on demand such amount as may be decided by the Lessor towards the balance, if any, of the amount payable by the Lessor to the Bombay Housing Board for the final cost of the Scheme as provided in the hereinbefore recited Indenture of Conveyance dated the 14th day of October 1956.
- (20) At the end or sooner determination of the term hereby created peaceably and quietly to yield up and deliver the demised plot and premises to the Lessor with all additions and improvements thereto.

3. The Lessor hereby covenants with the Lessee as follows:--

- (1) That the Lessee paying the rents hereby reserved and observing and complying with the by-laws and Rules and Regulations for performing the several covenants and stipulations herein contained for the time being and from time to time in force of the Society and observing and performing the several covenants and stipulations herein on his behalf contained shall peaceably hold and enjoy the demised plot and premises during the said term without any lawful interruption by the Lessor or any person rightfully claiming through under or in trust for the Society.
- (2) That in the event of this lease being determined by the Lessor by notice under the provisions contained in Clauses 4 (1) and 4 (2) hereof (except for a breach of Clause 2 (18) hereof) to pay to the Lessee the value of the Lessee's interest in the demised plot and premises (excluding the site thereof) at the date of the said notice (such value to be determined by valuer to be appointed by the Registrar of Co-operative Societies appointed under the Co-operative Society Act) but such value shall not exceed the actual cost of construction or the market price thereof on the date the lease may be determined whichever is less after deducting from such value 5 per cent of the amount of the valuation and any moneys due to the Lessor whether in respect of the demised plot and premises or on any account whatever such payment to be made to the Lessee after vacant possession shall have been given to the Lessor.

4. PROVIDED ALWAYS AND IT IS HEREBY expressly agreed as follows:--

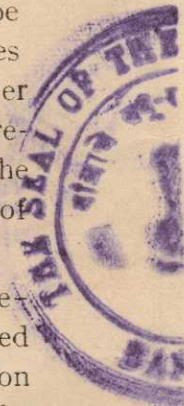


- (1) That if the Society shall in accordance with the by-laws of the Society for the time being in force pass a resolution expelling the Lessee from the Society or in the event of the demised plot and premises being occupied by or vested in his heirs or legal representatives or the nominee of a member under the by-laws of the Society, the Lessor may at any time thereafter by giving to the Lessee three calendar months' previous notice in writing to that effect determine the term hereby granted and on the expiration of the said period of 3 months such lease shall be absolutely void to all intents and purposes whatsoever but without prejudice to any claim by the Lessor for any arrears of rent or in respect of any breach, non-observance or non-performance of any covenant or condition herein contained.
- (2) If any covenant on the Lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to give to the Lessee three calendar months, notice requiring the Lessee to remedy the same and that on the expiration of such notice unless the same shall be complied with into and upon the demised plot and premises or any part thereof in the name of the whole to re-enter and the same to hold repossess and enjoy as if these presents had never been granted without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.
- (3) Any notice requiring to be served or requirement or demand to be made hereunder shall be sufficiently served or made on the Lessee as appearing in the Registration Books of the Society and although only addressed to the Lessee and affixed to or left on the demised plot or premises or sent by registered post to the last known address of the Lessee or his authorised agent.

IN WITNESS WHEREOF the Common Seal of the Lessor is hereunto affixed and the Lessee has hereunto set his hand the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All that piece or parcel of agricultural land or ground situate lying and being at Vile Parle being part of Survey No. 287 of Vile Parle in the Registration Sub-District of Bandra, District Bombay Suburban containing Plot No. 11/1, 11/2, 11/3 of the Juhu-Vile Parle Development Scheme admeasuring 30168 sq. yards respectively total aggregating to 30168 sq. yards or thereabouts bearing Survey No. 287 of Vile Parle in the record of rights of the Revenue Department and bounded as follows i.e. to say:—



On or towards the North by	for Plot No. 11/1 100' Road No. 1	for Plot Nos 11/2 & 11/3 By the Plots allotted to the Swastic Co-operative Housing Society Ltd.
On or towards the South by	Southern Boundary of the Scheme	100' Road No 1
On or towards the East by	Utility Plot	By the Plot allotted to the Swastic Co-operative Housing Society Ltd.
On or towards the West by	for Plot No. 11/1 60' Cross Road No. 1	for Plot Nos 11/2 and 11/3 60' Cross Road No. 1.

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of agricultural land or ground situated and being at Vile Parle being part of Survey No. 287 of Vile Parle in the Registration Sub-District of Bandra, District Bombay Suburban being Plot No. 29 containing by admeasurement 1066-sq. yards or thereabouts being part of Original Plot No. 11 of the Juhu-Vile Parle Development Scheme bearing Ward No. K 8185 Street No. 11 AJ and Survey No. 287 of Vile Parle (part) in the record of rights of the Revenue Department and bounded as follows i.e. to say:—

On or towards the North by 100' Road No. 1.

On or towards the South by Southern Boundary of the Scheme.

On or towards the East by Plot no. 30.

On or towards the West by Plot no. 28.



The Common Seal of NAVYUG CO-OPERATIVE HOUSING SOCIETY LIMITED was hereunto affixed pursuant to the Resolution passed by the Managing Committee on the 24th day of June 19 61 in the presence of:

- (1)
- (2)

Members of the NAVYUG CO-OPERATIVE HOUSING SOCIETY LIMITED who have signed in token thereof in the presence of:

- (1) R. N. Vyse R. N. Vyse
- (2) Mandarlal N. Doshi
Mandarlal N. Doshi

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 JJS PPR JJS
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Jivandas G. Sampat, Chairman
 Parshuram P. Ravel, Honorary Secretary

SIGNED, SEALED and DELIVERED by the withinnamed

Brijroshan Vyas

in the presence of:

- (1) ~~*R. Vyas*~~ *R.N. Vyas*
- (2) *Mankarbal N. Doshi*
Mankarbal N. Doshi

Received from the withinnamed lessee the sum of Rs. 10,660/- being the consideration money paid by him to the Society.

Rs. 10,660/- (Rupees - Ten thousand and six hundred Sixty) only.

Witness:—

R.N. Vyas
R.N. Vyas

I say received.

Jivandas G. Sampat,
Chairman of Managing Committee
of The Navyug Co-operative
Housing Society Ltd.



serial No. ¹⁰⁰⁶ 664

Presented at the office of the
Sub-Registrar of Bandra between
the hours of 11th A.M. and 12th P.M.
on the 16th April 1962

Jivandas G. Sampat.
Chairman
Naryug co-operative housing
Society

५३-११७

Sub-Registrar
Bandra

- 1) Jivandas G. Sampat. Chairman
56, Busrinis, Vileparle.
 - 2) Parshuram P. Rawal. Hon Secy
63, Busrinis Vileparle
The Naryug co-op housing society.
 - Krishnan Vyas.
42, Film Bldg, Vileparle
- Executing parties.....



admits execution of the so
called lease deed.

५३-११७ २-२-६२
देखी जा रही है

- 1) Jivandas G. Sampat
- 2) Parshuram P. Rawal
- 3) Krishnan Vyas
- Ganishankar G. Bhatt.
Advocate Vileparle

and known to the Sub-Registrar
states that he personally knows
the above executant and identi-
fies him, them

G. Bhatt
Advocate

५३-११७
16th April 1962

Sub-Registrar
Bandra

Registered at No. 1006 Additional
Bk. No. 1. Vol. 67 NPP 159 to 163
of 6.7.1962
Sub-Registrar
Bandra



Copy of this accompanying is
entered at page 13 Vol. 104
of Supplement to Book No. 1
Part II.

6.7.1962
Sub-Registrar,
Bandra

Date this

day of

196

THE NAVYUG CO-OPERATIVE HOUSING
SOCIETY LIMITED.

To

LEASE

Received Completed Copy of this
lease. Pravinhanu
29-9-62