

Tel.: 2267 7242 / 2267 1810 Fax: 22673849

Email: mumbai@bhaveandcompany.com

2nd Fir., 65, Old Oriental Bidg., M. G. Road, Flora Fountain, Mumbai - 400 001.

Date:30th October, 2019

To,

The Secretary, Rose Blossom Co-Operative Housing Society Ltd. Mahim, Mumbai.

Ref.: Property being (Land together with the building known as "Rose Blossom C.H.S. Ltd."), bearing Original Plot No. 24, Final Plot No. 648 of TPS No. III, Cadastral Survey No. 728 of Mahim Division.

Sir,

Please find enclosed Certified copies of the Documents duly registered found during the search, the details of which are as follows:-

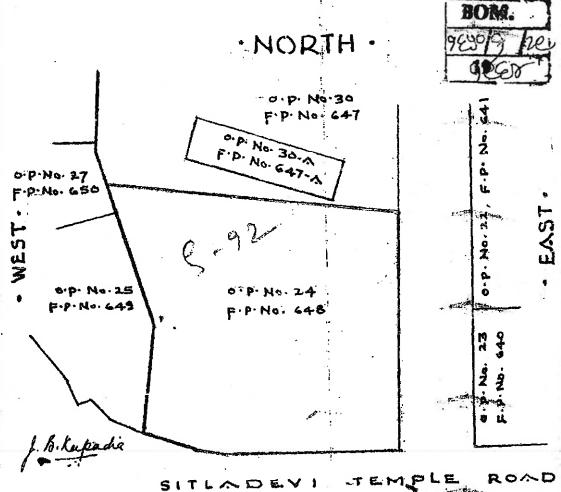
- i) Property Card.
- ii) Lease Deed dated 15th May, 1964 duly registered Sr. No. BOM/1650/1964
- iii) Release Deed dated 9th September, 1967 duly registered Sr. No. BOM/3256/1967.
- iv) Assignment Deed dated 22nd November, 1968 duly registered Sr. No. BOM/4069/1968.

Kindly acknowledge the receipt of the same.

Yours faithfully, For BHAVE & COMPANY

PARTNER

- PLAN OF PROPERTY
- BOUNDRY COLOURED RED.
- CONTAINING 1915-00 SQ YDS
- BEARING O.P. No. 24 AND
- FINAL PLOT No 648 OF T. P.S.
 - · III MAHIM
 - SCALE 40 FEET TO AN INCH



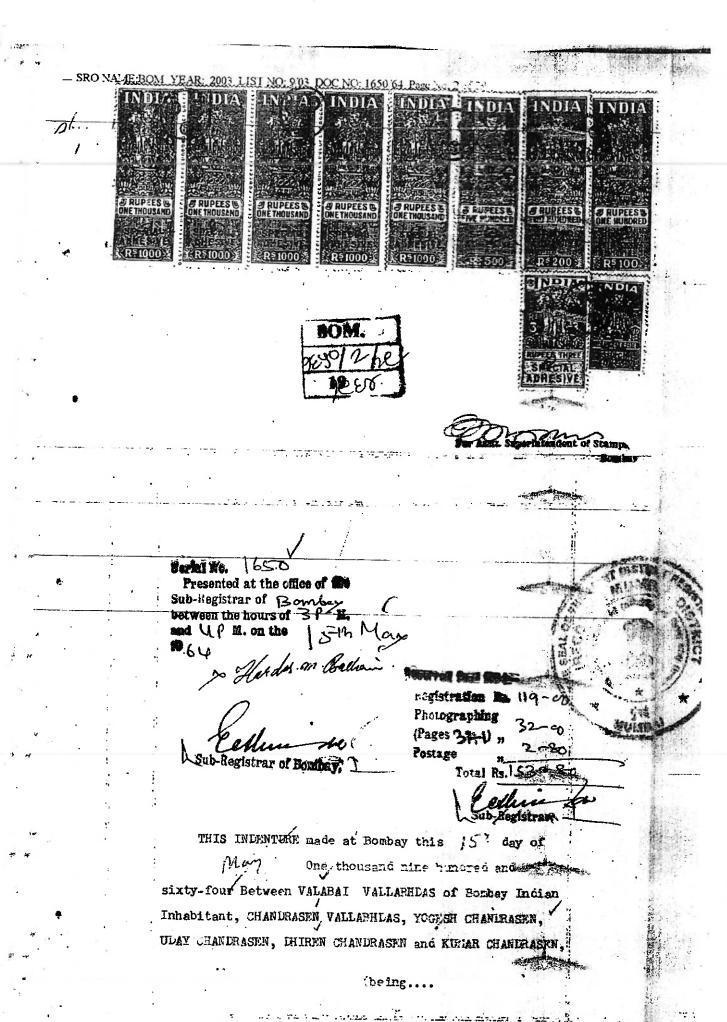
Chambrasan Vallabledas

Varotam Vallathda SOUTH - Bhaggan Vallathda Yogh Chaudlann Hardos Em Bidehant .

ARCHITECT & ENGINEER

IC, MOHATTA MARKET

PALTON ROAD



(being members of a Joint and undivided Hindu Family)
the said United Chandrasen and Kumar Chandrasen being
minors by their father and guardian the said Chandrasen
Vallabhdas all of Bombay Indian Inhabitants, MAROTTAM
VALLATHDAS, ASHOK MAROTTAM and SUNIL MAROTTAM, (being
members of a Joint and undivided Hindu Family) the
said Ashok Farottam and Sunil Narottam being minors
by their father and guardian the said Marottam

Vallabhdas all of Bombay Indian Inhabitants, BIATAFLAS VALLATHLAS and VERAL PHAGMANLAS (being members of a joint and undivided Hindu Family) the said Vikran Bhagwandas being minor by his father and guardian th said Bhayandas Vallathdas both of Rombay Indian Inhabitants all hereinafter collectively referred to as "the Lessors" (which expression shall unless it be repugnant to the context or meaning thereof he deemed to include but not in the case of Valabai, the meater or members for the time being of the respective joint femilies and also their respective heirs, executors and administrators) of the First Part JAG OHANLAS BRAGHAN-LAS KAP NoTA also of Bowley Indian Inhabitant herein after referred to as " Confirming Party" of the Second Part Hardas Morumal Bachaney and Kalawanti Sobhraj Bachaney both of Bombay Indian Inhabitants carrying on business in partnership under the firm name and style of Harikala Construction Co hereinafter referred to as " The Lessees" (which expression shall

unless..

AGEN IN

F7 3 4

unless it be repugnant to the context or meaning there. of be deemed to include their respective heirs, executors, administrators and permitted assigns") of the Third Part WHFREAS one Vallabhdas Tilsions Mass during his life time inter alia seized and possessed of a piece or barcel of land or ground with the messuage tenement and hereditements standing thereon situate at mahim more particularly sescribed in the First Schedule hereunder written AND AFFRAS the said Vallabhdas Tulsidas was a member of a joint Hindu. family of which the said Vallabhoas Tulsidas and his sons Chandrasen Vallachdes, Perottas Vallathdas and Bhagwandas Vallabhdas were coperceners AND WHEREAS the said Vallabhdas Tulsicas died intestate at Bombay on or about the 26th day of July 1141 lesting the and immovable properties including the property at Mahim mentioned in the First Schedule hereunder written as properties belonging to the said joint Hindu family of which the said Vallabhdas Tulsidas was a Karta AND MHRREAS the said Vallabhdas Tulsicas had left. him surviving his wife Valabai Vallabhoas and his three sons Chandrasen, Narottam and Bhagwandaseand four unmarried daughters and one married daughter AND MHERFAS a suit being Suit No. 48 of 1942 was filed by the said Chandrasen Vallabhoas and his son Yogesh Chandrasen who was then a minor, in the light Court of Judicature at Bombay against the said Narottam Vallabhüas, Valabai Vallabhdas, Bhagwandas Vallarhúas,..





Vallabhdas, (then a minor) and the four unmarried daughters of Vallabhons Tulsidas of whom three were then minors praying inter alia for partition of the said joint family properties left by the Deceased Vallabhdas Tulsidas AND WHENTAS by a Consent becree dated the 12th day of March, 1943 passed in the said Suit Ho. 48 of 1942 and expressed to be for the benefit of the minor parties the joint family properties mentioned in the Schedules annexed to the said Consent Decree (which included the property mentioned in the First Schedule hereunder written) were ordered to be partitioned between the Plaintiffs and the Defendants in manner therein mentioned AND WHEREAS the property mentioned in the First Schedule hereto was described eighthly in Schedule 'A' annexed to the said Consent Decree dated the 12th day of .iarch 1943 AND WHENFAS the said Consent Decree inter alia provided that the properties at Tahim and Essaji Street eighthly and minthly described in Schedule 'A' annexed thereto he set apart as the Share on partition of the 2nd Defendant (i.e., Valabai Vallabhoas) and that the 2nd Defendant do receive the net rents profits and income of the said properties during her life time and that after her death the said properties be divided into three equal parts and one part shall be given to the Plaintiffs (i.e. Chandrasen Vallabhdas and Yogesh Chandrasen) the second part shall be given to the

lst...



<u>--- 5 --</u>

1st Defendant (i.e. Narottam Vallabhdas) and the third part shall be given to the 3rd Defendant de the Bhagwandas Vallabhdas) AND MHRREAS in terms of the said Consent Decree the said Valabai Vallabhdus was put in possession of and commenced to receive the rents profits and income of the said property at Mahim mentioned eighthly in Schedule 'A' to the said Consent Decree being the same as the property mentioned in the First Schedule hereunder AND WHEREAS under the Town Planning Scheme, Bombay City No. III (Mahim Area) the original holding, mentioned in the First Schedule hereto was re-constituted into a final plot and the Lessors were allotted the lands, hereditaments and premises mentioned in the Second Schedule hereunder written being final Plot No. 648 of the said Scheme AND WIFAFAS by an Agreement to lease dated the 25th day of February 1964 the said Valabai Vallabhdas, Chandrasen Vallabhdas, Yogesh Chandrasen, Uday Chandrasen, Naro tam Vallabhdas and Bhagwandas Vallabhdas agreed for their respective selves and as regards the second, fifth and sixth named Lessors also on behalf of their respective minor sons abovenamed, with the Confirming Party to grant to him or his nominee or nominees a Lease of the said land, hereditaments and premises at Hahim being final Plot No. 648 of Town Planning Scheme No. III more particularly described in the Second Schedule hereunder written and delineated on the Plan hereto annexed and shown thereon in red coloured ...



9000 he

coloured boundary lines, for a term of 98 years with an option for renewal of the said lease for a further period of 98 years and upon terms and conditions mentioned herein ANL MIFREAS the Confirming Party enterad into the said Agreement of Lease for and on behalf of the Lessees AND HFREAS by an Order dated the 27th day of March, 1964 made on the Petitig being Petition No. 86 of 1964 filed in the High Court : of Judicature at Bombay by the said Chandrasen Vallabhdas, Karottam Vallabhdas and Bhagwandas [Vallabhoas the Lease (being these presents) of the property mentioned in the Second Schedule hereto was sanctioned by the said Court on behalf of the minors Lhiren Chandrasen, Kumar Chandrasen, Ashok Marottam, Sunil Marottam and Vikram Bhagwandas AND WHFRFAS by the said Order dated the 27th day of Harch, 1964 the said Chandrasen Vallabhdas was authorised to complete. the Lease of the said property mentioned in the Second Schedule hereto and to execute the Deed of Lease and other locuments in favour of the Lessees and to do all acts and things necessary for the purpose as guardian on behalf of his minor sons thiren Chandrasen and Kumar Chandrasen AND WHFREAS by the said Order dated the 27th day of March, 1964 the said Narottam Vallabhdas was authorised to complete the Lease of the said property mentioned in the Second Schedule hereto and to execute the Deed of Lease and other

cocuments ...

BOM.

__ 7 --

and things necessary for the purpose as guardian on behalf of his minor sons Ashok Narottam and Sumil Narottam AND WHEREAS by the said Order dated the 27th day of March 1964 the said Bhagwandas Vallabhuas was authorised to complete the Lease of the said property mentioned in the Second Schedule hereto and to execute the Deed of Lease and other Documents in favour of the Lessees and to do all acts and things necessary for the purpose as guardian on behalf of his minor son Vikram Bhagwandas AND WHEREAS the Confirming Party has requested the Lessors to execute the Decdard Lease being these presents in favour of the Lessees NOW THIS INDENTURE WITNESSETH as follows:

1. In pursuance of the said Agreement and intersideration of the rent hereinafter reserved and of the covenants conditions and agreements hereinafter contained and on the part of the Lessees to be paid observed and performed and in further consideration of the expenses to be incurred by the Lessees in erecting buildings and structures on the premises mentioned in the Second Schedule hereunder written as hereinafter mentioned THEY the Lessors at the request and directions of the Confirming Party do and each of them doth hereby demise unto the Lessees all that piece or parcel of land or ground together without the messuage tenements and hereditaments standing

thereon....

Y. S W. C. C.

4;

HOTOS W LC

_3:



situate at Lahim outside the Fort of Bombay in the H.01.18

Registration Sub-Vistrict of Bombay and more particularly described in the Second Schedule hereunuer written (hereinafter for brevity's sake referred to as "the demised Premises") and delineated on the plan thereof hereto annexed and thereon shown surrounded by

rea coloured beancary lines TO THE INTENT that such demise shall operate as a demise by the said Valahai enuring only for her life time and that it shall operate as an immediate dealse by the other Lesson hereinabove named in so far as concern their present vested interest in the demised premises described in the Second Schedule hereunder written which on the ceath of the said Valabai shall become vested in them in possession, so that as from that date this demise shall operate as a demise by the said other Lessors TO HCLD the same unto the Lessees from the

15 cay of lay 1964 for the term of 98 years renewable as hereinafter mentioned YIKLDING AND PAYING therefor upto the 14- day of May 1965 the monthly rent of Re. 1/- and curing the remainder of the said term the yearly rent of Rs. 28,800/- by equal quarterly payments in advance on the 15° day of day,

day of August the

day of Hovember and the the 15 cay of February

in each year free and clear of all deductions of whatsoever nature the first payment thereof to be made on If the. 15 and of May, 1965 such quarterly rents to be

MMB

M

MOH

paid to Valabai for and during her life time, and after her death one third of such quarterly rent viz Rs. 2,400/- to be paid to the said Chandrasen Vallabhdas, Yogesh Chandrasen, Uday Chandrasen, Ihiren Chanorasen and Kumar Chandrasen and other or others if any being for the time being coparceners of the joint and undivided Hindu family constituted by them another one third of such quarterly rent viz Rs. 2,400/- to be paid to Narottan Wallabhdas, Ashok Narottam and Sunil Narottam and other or others if any for the time being coparceners of the joint and undivided Hindu family constituted by them, and the last one third of such monthly rent viz Rs. 2,400/to be paid to the said Bhagwandas Vallabhoas and Vikram Bhagwandas and other or others if any for the time being coparceners of the joint and undivided Hindu family constituted by them, AND upon conditions of the performance of the covenants on the part

The Lessees so as to bind themselves and their heirs, executors, administrators and permitted assigns and the occupier or occupiers for the time being of the demised premises and to the intent that the obligations herein may continue throughout the term hereby created covenants with the Lessors as Tollows:

the Lessees hereinafter contained.

(a) During the said term to pay without any deduction...

HOM: 5080 199 he

HM-B

deduction the rent hereinbefore reserved upon the days and in the manner and to the persons aforesaid.

To bear pay and discharge regularly and punctually as and when they become que all rents, rates, cesses, taxes, assessments, ques, duties, impositions, outgoings, burdents and charges whatsoever which now are or may at any time hereafter during the said term be assessed, levied and charged or imposed upon the demised premises or any part thereof and/or any building or erections constructed thereon by the Government of Jaharashtra or the Municipal Corporation of Bombay or any other local authority or by the Central. Government or any other statutory authorities and whether payable by the Lessors or Lessees or owner or occupier of the same in respect thereof and not allow the same to fall'in arrears.

(c) The Lesses shall pull down the existing structures and shall at their own cost and expense erect, construct, cover in and complete fit for occupation within the period of 3 years from the date hereof.

OT . . .

BOM.
96499996

- 11 -

or within such extended period as may be agreed upon in writing on the demised premises, building, or buildings or structures to be used for residence and/or offices ano/or shops with suitable severs, crains, roads and other works after securing the previous permission in writing of the Collector, the Municipal Corporation of Greater Bombay or any Public Body or other authority as may from time to time be necessary or required and all such construction. to be carried out with good materials of their respective kinds and strictly in accordance with the municipal bye-laws and building rules and regulations for the time being in force in that behalf of the Collector, the Hunicipal Corporation of Greater Bombay or any Public Body as the case may be and asper the plans and specifications sanctioned by Municipal Corporation of Greater Bombay and shall expend on the construction of such building or buildings a sum of at least Rs. 3,00,000/- (Rupees Three lacs) PROVILED THAT the Lessees shall at all times remain liable for any breach or non-observance of

rules.

law or bye-laws, buildings rules and other

H.Wg.

W C

K. S W. S HAR HAR

ROM

rules and regulations governing the construction of such building or buildings or works and indemnity the Lessors against any loss or damage to their consequential upon such breach.

In

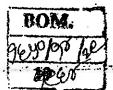
(a)

To execute all works in connection with the comised premises in accordance with all statutes applicable thereto and in accordance with the bye-laws and regulations of the local authorities and Bombay Municipality.

MAX HAX

- (e) To repair, upholo, maintain and keep in good and tenantable repair and condition each the said buildings and other structures and all additions thereto.
- (f) To permit the Lessors or their Architects and Engineers when occasion requires in the day time after 24 (twenty four) hours previous notice in writing from the Lessors to enter into and upon the demised premises and all buildings and other structures erected thereon and to view the condition thereof.
- (g) Not to sell or dispose of any earth, clay, gravel or sand from the demised premises nor to excavate the same EXCEPT so far as may be necessary for the execution of the said works PROVILED REVERTHELESS that the Lessees may use

for...



-- 13 --

for the purpose of the said works any material excavated in the course of the proper execution thereof or lying on the said demised premises.

- (h) To make, maintain and keep in repair all orains, sewers and gutters on and leading from the demised premises and at all times ouring the continuence of this demise to observe and to confirm to all such rules of the dunicipality of Bombay as may be in force.
- to insure and keep insured against loss or camage by fire in the names of the Lessors and Lessees the said buildings or other structures and any building or buildings for the time being on the demised premises in some respectable Insurance Office in the sum of Rs. 3,00,000/- (Rupees Three lacs) at least AND whenever requested to produce to the Lessors all Policies for the time being in force and the receipts for the premium thereon for the current year.

As often as the demised premises or any part thereof shall be destroyed or damaged as aforesaid forthwith to rebuild and reinstate the same according to the plans approved by the Municipality and shall apply all moneys to be received

hw



NY WEST MIK (5)

nonte

MYC.

by virtue of any such insurance as aforesaid for the said purpose and in case the same shall be insufficient, then to make up the deficiency out of his own moneys.

(k) Not to use the buildings on the demised premises at any time for any other purpose than private Guelling houses, offices, shops or godowns or for any illegal, immoral or improper purpose or to co cause permit or suffer to be done upon the demised premises or any part thereof anything which may be or become a nuisance or annoyance or cause camage to the Lessors or the occupiers of

the neighbouring property.

Not without the permission in writing of the (1)Lessors to assign transfer or charge the demised premises or any part thereof PAOVIIED FURTHER that such consent shall not be arbitrarily or unreasonably withheld and PROVIDED FUNTHER that in case the building or buildings constructed over the demises premises have been so constructed on ownership flats basis the assignment or sub-demise of the ucmised premises shall be to a Co-operative Housing Society duly constituted and registered and the consent of the Lessors to such assignment or sub-armise shall only be accorded upon the

Lessees...



Lessees satisfying the Lessors that any interest which any flat owner; takes in any flat is subject in all respects to these presents. Within four calendar months after the demised premises or any part thereof shall have become assigned or transferred whether absolutely or by death or operation of law or otherwise howsoever to give to the Lessors notice thereof in writing containing the name or names of the Assignee or Assignees, Transferee or Transferees and to produce to the Lessors the instruments of such assignment or transfer or other accuments effecting or evidencing the same PROVIDED HOWEVER that the time taken in registering any document with the Sub-Registrareof Assurances shall not be included in computing the period aforesaid.

- To indemnify the Lessors from and against all (m) claims and demands that may be made by the Municipal Corporation of Greater Bombay or the Owners of the neighbouring buildings or any other person in respect of thes agreement and/or the construction of the building to be erected by the Lessees and all costs, charges and expenses incurred by the Lessors in respect thereof.
- At the expiration or sooner determination (n)

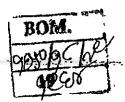
of the said term to yield up the demised premises including all buildings erected thereon during the said term and additions thereto and all fixtures therein in such repair and condition as shall be in accordance with the covenants herein contained.

any buildings or other erections nor to erect any other erection or building on the land comprised in the demises premises without the written permission of the Lessors first had and obtained and any demolition addition alteration or other erection or work which may be made or done with such permission shall be made or cone in accordance with plans approved by the functionality and not otherwise.

served and observing and performing the several covenants and stipulations herein-before on their part contained may peaceably and quietly hold possess and enjoy the demised premises during the said term without any interruption by the Lessors or any person or persons lawfully claiming under or in trust for them.

The Lessors hereby covenant with the Lessees:-

ර



__ 17__

of the Lessees made six calendar months before the expiration of the term hereby created and if there shall at the time of such request not be any existing breach or non-observance of any of the covenants on the part of the Lessees herein contained at the expenses of the Lessees grant to the Lessees a lease of the demised premises for a further term of 38 years from the expination of the said term at such rent as may represent the then prevailing market rate (to be determined in case of dispute by Arbitration under and in accordance with the provisions of the Indian Arbitration Act 1940 or any then subsisting statutory modification or re-enectment the record containing the like covenants and provisoes

as are herein contained save and except the

That the Lessors will on the written request

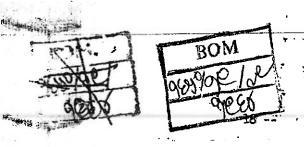
4. PROVIDED ALWAYS and it is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be in arrears and unpaid for a space of 3 months after the same shall have become one or if default shall be made in the performance of any of the covenants and conditions or agreements herein contained to be observed and performed by the Lessees then and in any such case it shall be lawful for the

Lessors.

covenant for renewal.



<u>a</u>:



Lessors or any persons or person duly authorised by them in that behalf to enter into and upon the demisec premises or any part thereof in the name of the whole and thereupon this demise shall cease and determine but without prejudice to any right of action or remedy of the Lessors upder any of the covenants provisions and agreements herein contained PROVIDED ALMAYS that no entry shall be made under the foregoing power in respect of any breach of the covenants herein contained and on the part of the Lessees to be observed and performed unless and until the Lessors have given to the Lessees notice in writing specifying the breaches of the covenants thich are required to be complied with or carried out and the Lessees shall have failed to comply with or carry out the same for the space of 30 dar's after service of such notice.

the term of these presents or in connection with the desired premises shall be considered as duly served if the same shall have been delivered to left for or posted accressed to the Lessees or the agents of 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 persons served or on or at any part of the demised premises or if the same shall have been affixed to any con a spicuous...

SRO NAME:BOM YEAR: 2003 LIST NO: 9/03 DOC NO: 1650/64 Page No. 20.00 HOM. 4.2 414 -part of the conspicuous/building or erection whether temporary or otherwise upon the demised premises. H-MB The Lessors shall be entitled to receive 6. the entire compensation amount awarded by the said Town Planning Scheme Mo. III and the Lesses shall have no right or claim to the said compensation or payment. The Lessors shall alone be liable to pay to the betterment charges if any payable to the local or other authorities. IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove K.S written. THE FIRST SCHELULE ABOVE REFERRED TO: UC ALL THAT piece or parcel of land or ground of the Pension and Tax tenure together with the mess-H·M B uage tenement of dwelling house standing thereon THE P situate lying and being at lahim without the Fort N.V. of Bombay in the Registration Sub-Bistractuck Bombay containing by admeasurement 2637.17 Square K. S yards or thereabouts and registered in the books of W the Collector of Land Revenue under Old Ro. 460 New No. A/4252 Old Survey No. Hil, New Survey No. IIC. 2/29, Cadastral Survey No. 728 of Wahim Division and assessed by the Assessor and Collector of Junicipal Rates and Taxes under G Ward No. 4931 (1-14-2--3) and 4930 (1-2) and New Street Nos. 18, 18A 18B and 258.

À.



THE SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel of land together with District the messuage tenement of awelling House standing there-ton, situate lying and being at Lahim without the Fort of Bombay and bearing original Plot No. 24 and Final Plot No. 648 under the Final Award of the Town Planning Scheme No. III (Lahim Area) and admeasuring 1715 (One Thousand Nine Humared and Fifteen) square wards and bounced as follows:

On or towards North by F. P. Nos. 647A and 647; On or towards South by Sitaladevi Temple Road (formerly ahim Bazar Cross Road); On or towards East by proposed 40'-0" wide road and beyond that by F.P. Nos. 649 and 640; On or towards West by F.P. Nos. 649 and 650.

SIGNEL SEALFL & LELIVERED

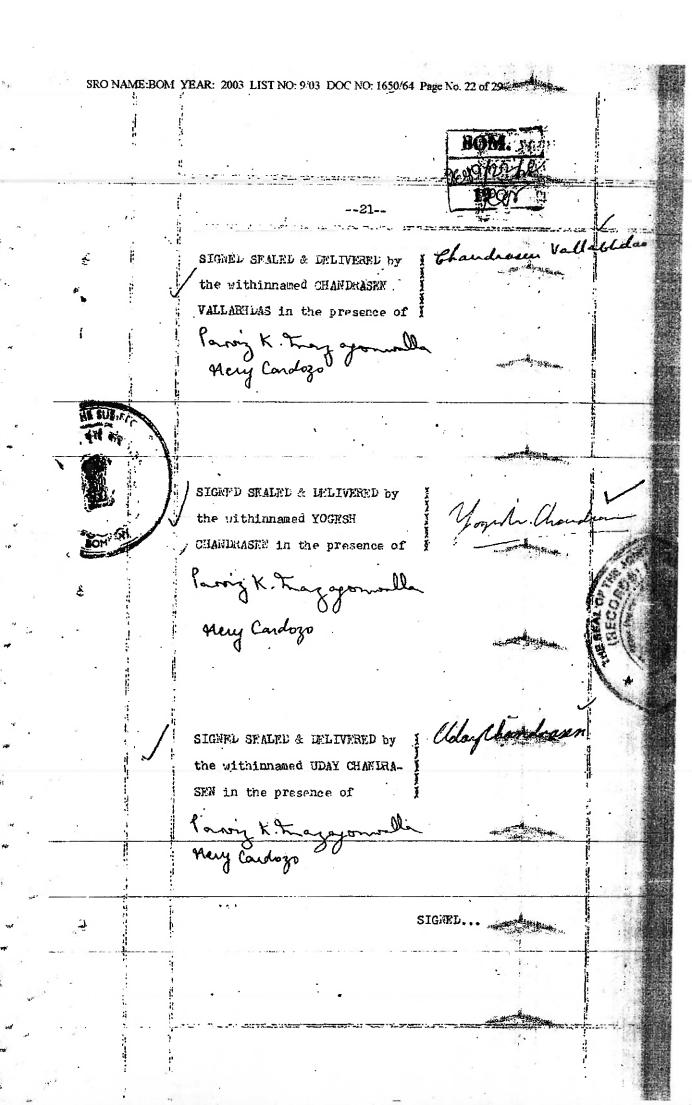
by the withinnamed VALABAI | Carrier on a fam & m.

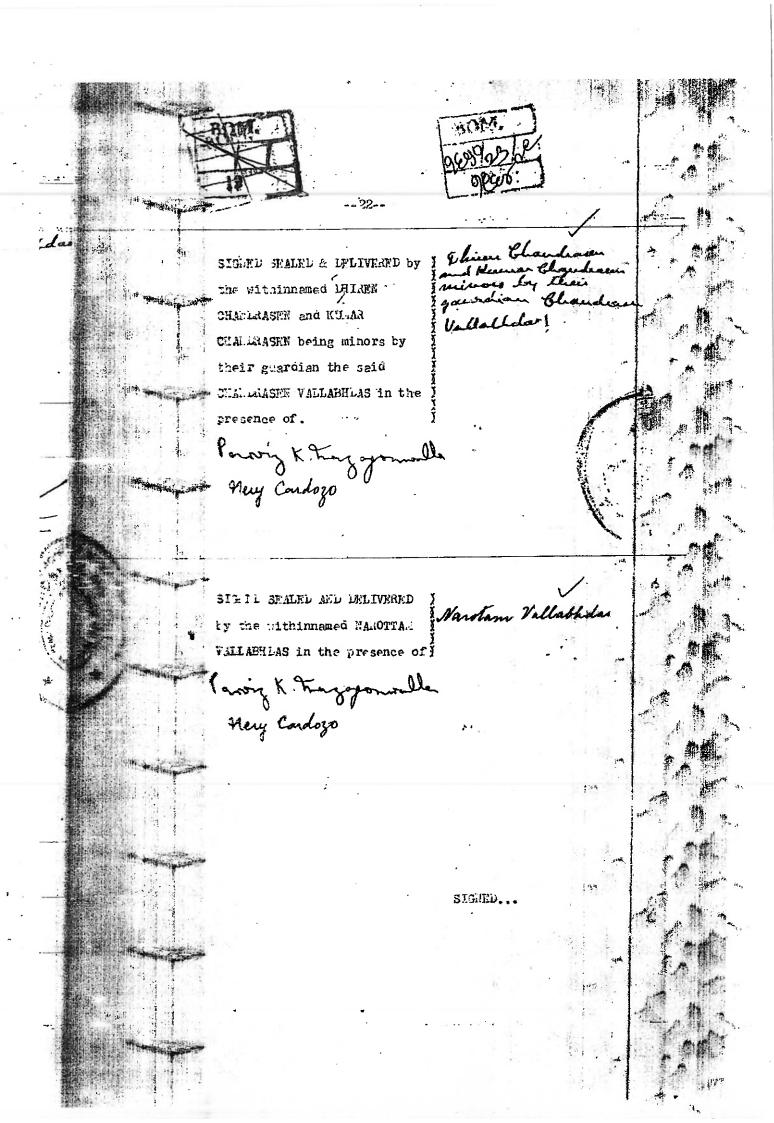
VALLABHLAS in the presence

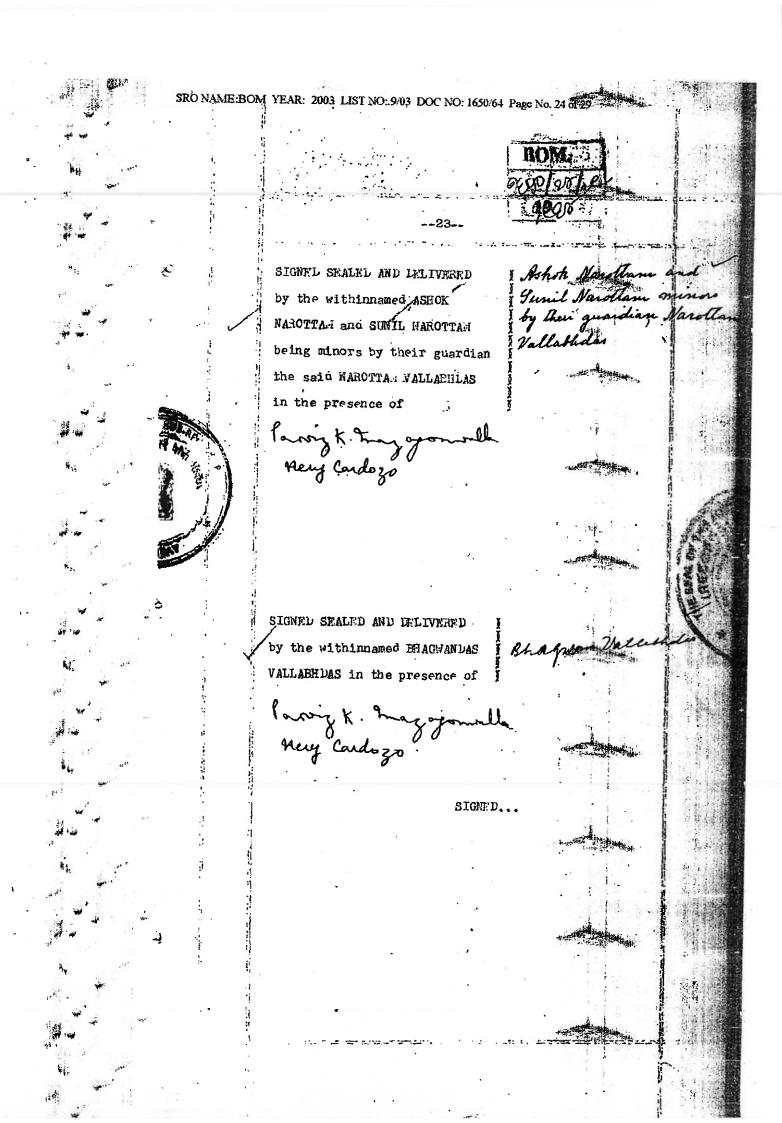
Parintel, Bonbay.

Mery Cardozo

Clerk to Mossis Mazagonisalla & Co









by the sithinnamed VIKRAM EMAGNARDAS being minor by his guardian the said BEAGNANDAS VALLABHLAS in

mane presence of

Paring K. Traygomolla May Cardozo

William Ahapvender James by his julier and Grissiains Bhagwan Valletholm

EINT STALED AND DELIVERED by the withinnamed JAGNOHANDAS ENVELANDAS KAPADIA in the presence of Blogan A. T. August 1. A. K. B.

Haradul chicky, Wat Phy.

SIGHL SEALED AND DELIVERED by American Statement of the Statement and Kalawanti Somethan Eachaney in the pre-

Biograde T. Municipality Spice Boy

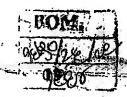
Inder on Backeni

Read over and explained to Bei Valution
Valladeldess in grjant before execution

en a replece of the Kalaine

etter, before execute

G:24



Co shar Chandrasin Vallabhlas. terself and as Guardian of minors () Dhiren and incumat . 54- Indian Business. , residing Mahesuman Mansion . Mahesan Sea Road, Blogo 6 cy shai Udax Chandrosen. 20. Vallabhan 1-97 Navoltan Indian Busines . at Waterlan Mansion Block No 8. 24. Meyo Road. Blog 1. (4) Shri Bhagroundon Vallations. Indian Service texalf ras amadian of his miner son. Vikram & 397 deldion Sat Porijalak" 24 A Wol for Blog 18 (5) Sho: Josmohanda; Bhashandas Kepadia. 36, Fordian. Business at Consider Street Blog 2

(6) Shi Handas Morumal Backenes 20 , Indian Busines 5 (7) Sml Ralamanh Sobbray Bachan . 38 Indian. Hensehold. Both nes Hemman Bills . Phil Blog 2 executing points odmil execution of the so called the d Lease

(, Chandraien Vallalldes

(2) Udaythandrasan. (3) Narotam Vallabhdas (u) Bhaqwan Vallatada (0) Holes.m. Kalle 1964

SRO NAME:BOM YEAR: 2003 LIST NO: 9/03 DOC NO: 1650/64 Page No. 28 of 29 Shrimi Valablan Executing party 74 - Intron tand hald Mon A the My work tree Blong 18 admits execution of the so called length doubt knows the store executant and identifie 19 6Y and known to the Sub-Registrar states that he knows the above executant and identifies hlm. Data

