

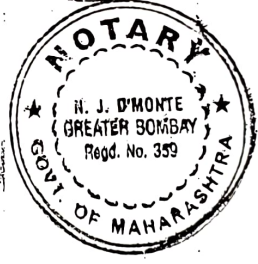
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6/14

Receipt No. 2715 H/6
GENERAL STAMP OFFICE
Bombay, Dt. 2/12/96

RECEIVED from Neharu Nagar Shiv Vaibhav
Stamp Act, 1926 of the Bombay
Stamp Duty Rupees 810/-
only - Eight hundred ten only
only - Eight hundred ten
only -



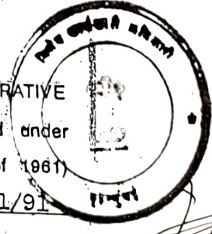
COLLECTOR

J. K. D. K.

THIS INDENTURE OF LEASE made at Bombay this 17 day of JANUARY 1996 (One thousand nine hundred and ninety ~~six~~ seventy) between the MAHARASHTRA HOUSING AND DEVELOPMENT AUTHORITY a statutory Corporation constituted under the Maharashtra Housing & Area Development Act, 1976, (Mah. XXVIII) of 1977, (hereinafter referred to as 'the said Act') having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Bombay - 51, the lessor (hereinafter referred to as 'the Authority' which expression shall unless the context requires otherwise include its successors and assigns) of the One Part :

AND

Neharu Nagar Shiv Vaibhav CO-OPERATIVE HOUSING SOCIETY LTD, Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960, (Mah XXIV of 1961) and bearing registration No. BOMHSG/OB/5345 dated 16/1/91 and having its registered office at Building No. 38 Nehru Nagar, Kurla (East) Bombay 400024 the lease (hereinafter referred to as 'the Society' which expression



विशु शंकर लाड
विशेष कार्यकारी अधिकारी
एच. आर. २३/२७९५
नगरपालिका, कुरला, मुंबई ४०००२४

TRUE-COPY

FOR NEHRU NAGAR SHIV-VAIBHAV CO-OP. HSG. SOC. LTD.

J. K. D. K.

Chairman

Secretary

Treasurer

Chairman

Secretary

Treasurer

बदर - ५३

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shall unless the context requires otherwise include its successors and permitted assigns) of the Other Part :

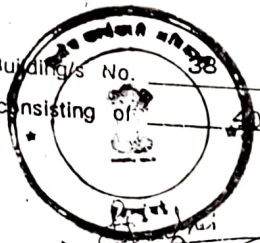
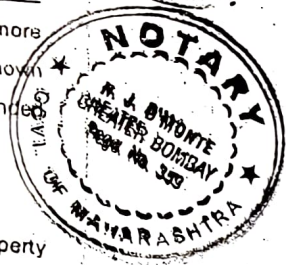
WHEREAS the Authority being duly constituted with effect from the 5th day of December, 1977, under Government Notification in the Public works and Housing Department NO. ARD 1077 (1) dated 5th December, 1977, the Maharashtra Housing Board a corporation established under the Bombay Housing Board (Bom LXIX of 1948) (hereinafter referred to as the Board dissolved by operation of section 15 of the said Act :

AND WHEREAS, under clauses (a) and (b) of Section 189 of the said Act all the property, rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the Authority :

AND WHEREAS, the Board was possessed or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 924.49 Sq. Meters situated at S.No. 229 and 267 City Survey No. 12 pt. being part of the Board's land at Nehru Nagar (East) in the registration subdistrict of Bandra Bombay Suburbann District and more particularly described in the Schedule I hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said land").

AND WHEREAS, the said land has now become the property of the Authority and all rights, liabilities, and obligations of the Board, as aforesaid in relation to the said land have become the rights, liabilities and obligations of the Authority:

AND WHEREAS, the Building's No. 38 situated at Nehru Nagar Kurla Bombay consisting of 40



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विशेष कार्यकारी अधिकारी

TRUE - COPY

M. NAGAN SHIV-VINAYAK CO-OP. HSG. SOC. LTD.

Treasurer

Secretary

क्र. २०१२ - १३
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tenements constructed on the said land (hereinafter referred to as "the said building) is/are being conveyed to the society by a Sale deed of even date between the Authority and the society and it is now expedient and necessary to lease the said land underneath appurtenant to the said building/s to the said society :

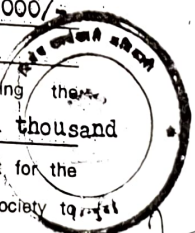
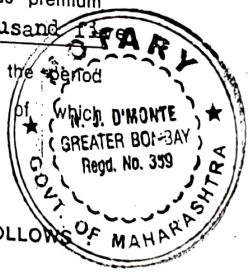
AND WHEREAS the Authority has agreed to lease the said land and the society has agreed to accept such lease for a period of ninety/ninety nine years with effect from the 1/1/67 on the terms, conditions, rent and covenants hereinafter appearing.

AND WHEREAS, it is expedient and necessary to execute an indenture of lease in favour of the society in pursuance of the above mentioned agreement.

AND WHEREAS before the execution of these presents the Society has paid a sum of Rupees 38,000/- (Rupees Thirty eight thousand only) towards premium and Rs. 27,550.00 (Rupees Twenty seven thousand five hundred fifty) only towards Lease Rent for the period from 1/1/67 to 31/12/96 (the receipt of which D'MONTE GREATER BOMBAY Regd. No. 339 the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS

1. In consideration of the above the said sum of Rs. 38,000/- Rupees Thirty eight thousand only only) being the premium and Rs. 27,550/- (Rupees Twenty seven thousand five hundred fifty) only) being the Lease Rent for the period from 1/12/67 to 31/12/96 paid by the Society to the Authority before the execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and



TRUE COPY

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Secretary

Treasurer

FOR NEHA'S NAGAR CO-OP. HSG. SOC. LTD.

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in consideration of the Rent and covenants hereinafter reserved and contained the Authority doth hereby demise by way of lease unto the Society the said land being a part of the Authority's estate and shown on the plan annexed hereto and thereon bounded in red TO HAVE AND TO HOLD the said land for a term of ninety/ninety-nine years commencing on the

1st day of Jan. 67 (hereinafter referred to as the commencement date) subject to the terms and conditions hereinafter mentioned yielding and paying therefore during the

said terms a sum of Rs. 950/- (Rupees Nine hundred fifty only

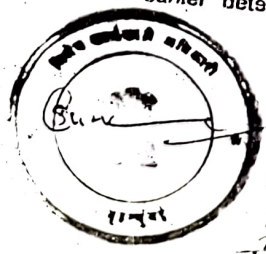
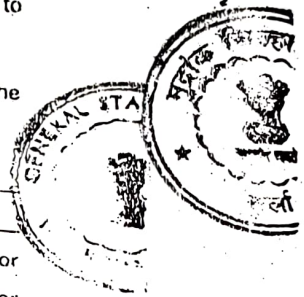
per annum as Lease Rent without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly terms begins every year at the office of the Authority or such other place as the Authority may from time to time specify in this behalf and intimate to the society:

2. The Society doth hereby covenant with the Authority in the following manner that is to say :-

a) to pay as aforesaid the Lease Rent of Rs. 950/- (Rupees Nine hundred fifty only) in advance every year on or before the fifth day of the commencement of each year for which the same is payable in the manner aforesaid without any deduction or abatement whatsoever.

b) to pay interest on such amount of Lease Rent or any part thereof or any other dues to be paid by the society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after the date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 12 1/2% per annum until the whole of such amount or dues has or have been paid.

c) to peacefully vacate the said land on the expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the



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शुक्र लाल
विशेष कार्यकारी अधिकारी
पत्र. आर. १३/२०६१
मिडल न्यासा कॉ. ऑप. लिमिटेड सोसा.
न.स.स.स.स. कुला (पु.) मुंबई ४०० ०२५

TRUE-COPY

For MEMRU NAGAR SHIV VAISHNAV CO-OP. HSG. SOC. LTD.

Notary

Treasurer

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case may be and hand over the possession of the same to the Authority in its then existing condition:

- d) to abide by all rules regulations bye-laws and conditions now or at any time hereafter duly prescribed by the Government, Municipal Corporation of Greater Bombay or of the Authority in so far as they relate to the said land.
- e) to abide by and be bound by the provisions of the said Act and the rules and regulations and by-laws made under the said Act or under any law for the time being in force in so far as they relate to the said land.
- f) to bear, pay and discharge all the present and future rates taxes, cesses, assessments, duties and impositions and outgoings whatsoever assessed, imposed and charged upon the said land by the Government or the Municipal Corporation of Greater Bombay or any other Local Authority or statutory body under any law for the time being in force including all sanitary and water cesses of any kind whatsoever whether payable by the Authority the society and all expenses relating thereto if any, and save and keep harmless and indemnified the Authority in respect thereof :
- g) The present property taxes comes to Rs. 10520/- per year and Non-Agricultural taxes comes to Rs. 480/- per year.
- h) To permit the Authority and its authorised agents at all reasonable time to enter upon the said land and buildings erected thereon for the purpose of collection of rent or other dues or for any other lawful purposes :

Not to assign, sublet, underlet or otherwise transfer in any other manner whatsoever including parting with the possession of the whole or any part of said land or its interest there under or benefit of this lease to any person or persons or change the user of the said land or any part thereof without the previous written permission of the Authority.



सर्व शर्तें पाळून
विशेष कार्यकारी
पत्र आर 13/3994
जोसेफ ज्योश को. ऑफ. रेसिडेंस सोसा.
बंदर-93, कुर्जा (पूर्व) मुंबई 400024

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Chairman Secretary Treasurer

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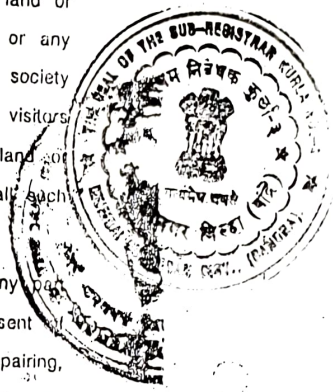
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to keep and maintain the open space of the said land in a clean neat and sanitary condition;

k) to pay full compensation to the Authority for any loss, damage or injury that may be caused to the said land or any part thereof by reason of the excessive user or any act of omission or commission on the part of the society is servants or others in its employment or of the visitors or any other persons coming to or on the said land to the building and to indemnify the Authority on all such accounts:

l) The society shall not make any excavation upon any part of the demised premises without the previous consent of the Authority in writing except for the purpose of repairing, renovating or rebuilding the existing structure standing on the said land or utilisation of permissible F.S.I, if any, as per Development Control Rules/Regulations on the plot leased to the society" which is a part of a layout of Nehru Nagar Kurla Colony at Kurla (E) 400024

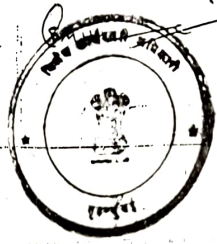
m) not to do or suffer anything to be done on the said land which may cause damage, nuisance, annoyance or inconvenience to the occupiers of the adjacent premises of to the Authority or to the neighbourhood.



3. The Authority hereby covenants with the society that on the society paying the rents hereby reserved and observing and complying with the duties and obligations of the society herein contained the society shall peacefully hold and enjoy the said land during the said term without any unlawful interruption by the Authority or any person claiming through or under the Authority.

4. It is hereby agreed that the society shall so hold the said land TOGETHER WITH the right in common with the Authority and the occupiers of the adjoining premises of the Authority to use for all purpose the roads and passages made or hereafter to be made by or for the accommodation of the Authority the free passage and running of water and soil coming from any other

Signature



Signature

Signature
For NEHRU

गणेश शंकर साठे

विशेष कार्यकारी अधिकारी

एच. आर. १३/१९९३
मिडल क्लास कॉ. ऑफ. नेहरु नगर
मुंबई, कर्ना (ए) ४०००२४

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NEHRU NAGAR CO-OP. HSG. SOC. LTD.

Treasurer

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buildings and land of the Authority and any other lessees of the Authority on the adjoining premises by in or through the channels, water courses made or to be made upon or under the said land or any at them or any part thereof.



5. The Authority shall at all times have power, without obtaining any consent of or making compensation to the society to deal as the Authority may think fit, with any of the lands and premises adjoining or opposite or adjacent to the said land and have power to erect or permit to be erected on such adjoining opposite or adjacent lands or premises any building whatsoever whether such building shall, or shall not affect or diminish the light or air which may now or any time during the term hereby granted be enjoyed by the society or the occupants of the said, land or any part thereof and also have power to permit any such buildings to be used for any purposes which the Authority may approve.

6. It is hereby agreed and declared that all moneys, sums dues and other charges payable by the society under these presents shall be demed to be arrears of rent payable in respect of the said land and shall be recoverable from the society in the same manner as arrears of land revenue as provided in the Sections 67 and 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights, powers and remedies of the Authority in this behalf.



7. It is hereby also agreed that if the lease rent hereby reserved or any part thereof or other dues, if any together with interest thereon, if any, to be paid by the society shall be in arrears for ninety days after becoming payable (whether formally demanded or not) or if the society fails to observe any of the terms, conditions or covenants stipulated hereby then and in any of the said events it shall be lawful for the Authority at any time thereafter by giving ninety days notice to terminate the lease forthwith and there upon re-enter upon and take possession of the said land and the building and other erections, fixture materials, plants, chattels and effects thereupon.



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विशेष कार्यकारी अधिकारी
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For NCHRU NAGAR SHIV-VAIKUNTHA CO OP HSG SOC. LTD.

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Insurance

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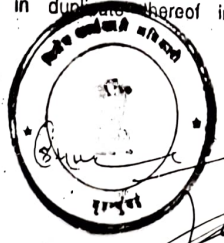
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and to hold and dispose of the same as the property of the Authority as if this lease had not been entered into and without making to the society any compensation or allowances for the same. It is hereby further agreed that the rights given by this clause shall be without prejudice to any other rights of the Authority in respect of any breach of the covenants herein contained by the society and it shall be lawful for the Authority to remove the society and all other persons upon the said land or any part thereof, and its contents therefrom without in any way being liable to any suit, action, indictment or other proceedings for trespass, nuisance or otherwise provided that if the society complies with the requirements of the aforesaid notice within the period stipulated in such notice or within such extended period as the Authority may permit in writing the Authority shall not exercise the right of re-entry.



8. The Authority and the Society further agree that on expiry of the lease of ninety/ninety-nine years the renewal of the lease shall be at the option of the Authority and if renewed shall be for such period and on such terms and conditions as the Authority may deem fit.
9. Any notice intimation or demand required to be given or made by the Authority on the society under this deed of lease shall be deemed to be duly and properly given or made if given by the officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the society and delivered or affixed at the said land or at the address of the office of the society as stated herein-above and any notice to be given to the Authority will be sufficiently served if addressed to the Vice President and Chief-Executive Officer of the Authority and delivered at his office.
10. The society shall bear and pay all costs, charges, and expenses and professional charges of and incidental to the correspondence, preparation, execution and completion of this lease in duplicate thereof incurred by the Authority including

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For NCHRU NAGAR SHIV VAIBHAV CO-OP. HSG. SOC. LTD.

Secretary Treasurer

मयू शंकर साठ
विशेष कार्यकारी अधिकारी
एच. एच. १३/२०११
मोहन दास मॉडर्न जेसिंग सोसा.
महाराष्ट्र, मुंबई ४०० ०२५

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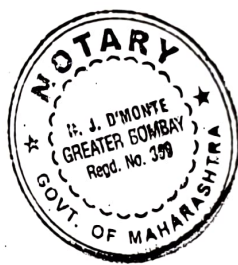
stamp duty registration charges, out of pocket expenses and other outgoings in relation thereto and those occasioned to the Authority by reasons of any breach of terms conditions and covenants contained in these presents and for enforcing right of the Authority under these presents.

IN WITNESS WHEREOF THE signature of Shri ASHOK LAL Chief Officer

Bombay Housing and Area Development Board, Bombay for and on behalf of the Authority has been set hereunder and the seal of the Authority has been affixed and attested by the Officer of the Authority and the signature of Shri Smt. S.A.Padhye

Secretary, Shri S.G.Kulkarni, Secretary, Shri Smt. S.A.Phadnis.

Member for and on behalf of the society and the seal of the society have been affixed hereunto on the day and the year first herein above written under the authority of the society given to them to execute these presents, for and on behalf of the society as provided in the society's General Body's Resolution passed in its meeting held on 6th Nov. 1993



SCHEDULE-I

All that piece or parcel of land or ground of plot situated and lying underneath and appurtenant to building No. 12 Pt. at Nehru Nagar Kurla (E) Bombay in the Registration sub-district of Bandra and District of Bombay City admeasuring 924.49 Square Meters of hereabout and bounded as follows that is to say:



- On or towards the North by : Shops & Bldg. No. 39 विद्यु शंकर साड
- On or towards the South by : tit bit land of the MH&ADA Bldg No. 40 & 43 विशेष कार्यकारी अधिकारी
- On or towards the East by : tit bit land of the MH&ADA 60-0 wide Road विशेष कार्यकारी अधिकारी
- On or towards the West by : tit bit land of the MH&ADA Bldg No. 39 & 41 विशेष कार्यकारी अधिकारी

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Smt. S.A. Padhye Smt. S.A. Phadnis S.G. Kulkarni
Secretary

Treasurer

SIGNED SEALED AND DELIVERED by
Shri ASHOK LAL

Chief Officer, Bombay Housing and
Area Development Board Bombay in
the presence of Shri R.L. SAWANT
J.R. ASSTT - Bombay Housing
and Area Development Board Bombay.

The Common Seal of the Maharashtra
Housing and Area Development
Authority affixed in the presence of
Shri T.R. KAMISREDDY
Dy. C.O. J.M.S. - Bombay
Housing and Area Development Board

who has signed in token thereof in
presence of Shri R.L. SAWANT
J.R. ASSTT

SIGNED SEALED AND DELIVERED BY

1. Smt. S.A. Padhye S.A. Padhye
Chairman

2. Shri S.G. Kulkarni S.G. Kulkarni
Secretary

3. Smt. S.A. Phadnis S.A. Phadnis
Member of

the Managing Committee of the said
Society who have hereunto affixed their
signatures in the presence of Shri

Smt. R.R. Ambre
a member of the Society R.R. Ambre

The Common Seal of the N.Nagar Shiv Vaibhav
Co-operative Housing Society. Limited is
affixed in the presence of Shri S.G,
Kulkarni secretary has signed
in token thereof in the presence of
Shri Smt. R.A. Kalkhair
a member of the Society R.A. Kalkhair

Regd. No. BOM (WL) HSG (OH) 5348
Nehru Nagar
Shiv-Vaibhav Co-op. Housing Society Ltd.

TRUE-COPY

FOR NEHRU NAGAR SHIV-VAIBHAV CO-OP. HSG. SOC. LTD.



मधु शकर साड
विशेष कार्यकारी अधिकारी
एम. 302/1/3009
गोल्डन प्लाजा, 202, विसिंग रोड
म. 20. 512 कुर्ला (पु.) म. 400 004

