

✓
**DEVELOPMENT AGREEMENT
BETWEEN**

MS. KRUTI L. JAIN
As the "Owner"

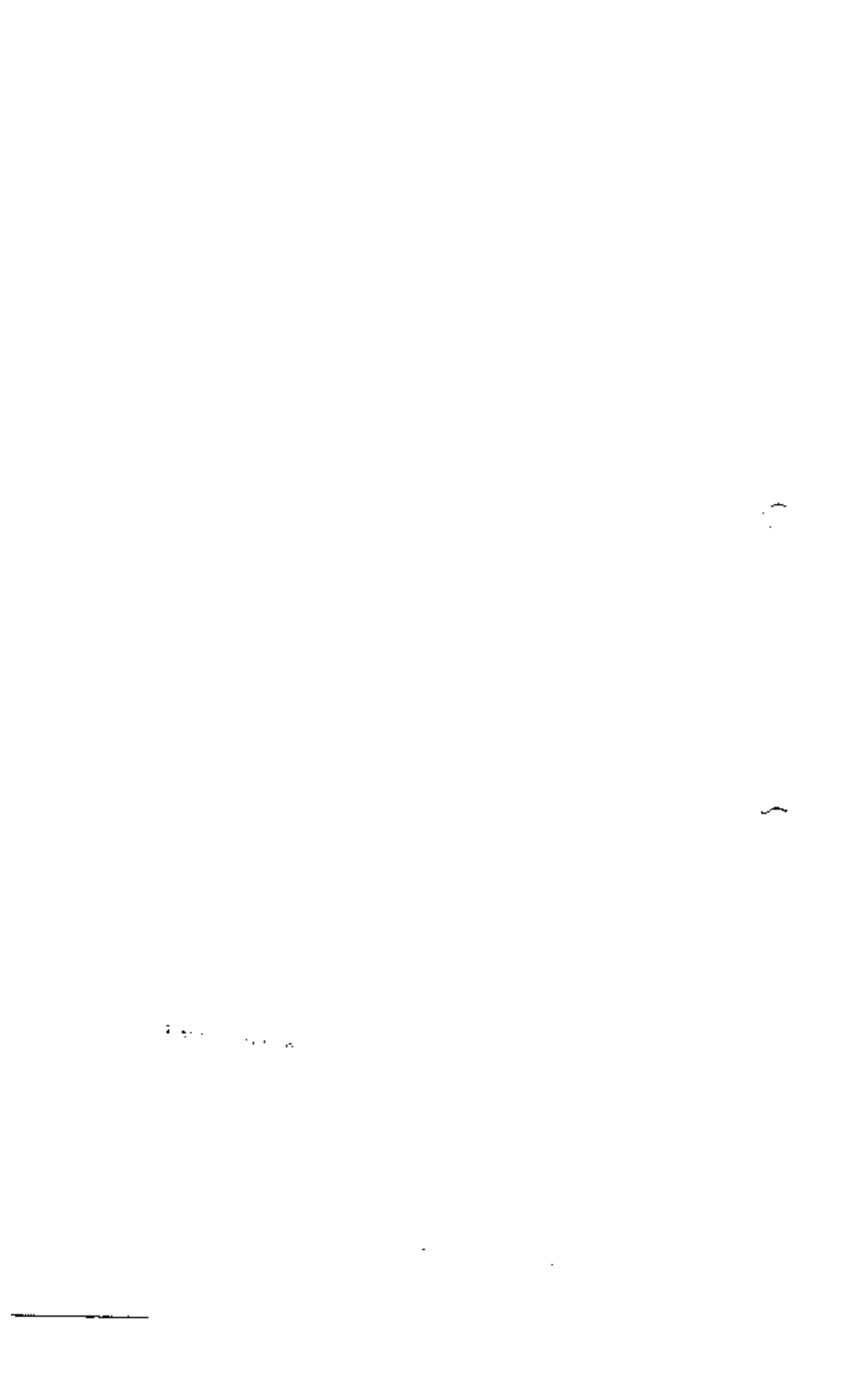
AND

M/S. KUMAR MATUNGA PROJECT LLP
As the "Developer"

DATED THIS 29th DAY OF December, 2014


V.S.N

PHOTO COPY



18 02 2015

पावती

Original/Duplicate

Thursday, February 12, 2015

नॉटशी क्र. 387

3:46 PM

Regn: 39M

पावती क्र. 552 दिनांक 12/02/2015

देवनागरी मंत्र, पावती

देवनागरी मंत्र, पावती क्र. 552-463-2015

देवनागरी मंत्र, पावती क्र. 552-463-2015

नॉटशी क्र. 387 देवनागरी मंत्र, पावती क्र. 552-463-2015

नॉटशी क्र.

र. 30000.00

नॉटशी क्र.

र. 4740.00

नॉटशी क्र. 237

DELIVERED

मार्ग.

र. 34740.00

आपका मंत्र देवनागरी मंत्र, पावती क्र. 552-463-2015 देवनागरी मंत्र, पावती क्र. 552-463-2015

नॉटशी क्र. 387 देवनागरी मंत्र, पावती क्र. 552-463-2015

देवनागरी मंत्र, पावती क्र. 552-463-2015

मोबाइल क्र. 750000000

देवनागरी मंत्र, पावती क्र. 552-463-2015

सह दुय्यम निबन्धक

मुंबई शहर क्र. ५

1) देवनागरी मंत्र, पावती क्र. 552-463-2015

नॉटशी क्र. 387 देवनागरी मंत्र, पावती क्र. 552-463-2015

नॉटशी क्र. 387 देवनागरी मंत्र, पावती क्र. 552-463-2015

2) देवनागरी मंत्र, पावती क्र. 552-463-2015

DELIVERED

PHOTO COPY

2. *Call* class

MIR Team 5, 2020.5

GRN	MH015656790 201415M	BARCODE	[Barcode]		Date	07/02/2015 11:23:00	Form ID	0
Department			Inspector Garcia, Of Registration		Payer Details			
Type of			Non Judicial Stamps		TAX ID (If Any)			
Payment					PAN No (If Applicable)			
Office Name			GSM COLLECTOR OF STAMPS MUMBAI		Full Name			
Location			MUMBAI		Field Branch			
Year			2014-2015 One time		Amount Head Details			
Amount Head Details			Amount in Rs.		Principal Rs.			
CGST/SGST			Amount of Tax		Interest Rs.			
					Road/Street			
					Area/Locality			
					Town/City/District			
					PIN			
					REMARKS			
					(If Any)			
					Make payment at any branch of			
					STATE BANK OF INDIA			
					Before 14/02/2015			
Total			3750000.00					
Amount in Words			Thirty Seven Lakh Fifty Thousand Rupees Only					
Payment Details			STATE BANK OF INDIA		FOR USE IN RECEIVING BANK			
Cheque/DD Details			Bank C/N		REF No		CP14225640	
Cheque/DD No			Date					
Name of Bank			Bank Branch		STATE BANK OF INDIA			
Name of Branch			Branch No./Date					
Module No.			Not Available					

PHOTO COPY

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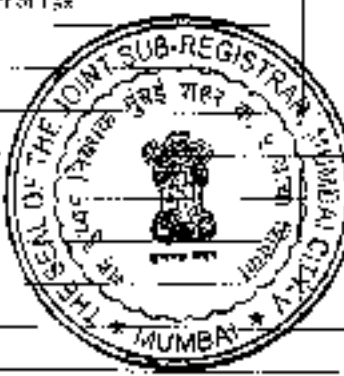
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CHALLAN

Call Here

MTR Form Number-6

ERN	M1001 5655685 20141EM	BARCODE	Date		07/02/2015-11 20:37	Form ID	0
Department	Inspector General Of Registration			Payor Details			
Type of	Registration Form			TAX ID (If Any)			
Payment				PAN No.(If Applicable)			
Office Name	BOM-4 JT SUB REGISTRAR MUMBAI-4			Full Name			
Location	MUMBAI			Folio No.			
Year	2014-2015 One Time			CS NO			
Account Head Details			Amount in Rs.				
2030025000 Amount of Tax			30000.00				
			Road/Street				
			Foreign Locality				
			Town/Village/District				
			PIN				
			REMARKS				
Total			30000.00				
Amount in Words			Thirty Thousand Rupees Only				
Payment Details			FOR USE IN RECEIVING BANK				
STATE BANK OF INDIA			Cheque/DD Details				
Cheque/DD No.			Bank CIN		REF No.		GP-14225053
Name of Bank			Date				
Name of Branch			Bank Branch		STATE BANK OF INDIA		
Mobile No. Not Available			Serial No. Date				

बवई - ५		
४६६	१	१३६
२०१५		

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बबई - ५		
४६६	२	२३७
२०१५		

२०१५



CHALLAN
MTR Form Number-B

GRN		AMOUNT		FORM ID	
DEPARTMENT		AMOUNT		FORM ID	
Type of Payment		AMOUNT		FORM ID	
Office Name		AMOUNT		FORM ID	
Location		AMOUNT		FORM ID	
Year		AMOUNT		FORM ID	
Account Head Details		AMOUNT		FORM ID	
Amount in Rs.		AMOUNT		FORM ID	
Amount of Tax		AMOUNT		FORM ID	
TAX ID (If Any)		AMOUNT		FORM ID	
PAN No. (If Applicable)		AMOUNT		FORM ID	
Full Name		AMOUNT		FORM ID	
Flat/Block No.		AMOUNT		FORM ID	
Franchise/Building		AMOUNT		FORM ID	
Road/Street		AMOUNT		FORM ID	
Area/Locality		AMOUNT		FORM ID	
Town/City/District		AMOUNT		FORM ID	
PIN		AMOUNT		FORM ID	
Remarks (If Any):		AMOUNT		FORM ID	
Amount in Words		AMOUNT		FORM ID	
Payment Details		AMOUNT		FORM ID	
Cheque/DD Details		AMOUNT		FORM ID	
Bank Name		AMOUNT		FORM ID	
Branch		AMOUNT		FORM ID	
Account No.		AMOUNT		FORM ID	
Date		AMOUNT		FORM ID	
Amount		AMOUNT		FORM ID	
Signature		AMOUNT		FORM ID	
Stamp		AMOUNT		FORM ID	
Date		AMOUNT		FORM ID	
Location		AMOUNT		FORM ID	



सह दुयम निबंधक
मुंबई शहर क्र. ५

PHOTO COPY

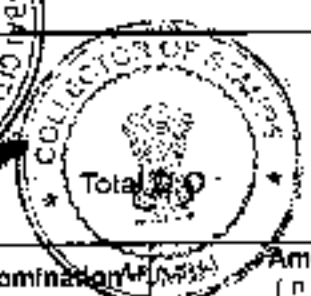
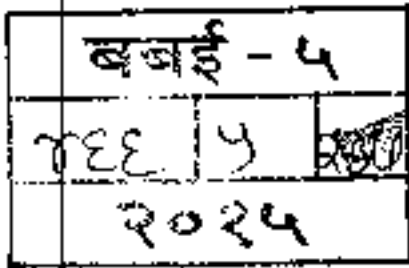
बवई - ५		
४६६	३	२३६
२०१५		



बबई - 4		
४६६	४	२३७
२०१५		

१) श.न.न.परिपत्रक क्रमांक २०००/२४/प.क. २५/१-५, दि. २४/३/२०००

२) ने.नि.र.मु.नि., पुणे यांचे पत्र क्र. का-३/ जंगल/मुद्रांक पावली दुकस्ती/०६/३९२, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001. COLLECTOR OF STAMPS, MUMBAI Office : COLLECTOR OF STAMP (MUMBAI), OLD CUSTOM HOUSE, 3rd FLOOR, FORT, MUMBAI - 400 001.					
CNT-1 ADI- 21			A 09 FEB 2015		
RECEIPT FOR PAYMENT OF ADJ FEE PROJECT LLP NOT TRANSFERABLE					
Receipt No.		ADJ FEE II		Receipt Date :	
Received From :					
On Account of :					
Made of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
CASH					Rs. 100
ADJ/1008902/19/15A					
 					
Case No. :					
Lot No. :		Lot Date :			
Sr. No.	Debiting Stamps / Franking	Quantity	Denomination	Amount (In Rs.)	
				Rs. 100.00	
		ONE HUNDRED ONLY		Total : 100	
Rs.		Rupees :			
Cashier / Accountant		Signature / Designation			
		FOR COLLECTOR OF STAMPS, MUMBAI OLD CUSTOM HOUSE FORT, MUMBAI - 1			

NEELKANTH ENTERPRISE Tel : 22632230 / 0636 6458

PHOTO COPY

1. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

2. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

3. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

4. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

5. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

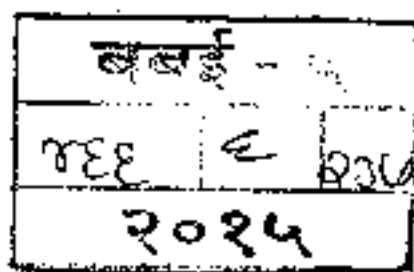
6. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

7. THE JOINT SUB-REGISTRAR, MUMBAI CITY.



8. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

9. THE JOINT SUB-REGISTRAR, MUMBAI CITY.



10. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

11. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

12. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

13. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

14. THE JOINT SUB-REGISTRAR, MUMBAI CITY.

१) शासन परिपत्रक क्रमांक. २०००/२४/प्र.क्र. २५/न-१, दि. २४/३/२०००

२) नो.न.नि.व.मु.नि., पुणे संघे गत्र क. का-३/ संगणन/मुद्रांक पत्राची दुरुस्ती/०६/३९९, दि. ४/१०/२००६.

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.

Office : COLLECTOR OF STAMPS, INDUSTRIAL FLOOR, FORT, MUMBAI - 400 001.

A 0073693

RECEIPT FOR PAYMENT TO GOVERNMENT
CNI-1 SD - 213

NOT TRANSFERABLE
09/FEB/2015

Receipt No : KRUTIL JAIN

Receipt Date :

Received From : STAMP DUTY

Article-25(b)

On Account of :

Made of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (Rs.)
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P.O. 00035546242 7/7/15 STATE BANK OF INDIA
MHI06565379201413M

R. 3750000

ADJ100070219/15/1

Case No.

Lot No.

09 FEB 2015

Date

Total D.O.:

Sr. No.	Description of Stamps & Franking	Quantity	Denomination	Amount (In Rs.)
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R. 3750000.00

At the time of Registration, please produce the original receipt

8-4
888 10 236
2024



Total :

Rs.

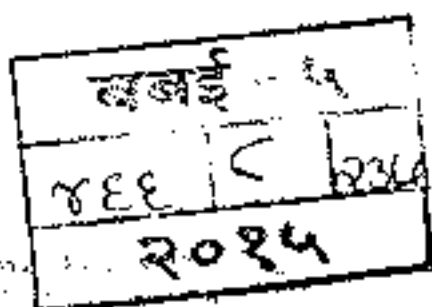
Rupees :

Cashier / Accountant

Signature / Designation

PHOTO COPY

NEELKANTH ENTERPRISE Tel : 22639250 / 6636 8458



Joint Sub-Registrar, Mumbai

५६६, ५६७ ४०६ ००३.

दिनांक - 5 FEB 2015

27026

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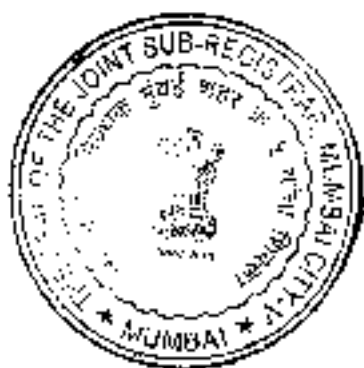
संस्था/संस्था	अध्यक्ष	मुख्य गुरु	भारतीय केल्लेन प. गुरु	वर्ग/भाषा/प्र. श.	कंड
संस्था/संस्था	अध्यक्ष	मुख्य गुरु	भारतीय केल्लेन प. गुरु	वर्ग/भाषा/प्र. श.	कंड

१. अभिनिर्वाचनकारा सादर केलेल्या सर्वोच्चस मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद २३-२४नुसार मुद्रांक उर्वरीत मुद्रांक शुल्क रु. ३७६००००/- लेखाशिर्ष (11-A.3) 00300508 व देऊ रु. 11/- देत आहे.
२. सर्वोच्च मुद्रांक शुल्क अपयशस मान्य असल्यास हा अंतिम आदेश प्राप्त झाल्यामगून ३०.१२.२० दिवसाच्या आत परतकर कर्न भरलेले मुद्रांक शुल्क व देवाचा भरणा (ARAS) या प्रणालीद्वारे ऑन-लाईन <https://prgs.mahakasa.gov.in/tech/lln> या वेबसाइटवरून करत येईल. उर्वरीत मुद्रांक शुल्क रु. ३७६००००/- लेखाशिर्ष (11-A.3) 00300508 देत आहे. सदर न्यकम ऑन-लाईन भरल्यानंतर संबंधित पत्रकारांनी चलनाची प्रत या कार्यालयात सादर करावी.
३. प्रस्तुत आदेश हा अंतर्निम आदेश असून तो अपयशस मान्य नसल्यास अगण आणले लागे पडणे सदरील अंतर्निम आदेश प्राप्त झाल्याच्या दिनांकापासून १५ दिवसांच्या आत निगमनसरोवर संपकडे सादर करावा अन्यथा हा अंतर्निम आदेश अंतिम करण्यात येईल.
४. प्रस्तुत प्रकरणात उर्वरीत मुद्रांक शुल्क व देऊ तसेच नोंदणी करणांवा संदर्भा मी वरी सादरनाकडे उमः केल्ले वरी प्रस्तुत प्रकरणातील अगणताही व्यवहान सेवावदेशात आसल्यास तो कयवदेशात होणन नतो या बांधकाम भननकृत असल्यास ते आसकून हाणी नाही हवायवतने एवं कयवदेशी संदर्भील आकानले राहोन त्यात गहराच शासन अथवा मुद्रांक कलहधनले, मुंबई हे नवाबदार सहणन नासत.

मेल सह दुःखानि निर्वोक्त १ : २ . ३

(पंढरा सुयंत्रणा)

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हस्ताक्षर - १२		
४६६	१०	२३७
२०१५		

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भारतीय गैर न्यायिक
भारत INDIA

रु. 500



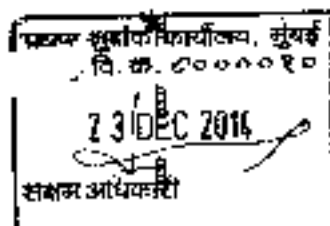
FIVE HUNDRED
RUPEES

पाँच सौ रुपये

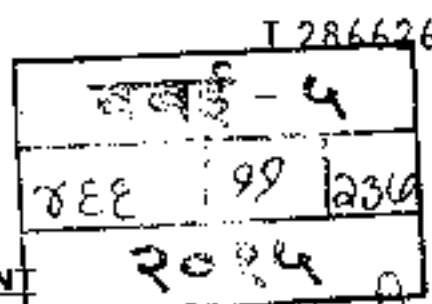
Rs. 500

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA



DEVELOPMENT AGREEMENT



श्री. विनायक नंदुरकर

THIS DEVELOPMENT AGREEMENT made at Mumbai on
this 23rd day of December, 2014

BETWEEN

MS. KRUTI L. JAIN (PAN: AFXPJ2261C), aged 27 years,
an Indian Inhabitant having her office at 10th floor, Kumar
Business Centre, Bund Garden Road, Pune 411 001 and
Office at No. 7, First Floor, Ali Chambers, Fort, Mumbai
400 023, hereinafter called the "Owner" (which
expression shall unless it be repugnant to the context or
meaning thereof be deemed to mean and include her
heirs, executors, administrators and assigns) of the One
Part



PHOTO COPY

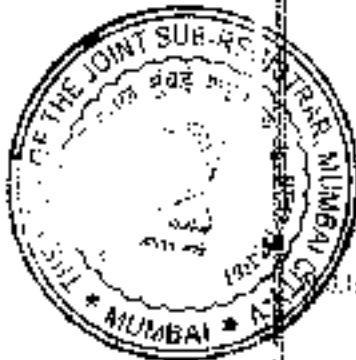
ਅੰਤਰ: ੨.੬੭੫੫੪੪, ੩.੬੭੫੫੪੪

[illegible]

बालक - ५

REF: 92-1730

2025



Shree Visal Mataya Namah --

SHRI KALPESH PREMIJI GATA
Govt. Auth. Stamp Vendor

Gic. No's. **SEELA STATIONERY MART**
SHOP NO. 5, 114 EGFANAZER MANSION
KALAGHODA, M.G. ROAD, MUMBAI - 23. Tel 22675755

CONFIRMATION RECEIPT
Date: **29 DEC 2014**

Stamp sent to: **Krush L Jari,**
for A, mzs

Bearing Register Sr. No.: **7777** to **7778**
N. J. S. Paper Sold on: **29 DEC 2014**

	Qty	Amount
Non Judicial	500 nos	100/-
Stamp Paper		
	Total Rs	100/-

UPH
(Kalpesh Premi Gata)

M/S. KUMAR MATUNGA PROJECT LLP, a Limited Liability Partnership registered under the LLP Act, 2008 and having its Registered Office at 10th Floor, Business Centre, CTS No. 29, Opp. Pune Central, Garden Road, Pune by and through its Designated Partners, (1) MR. VIPUL SHANTILAL NAGDA and PARESH SHANTILAL DEDHIA, hereinafter referred to as the "Developer" (which expression shall unless the context or meaning thereof include its partners for the time being and from time to time, administrators, successors and assigns of the Other Part.

WHEREAS

A. the Municipal Corporation of Greater Mumbai is the owner of all those pieces or parcels of land admeasuring 683 Sq. Yards equivalent to 571.07 Mrs. or thereabouts being Plot No. 399 of Dagar Matunga Estate of the Municipal Corporation of Greater Mumbai bearing C.S. No. 297/10 and New Survey No. 837 of Matunga Division in the island city and sub-registration district of Mumbai (hereinafter referred to as "the Land");

B. pursuant to a registered Instrument of lease dated 29th November, 1930 executed by the Municipal Corporation of the City of Bombay ("the Corporation") as the Lessor therein and M/s. South Indian Co-operative Central Consumers Wholesale & Retail Stores Limited ("Original Lessee") as the Lessee therein, the Corporation granted lease of the Land in perpetuity to the Original Lessee commencing from 11th May, 1934; the Original Lessee constructed a building thereon on the Land by name "Co-operative House" consisting of ground + 02 upper floors and a garage (hereinafter referred to as "the Building") and the Building is categorized as "A" category repair-less building which is



Page No. 1 to 128
Stamp No. 154
Office of the Collector of Stamps
Date 09/01/2015
Received from Mr. Vipul L. Jain
Stamp duty of Rs. 32500/-
Challan No. 213, Dated 29/10/2014
Section 32(7) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 32500/- has been paid vide article No. 5 of schedule.

This certificate is subject to the provisions of section 33-A of Bombay Stamp Act, 1958.
Date 09/01/2015
Collector of Stamps



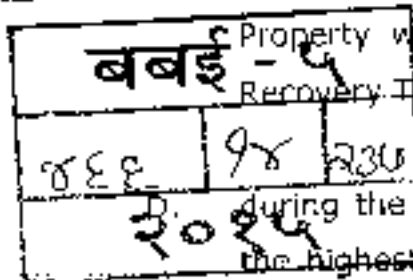
2024	
73	236

मुद्रांक जिल्हाधिकारी मुंबई / अंकन १ / अंकन २ / कोषिका नुमा
प्राप्त झालेल्या अधिविनिर्दिष्ट एस.एस.एच. व दि. १२-१२-२०१५
कोषिका नुमा कोषिका प्राप्त झालेल्या दस्तावेजी खाताद्वारा कोषिकात
बाजी असून ते बरोबर असल्याचे जाणवत आहे.

सह दुय्यम निबंधक
मुद्रांक विभाग
१२/१२/१५

PHOTO COPY

assessed by the Assessor & Collector of Municipal Rates and Taxes under F-Ward No. 7550 and Street No. 1117 and the Land and the Building are hereinafter collectively referred to as "**the Property**" and more particularly described in the Schedule hereunder written;



due to failure of the Original Lessee to repay its dues to the Indian Bank, the Indian Bank filed Original Application No. 3237/2000 in the Debt Recovery Tribunal -Mumbai against the Original Lessee and pursuant thereto, Recovery proceeding No. 376 of 2002 was initiated in respect of the Property and the Property was put up for auction sale by the Debt Recovery Tribunal -Mumbai;

during the Auction sale, the Owner was declared as the highest bidder and the sale of the Property was made absolute on 6th July, 2006 and a Certificate of Sale of Immovable Property dated 30th August, 2006 was issued by the Hon'ble Recovery Officer, DRT-II Mumbai confirming the sale of the Property in favour of the Owner herein;



Stamp Act, 1958.
No. Adj.
Office of the Collector of Stamp
Date:/2015
Received from Mr.
Assistant of
Sufficient Stamp duty of Rs. (E)
vide challan No. dated
chargeable under Rule
of Schedule I of Bombay Stamp Act, 1958
Certified under Section 11 of the Bombay
Stamp Act, 1958 and the said duty of
Rs. (.....) and penalty Rs. (.....)
under article of Schedule I has
been paid in respect of this instrument.
This certificate is subject to the provisions
of section 51-A of the Bombay Stamp
Act, 1958.
The
The
Collector of Stamp
Mumbai

F. pursuant to the aforesaid, the Owner is seized and possessed of and/or otherwise well, sufficiently and absolutely entitled to the Property;

Handwritten signature
V.S.N.

G. the Building Co-operative House is occupied by several Tenants/Occupants and a List thereof is annexed hereto as **ANNEXURE "A"** ("**Existing Tenants**") and pursuant to the Order of the Hon'ble DRT, the interests of the Existing Tenants in the Property are well protected;

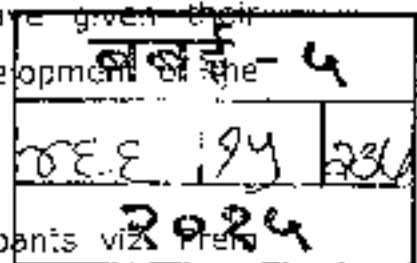
H. the Owner being desirous of redeveloping the Property and constructing thereon a multi-storey building by utilizing maximum FSI available thereon, approached the Developer and the Parties have negotiated the terms and conditions of the proposed redevelopment which are contained herein;

I. the Owner and the Developer have executed a Memorandum of Understanding dated 17th February, 2014 with 6 (six) Existing Tenants setting out the agreed conditions for redevelopment of the Property and 2 (two) Existing Tenants have given their irrevocable consents for the redevelopment of the Property through the Developer;

J. litigations with 2(two) illegal occupants viz. Prem Narayan Pandey and Othily Mohanan ("Illegal Occupants") who had filed Declaratory Suits against the Owner bearing Nos. 2130 of 2008 and 2129 of 2008, respectively, have been settled and resolved by filing Consent Terms in their respective proceedings and pursuant thereto, the said Illegal Occupants have handed over to the Developer peaceful and vacant possession of the premises occupied by them and thus concluding all the proceedings initiated by or against the Owner and the stalls occupied by them have been since demolished and the Developer has cleared the area occupied by them;

K. the Owner has also informed the Developer that the Owner has availed loan against Property to the tune

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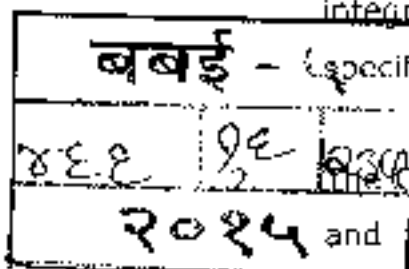


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of Rs. 4,00,00,000/- (Rupees Four Crores Only) from the ICICI Bank (the Bank) which is secured by English Mortgage of the Property pursuant Indenture of Mortgage dated 13th June, 2012 registered with the Sub-Registrar of Assurances, Mumbai under Serial No. 4148 of 2012 and the Owner has obtained No-Objection of the Bank for the purpose of grant of development rights to the Developer subject to the condition that the Owner shall repay its outstanding dues ("the Loan") to the Bank before the date of registration of this Agreement;

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:-

1. The Recitals contained above shall constitute as an integral part of this Agreement as if the same were



Specifically set out and incorporated herein verbatim.

The Owner hereby grants, assigns and entrusts unto and to the Developer, full & exclusive rights and authority to develop and/or redevelop the Property more particularly described in the Schedule hereunder written by utilizing all and any FSI originating and utilizable on the Property (including TDR) up to maximum as permissible under law, at cost, efforts and expenses of the Developer and the Developer hereby agrees to develop the Property by demolishing the existing building and constructing new buildings thereon as per the approved plans and on the terms and conditions set out herein below.



3. The Owner hereby agrees that for the purpose of development of the Property the Developer shall have the following absolute powers and authority on and from the date hereof:

- a. enter upon the Property to carry out the all the functions and works required for the

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V.S.N.

development of the Property as the Developer may deem fit;

- b. demarcate the Property and get it surveyed by its Architects, Engineers, consultants etc;
- c. negotiate with the Existing Tenants and obtain their consents for the purpose of redevelopment of the Property, enter into an agreement with such Existing Tenants for providing them the permanent accommodation on the completion of redevelopment on the Property;
- d. appoint Architect/s, R.C.C. Consultants, Engineers, contractors or other person/s as may be required for carrying out the redevelopment work of the said Property. The Developer shall pay all the fees of the Architects and RCC Consultants appointed by it for the development of the said Property. To this effect, the Developer shall be entitled to enter into separate contracts in its own name with the building contractor, Architects, Engineers, Consultants and others for carrying out the said redevelopment;
- e. procure all other approvals/NOCs/permissions etc. from all competent authorities for the redevelopment of the Property in names of the Owner or in the name of the Developer as the Developer may deem fit and proper;
- f. obtain possession of the Property and demolish the existing building/structures standing on the Property;
- g. sign and execute applications, writings, undertakings, for layout, sub-division, amalgamation with adjoining properties, building plans and other assurances and to submit the same to the Municipal and public authorities and to obtain IOD, commencement certificate, occupation certificates, building completion certificates etc. as may be required

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Development Scheme of Plot No. 111/P, Area 100/2

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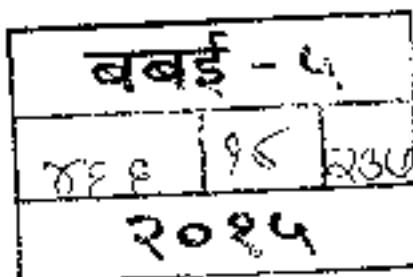
from time to time for the purpose of development of the Property;

- h. prepare and submit the necessary lay outs, building plans etc. to MCGM or other concerned authorities for re-development of the Property by demolishing the existing buildings and constructing in its place new buildings. The Developer will be entitled to modify the approved building plans from time to time as it deems fit at its costs, charges and expenses provided the modifications are within or as per the provisions of the approved scheme laid down by the Competent Authority. The Developer shall alone be responsible at its own costs, charges and expenses including any premia, deposits etc. to obtain all such sanctions, permissions, approvals, certificates, clearances etc. required to be obtained from concerned authority/ies for or in respect of any matters concerning or relating to the development of the Property and the Owner shall as and when and if so required by the Developer only sign the requisite applications, undertakings and writings etc;



- i. obtain Intimation of Disapproval (IOD), Commencement Certificate (CC), further (CC), Occupation Certificate (OC), Building Completion Certificate (BCC) and such other sanctions, permissions, certificates, approvals etc. as may required for the commencement and completion of the redevelopment of the Property;

- j. utilize the said Property for development in terms of this Agreement without any let or hindrance from the Owner and the decision and discretion of the Developer as to the user and the manner of use of the said Property and/or the construction to be put up thereon





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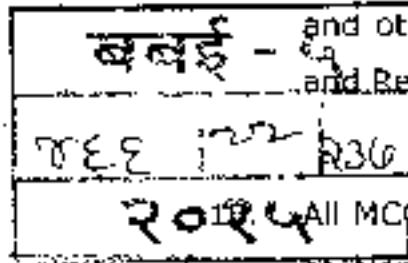
6.	30/12/2014	Cheque No. 292592, IDBI Bank	1,00,00,000/-
7.	31/12/2014	Cheque No. 292591, IDBI Bank	50,00,000/-
8.	02/01/2015	Cheque No. 292594, IDBI Bank	40,00,000/-
9.	05/01/2015	Cheque No. 292595, IDBI Bank	52,50,000/-
10.		TDS	7,50,000/-

The aforesaid payment shall be subject to deduction of applicable TDS by the Developer and the Developer shall issue TDS certificates to the Owner for the payment thereof.

8. The Owner shall within 15 days from the date hereof cause the Bank to issue No-encumbrance/No Dues Certificate and get the Property reconveyed in favour of the Owner immediately thereafter.



The Owner has informed the Developer that the property is to be transferred to the name of the Owner in the records of the Estate Department of the MCGM and other Revenue Authorities. The Developer is aware that MCGM shall charge transfer fees and/or premium to substitute the Owner as the Current Lessee of the property. The Developer has agreed to bear and pay such transfer fees or transfer premium and other charges that may be levied by the MCGM and Revenue Authorities.

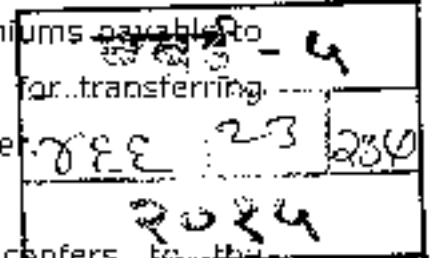


All MCGM and other Authorities' charges for approval of plans, obtaining IOD, commencement certificate, occupation certificate and building completion certificate and making available permanent water supply, electricity, gas connections etc. to the buildings shall be borne and paid by the Developer alone. The Developer agrees to bear the entire costs and expenses in procuring such permissions and shall after receipt of the permissions be, bound to comply with the terms and conditions of such permissions. The Developer shall bear and pay all



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taxes, cess and outgoings in respect of the Property from the date hereof. However, any tax, cess, charge, repair tax or outgoing which accrues after the date of execution hereof in respect of any liability arising before the date hereof shall be borne and paid by the Owner. It is clarified that Developer alone shall be liable to pay the premiums payable to the Estate Department and MHADA for transferring the Property in the name of the Owner.



11. The Owner hereby grants and confers to the Developer subject to the terms hereof the right and authority and/or power for construction on, development of the Property by constructing building(s) thereon by utilizing and consuming the Floor Space Index (FSI) (including additional FSI and further FSI as may be available from time to time) to the utmost extent as may be feasible in respect of the said Property or any part or portion thereof in accordance with the plans and specifications which may be sanctioned by the MCGM from time to time and subject to the rules, regulations and bye-laws of the MCGM, Development Control Regulations of Greater Mumbai, 1991 and as amended time to time. It is declared and confirmed by the Owner that if due to amendment or introduction of any law, rule, regulation or bye laws relating to development of property any additional or further FSI is available for construction/development on the Property including unutilized FSI, the same shall enure for the benefit of the Developer alone without any additional consideration to the Owner in any manner whatsoever. The Owner shall have no share, right, title or interest therein and shall raise no objection thereto in any manner whatsoever. The Owner shall execute all such and further documents and writings as may be required by the Developer, the costs and expenses of the Developer, for effectively vesting

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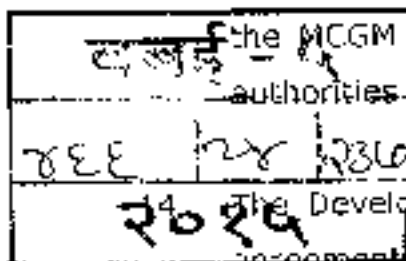
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such further and/or additional FSI unto the Developer.

12. The Developer shall solely be responsible to negotiate with the tenants/occupants, to enter into an individual agreements with them inter alia providing to vacating their tenements and to shift such tenants / occupants to temporary accommodation, to pay rent for such temporary alternate accommodation, to pay corpus amounts and shifting charges etc. permitting the Developer for demolishing their existing tenements and to construct new building/s on the Property as per the agreement to be entered between the Developer and the Existing Tenant/Occupant, to construct the permanent alternative accommodation for them on the Property and to shift them into the said permanent alternative accommodation. The Owner shall, as far as possible co-operate with the Developer to negotiate with the Existing Tenants to facilitate the implementation of the terms and conditions of this Agreement.



13. The Developer shall, in the course of erection and completion of new buildings to be constructed on the said Property do all lawful acts and things required by and perform the works in conformity in all respect with the provisions of the statutes applicable thereto and with bye-laws and the rules and regulations of



the MCGM or any public body or local authority or authorities having jurisdiction to regulate the same.

14. The Developer shall make it expressly clear in all agreements and contracts to be entered into by it with any party or parties including contractors or suppliers of materials or purchasers of premises or any other persons that the Developer alone will be liable for duly complying with the terms and conditions thereof and the Owner will not be at all

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liable to anybody in any manner whatsoever notwithstanding that necessary permissions and sanctions for the development of the Property or the approval of any plans or any other permissions or sanctions under applicable laws or otherwise may have been applied for and granted in the name of the Owner.

15. The Developer alone shall be entitled to receive refunds of whatever deposits, whether refundable or otherwise to be made and scrutiny fees, premium and/or other charges to be paid to the MCGM, Government of Maharashtra and/or other concerned authorities for carrying out the development work on the said Property and which are subsequently refunded in respect of such deposits. In the event any such amounts are received by the Owner, the same shall be forthwith repaid to the Developer without any deductions and without the Owner claiming any lien thereon on any account whatsoever.

16. The Owner shall simultaneously with the execution of this Agreement, hand over quiet, peaceful and vacant possession of the entire Property including the premises occupied by the Owner in the said Property to the Developer. The Owner shall not claim any alternate accommodation in place of the existing premises occupied by them and shall irrevocably surrender and hand over the same to the Developer without any demure.



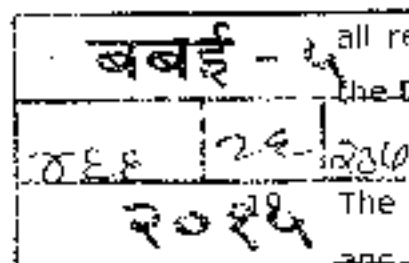
The Owner shall simultaneously with the execution of this Agreement hand over to the Developer all the original title deeds and documents pertaining to the Property in her possession including Certificate of Sale of Immovable Property dated 30th August, 2006 and Addendum Certificate of Sale of Immovable Property dated 5th November 2014, Original MOU

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dated 7th February, 2014 with the Existing Tenants and Irrevocable consents of the Existing Tenants, all orders of the Courts regarding settlement with Illegal Occupants or any other proceedings in respect of the Property or any tenant or occupant of the Property, all rent receipts, agreements, writing with the tenants/occupants, all approvals, permissions, receipts, demand notices, NOCs, application and other papers and documents submitted and/or received from any authority for the proposed redevelopment on the Property, NOC from the Bank. And all such papers as may called upon by the Developer. No dues certificate from the Bank alongwith the Re-conveyance Deed shall be furnished to the Developer within 2 days from the date it is obtained from the Bank.

18. If and when so required by the Developer, the Owner shall sign and execute all such papers and plans, writings, undertakings, documents etc. as may be required by the Government or Semi-Government Authorities, the Competent Authority, the Town Planning Authorities, the Mumbai Municipal Corporation or any other public body or authority for the proper and effective development of the Property under this Agreement. However, as provided under this Agreement, all costs, charges and expenses in all respect in this behalf shall be borne and paid by the Developer alone.



The Developer shall demolish the existing structure and construct the new building on the said Property after obtaining required approvals/permissions/NOCs/certificates from the concerned authorities and within the time limits specified in such approvals or within the extended time limits as may be approved by the concerned authorities.



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20. The Owner hereby confirms, represents, declares and warrants to the Developer as under:-

(i) The Owner is well and sufficiently entitled to the leasehold rights in Property and that her title, rights and interest in the Property is free from any kind of encumbrances and clear and marketable;

(ii) Except in favour of the ICICI Bank she has not created any other charge or encumbrance on the Property in any manner whatsoever and that no other person except the Owner and Existing Lessee / Tenants have any right, claim, interest or demand in respect of the Property or any part thereof and the Owner agrees to indemnify and keep indemnified the Developer, free and harmless from and against all actions, claims, demands, suits, damages, losses, penalties and other charges and expenses which the Developer may at any time pay, incur, suffer or sustain directly or indirectly in connection with this Agreement including any acts which may affect the Developer's right to redevelop the Property or claims made by the Illegal Occupants or their legal representatives. The Owner also agrees to indemnify the Developer against the consequences, whether direct or indirect, on account of any breach of the warranties and representations and suppression of material information by the Owner in respect of the Property or which may materially affect the rights of the Developer under this Agreement.

बवई - ५		
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(iii) The said Property is demarcated and surveyed and there is no dispute as to the boundary of the said Property.

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(v) The Owner has not entered into any agreement or arrangement, oral or written, or otherwise entered into or concluded any negotiations whatsoever for development, redevelopment, sale, lease, mortgage, exchange or any other mode of transfer or otherwise with regard to or accepted any token or earnest money or deposit from any person or party in respect of the said Property or any part thereof.

(v) The Owner has not made any commitment written or oral for sale, transfer or utilization of FSI/TDR in respect of the Property to any third party;

(vi) There is no judgment, decree, order of any court, tribunal, authority or body, Government debt, annuity, lis-pendens, mortgage, writ of execution, charge, encumbrances, bequest, trust or any deed or document affecting the Owner's title to the Property;



(vii) No notice for acquisition or requisition of the Property or any part thereof has been received from any authority/ies, statutory agency, or the Government;

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(viii) There is no attachment and/ or prohibitory order pending or levied on the said Property and/or by any taxation authorities, including Income Tax Authorities, estate duty authorities, sales tax authorities or wealth tax authorities or any other authorities whereby the Owner is in any manner prevented from dealing with the Property.

(ix) The Property is not subject to any easement or any restrictive covenant in the nature of easements or otherwise;

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- (x) There are no proceedings instituted by or against the Owner in respect of the Property and pending in any Court or before any authority and the Property is not under any lis pendens, save and except the litigations of the Illegal Occupants.
- (xi) The Owner shall render full assistance and co-operation to the Developer for the effective implementation of this Agreement and sign and execute or cause to be signed and executed applications, plans, authorities and other writings as may be necessary or required to enable the Developer for the redevelopment on the Property so as to obtain approval of MCGM, MHADA and any other planning authorities for the plans, designs and drawings submitted for the construction of buildings.

- (xii) The Owner has paid and shall pay the property taxes, repair cess and other outgoings, water and electricity charges to the MCGM, Government and other concerned local bodies up to the date of execution hereof and from the execution hereof all such charges shall be paid by the Developer. If any property tax, repair cess, water charges, penalties or any other charges dues are found to be in arrears or unpaid, then such arrears shall be paid by the Owner to such concerned authorities or shall be reimbursed to the Developer in case the Developer has to bear the same.

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21. The Developer shall be entitled to raise loan(s) from any financial institution or institutions or bank or banks by mortgaging and/or charging its rights under this Agreement. The Owner shall execute or cause to execute such writings, letters, deeds or bonds as may be necessary and as desired by the

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financial institution/s or the bank/s for availing of the loan(s) confirming the eligibility of the Developer to avail of the loan and for the said purpose deposit title deeds of the property with the financial institutions / bank . Provided, however, that the Developer alone shall be liable to repay such loan(s) availed of by it as aforesaid including interest thereon and the Owner shall not be in any manner and at any time at all responsible in this behalf to any lender whomsoever. The Owner shall not sign any loan documents.

22. During the subsistence of this Agreement, the Owner shall not enter into any arrangement or agreement in respect of the Property or for grant of the development rights in respect thereof with any third person or party or enter into any such arrangement or agreement with a third party in contravention of the terms or conditions of this Agreement or cause any prejudice to the rights and interests of the Developer. However, the Developer is entitled to bring in any partner or joint developer for smooth development of the Property but without affecting any of the rights of the Owner under this Agreement.



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23. Save and otherwise provided herein, all out of pocket costs, charges and expenses of and incidental to this Agreement, the development of the Property in pursuance hereof and of the deeds and documents of transfer to be executed in accordance with the provisions hereof inclusive of stamp duty and registration charges shall be borne and paid by the Developer alone. The Owner and the Developer shall bear and pay the fees and costs of their respective advocates and solicitors.

24. The arrangement arrived at between the parties are as recorded in this Agreement and this Agreement supersedes all agreements arrived at prior to the

date hereof between the parties hereto. Any modification of this Agreement shall be effective and binding when carried out in writing and signed by both the parties to this Agreement.

25. The Owner shall execute an Irrevocable Power of Attorney in favour of the Developer or its nominees at the time of the execution of this Agreement so as to enable the Developer to follow-up, represent, visit the various authorities and do necessary things in connection with obtaining various NOCs, sanctions, permissions, etc. pertaining to the re-development under consideration including the powers to execute the conveyance in respect of the said Property in favour of the Co-operative Housing Society Private Limited Company/Association of the flat/shop purchaser. The Owner hereby agrees that the said power of Attorney shall not be revoked as the same is for consideration and executed pursuant to this Agreement.

26. Notwithstanding the execution of the Power of Attorney in favour the Developer, the Owner shall render all assistance and co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities, letter and other writing as may be necessary or required to enable the Developer for the redevelopment of the Property so as to obtain the approval of the MHADA, MCGM and any other planning authorities for the construction of buildings.

27. It is mutually agreed that Developer shall have absolute power, authority and discretion to make use of saleable floor space index in the Property i.e. basement, commercial premises, flats, garages, areas, terrace, roof rights etc. for sale thereof on ownership basis or on such terms and conditions and at such price as the Developers may deem fit and

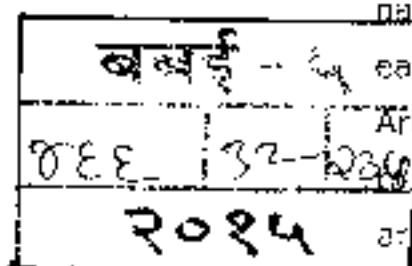
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convenient without any reference to the Owner. The Developer shall also have full liberty to utilize floating FSI on the Property either under TDR scheme or otherwise available as per D.C regulations 1991 and as amended from time to time and the Owner shall have no objection or shall not demand any additional compensation of whatsoever nature for utilization of the same on the Property.

28. If any dispute or difference arises between the Parties in connection with the validity, interpretation, implementation and/or alleged breach of any term or provision of this Agreement and/or any document related or incidental hereto, and/or otherwise howsoever arising from or in respect of this Agreement and/or any document related or incidental hereto (hereinafter referred to as the "Dispute"), the Parties shall endeavour to settle such dispute or difference amicably within 30 (thirty) days from the date of occurrence thereof, failing which, the dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996, or any modification or re-enactment thereof for the time being in force. The reference shall be made to a Sole Arbitrator if the parties agree upon such appointment, failing which, each party shall appoint one Arbitrator, and such two Arbitrators shall appoint a Presiding Arbitrator prior to entering upon the reference. The venue of the arbitration shall be at Mumbai, and the language of the arbitration proceedings shall be English. The Arbitral Award shall be reasoned and given in writing and shall be final and binding on the Parties. The Arbitrator/s shall also decide on the sharing of costs of the arbitration proceedings, between the Parties hereto.



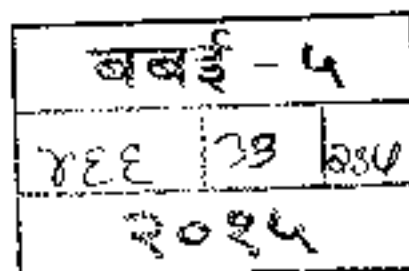
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All that pieces or parcel of land acmeasuring 683 Sq. Yards equivalent to 571.07 Sq. Mtrs. or thereabouts being Plot No. 399 of Dader Matunga Estate of The Municipal Corporation of Greater Mumbai bearing C.S. No. 297/10 of Matunga Division in the island city and sub-registration district of Mumbai together with the "A" category repair-less building by name "Co-operative House" standing thereon and bounded:

On or towards North by	: Plot No. 400
On or towards South East by	: 50 ft. Telang Road
On or towards South West by	: 26 ft. passage included in Plot No. 398
On or towards North West by	: Plot No. 398

n the presence of

Particular



Reception: 20 January 2014; Accepted: 12 May 2014; 16 December 2014



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ANNEXURE "A" (LIST OF TENANTS/OCCUPANTS)**LIST OF TENANTS OCCUPYING THE STRUCTURE
CONSISTS OF C.S. NO. 297/10**

Sr. No.	Name of the Tenants	Room/Shop No.	Monthly Rent	Area in Sq. Mtrs.
1	Jayesh Shantilal Dedhia and Paresh Shantilal Dedhia	Ground floor Commercial premises	Rs. 1754	156.15
2	D. N. Shenoy	9	Rs. 30	15.84
3	K. A. Ramani	1 & 1A	Rs. 42	48.72
4	Mahalaxmy Balasubramanian	2 & 2A	Rs. 68	48.49
5	K. Venkatchalam	3	Rs. 47	32.90
6	Ananthraman A. Krishnan	4	Rs. 47	32.3
7	Ramsundar Venkatraman	5	Rs. 69	49.86
8	Shekhar Raghavan Sheshadri	6	-	27.85
9	Praful M. Goswami	6B	Rs. 35	22.30
10	V. V. Parmeshwaran	7	-	34.86
11	N. Seshan	8	Rs. 50	34.21

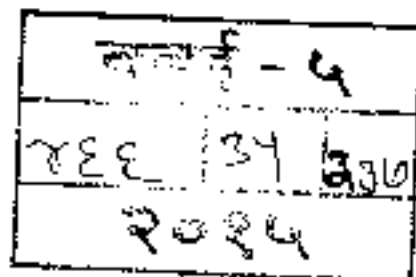


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RECEIPT

Received Rs. 7,50,00,000/- (Rupees Seven Crores Fifty Lakhs Only) less Rs. 7,50,000/- towards deduction of TDS, paid by the Partners of the Developer vide RTGS through _____ bank on various dates as set out hereunder, being the within expressed full consideration amount be paid by the Developer to the Owner.

Sr. No.	Date	Payment Details	Amount
1.	12/11/2014	Journal Entry for transfer payment to Owner directly by Partners.	90,00,000/-
2.	14/11/2014	Journal Entry for transfer payment to Owner directly by Partners.	60,00,000/-
3.	29/11/2014	Journal Entry for transfer payment to Owner directly by Partners.	50,00,000/-
4.	24/12/2014	Cheque No. 292590, IDBI Bank	1,00,00,000/-
5.	27/12/2014	Cheque No. 292587, IDBI Bank	2,00,00,000/-
6.	30/12/2014	Cheque No. 292592, IDBI Bank	1,00,00,000/-
7.	31/12/2014	Cheque No. 292591, IDBI Bank	50,00,000/-
8.	02/01/2015	Cheque No. 292594, IDBI Bank	40,00,000/-
9.	05/01/2015	Cheque No. 292595, IDBI Bank	52,50,000/-
10.		TDS	7,50,000/-



I say received

Ms. Kruti Jain

Witnesses:

1.

2.

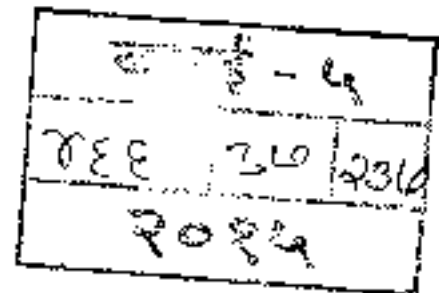


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TRUE COPY
ATTESTED BY ME

S. R. LOKHANDE
NOTARY
MUMBAI - MAHARASHTRA

25 JAN 2015



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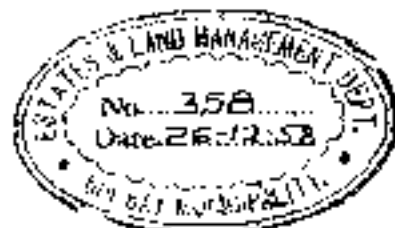


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BOMBAY MUNICIPALITY
ESTATES & LAND MANAGEMENT DEPARTMENT
DADAR MATUNGA ESTATE SCH. NO. 5

LICENCE PLAN
PLOT NO. 399 (SOUTH)
SCALE 20' = 1"

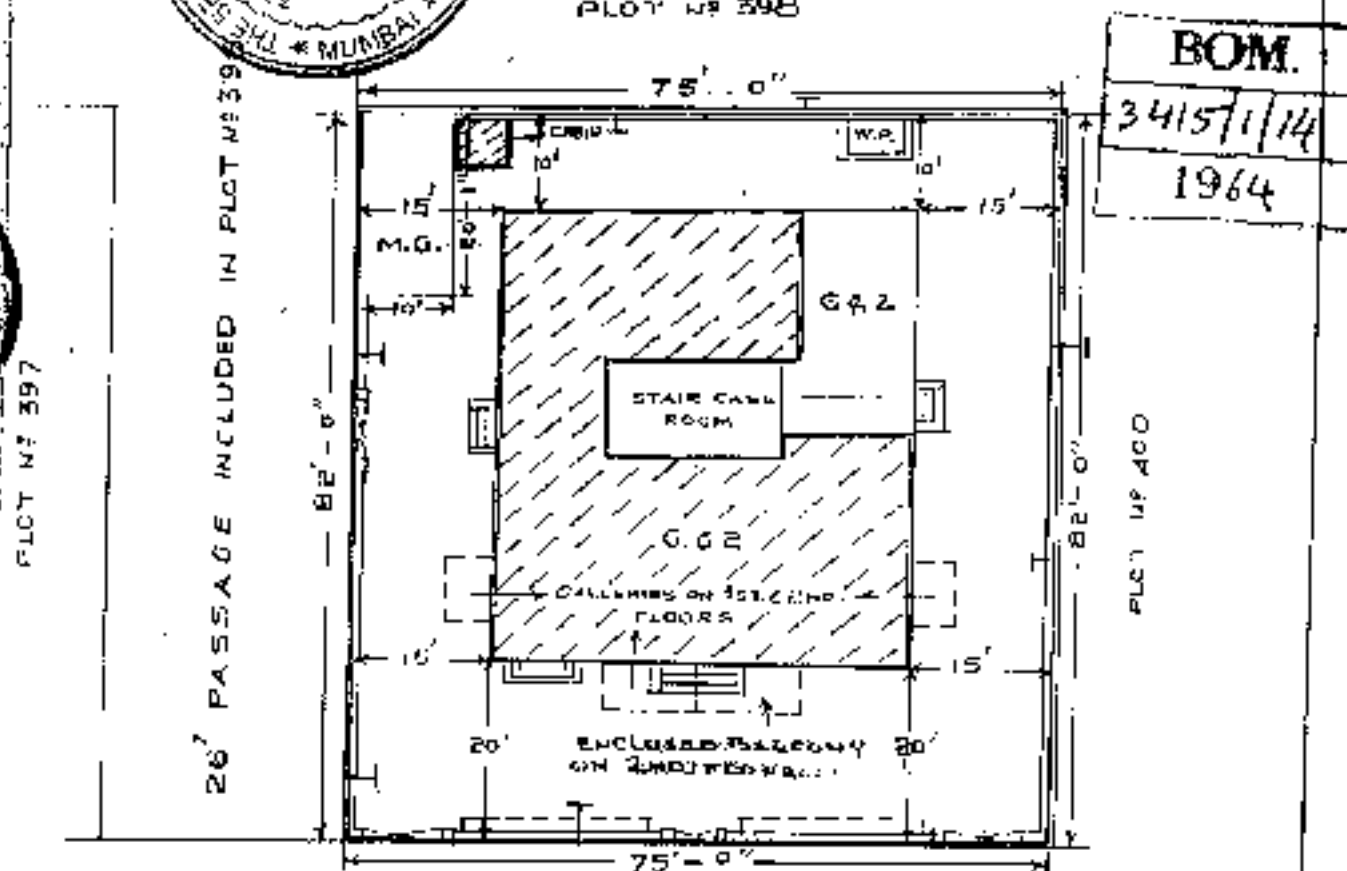


NOTE: - CHANGE OF USER FOR SHOP ON GROUND FLOOR.



H. L. D. D. D.
P. K. K. K.
 TO OF THE MEMBERS OF
 THE STANDING COMMITTEE

PLOT NO. 398



BOM.

3415/1/14
 1964

50' TELANG ROAD

For The Joint Municipal Corporation General Wholesale Stores Ltd.

HON. SECRETARY.

CHAIRMAN.

ESTATE AGENT & LAND MANAGER.

MUNICIPAL COMMISSIONER.

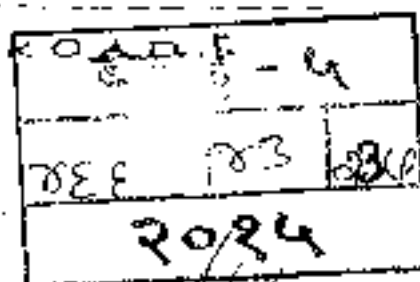
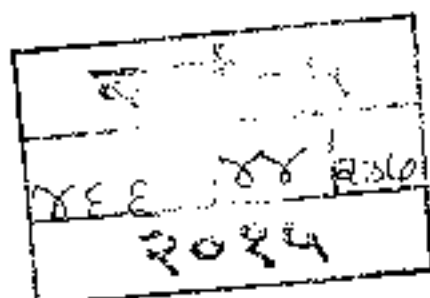
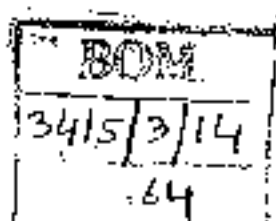


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-2-

Act II of 1912 having its registered office at -
Co-operative House Telang Road Matunga (hereinafter -
referred to as "the Lessee" in which expression are -
included unless such inclusion is inconsistent with the
context its Successors and Assigns) of the third part
Supplemental to an Indenture of Lease dated the 29th day
of November 1950 (hereinafter referred to as "the Lease")
and made between the Corporation of the first part -
Fangal Ramanath Nayak, Esqr., I. C. S., the then Municipal
Commissioner of the second part and the Lessee of the
third part the counterpart of which is registered with
the Sub-Registrar of Assurances at Bombay on the 8th day
of June 1951 under No. 5834/50 at pages 162 to 168 -
Volume 293 of Additional Book No. I whereby the Corpora-
-tion demised unto the Lessee all that piece of land
containing an area of 683 square yards or thereabouts
situate on and being plot No. 399 of the Dadar Matunga
Estate of the Corporation in the City and Island and -
Registration Sub-District of Bombay bounded on the North-

by 20 Feet Telang Road on the South-West by 26 Feet -

Passage included in Plot No. 398 of the said Estate and

on the North-West by Plot No. 398 aforesaid of the said

Estate which piece of land bore at the date of the Lease

and now bears new Survey No. 837 (part) and Cadastral

Survey No. 297/10 of Matunga Division and is with the

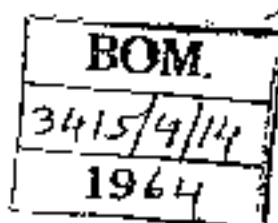
dimensions and abutments thereof delineated on the plan

annexed to the now reciting Indenture being thereon

coloured pink blue and green and surrounded by a red

boundary line Together with the buildings erected thereon





consisting of a main building of a ground floor and two upper floors with a staircase room and an out-building of a ground floor only which said premises were at the date of the Lease assessed by the Assessor and Collector of Municipal Rates and Taxes under F Ward No. 7560 Street No. 1117 and are now assessed under F Ward Nos. 7550(1) and 7550(2) Street Nos. 24 and 24A for an estate in perpetuity from the 11th day of May 1934 at the rent and upon the terms and conditions

in the now reciting Indenture reserved and WHEREAS in the Lease are contained Covenants on the ~~part of the Lessee~~

part of the Lessee to bind itself as well as its Successors and Assigns Not to use or permit to be used

such portion of the land thereby demised ~~for~~ **बबई - ५** the time being be left unbuilt upon for any purpose

whatsoever other than as a garden or open space **४० २३६** without the previous consent in writing of the Commis-

sioner And Not to place or store or permit to be placed or stored upon the land for the time being

unbuilt upon or any part thereof any article or thing whatsoever which may interfere with the use of such

land as a garden or open space Provided Always that in the event of any dispute arising as to whether a

placing or storing is an interference or not the decision of the City Engineer of the Corporation for

the time being or of any other person for the time being authorised by the Corporation or the Commissioner

to perform the functions of the City Engineer under the said presents (all of whom are hereinafter

referred to as "the City Engineer") should be final



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32

10001
3415/5/14
1864

-4-

And Not to pull down add to or alter any buildings or other erections at any time on the land thereby demised nor to erect any other erection or building thereon without the previous consent in writing of the Commissioner or the City Engineer And to use the main building for the time being on the demised land for residential purposes and the office of the Lessee and the out-building for housing motor cars not let out or plying for hire only

And not to use the said premises or any part thereof or permit the same to be used for ^{any} business trade occupation or purpose whatsoever other than as aforesaid without the previous consent in writing of the Commissioner and not at any time to permit stables factories workshops or work-places on the demised land And in particular not to use the demised premises or any part thereof as a refreshment room booth or shop for sale for consumption either on or off the demised premises of intoxicating liquor or

or (except by any holder of a chemist's or dispensary license from the excise Department) of opium ganja bang or other intoxicating drugs whether such liquor toddy or other drugs be country or foreign and whether the sale be by retail or wholesale And not to suffer to be done on the said premises anything

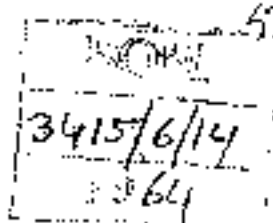
which may be or become noisome injurious or offensive to the Corporation or the owners or occupiers of this or any other property in the neighbourhood AND WHEREAS the Lessee being desirous of creating a cabin for storing kerosene oil on the Western compulsory open space on the demised land and to use a portion of the ground floor of the main building on the demised land as a shop according to

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10001	1864



116

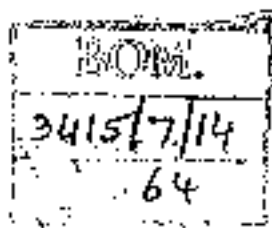
-5-



a plan and specification prepared by its Engineer applied to and requested the Corporation to grant to the Lessee their Licence and permission for such purpose and the said plan and specification having been submitted to and approved by the Commissioner the Corporation agreed to grant such Licence subject as hereinafter mentioned upon the Lessee agreeing to pay extra premia of Rupees Forty (Rs. 40/-) and Rupees One Thousand Three Hundred and Sixty six (Rs. 1,366/-) respectively and to enter into the covenants hereinafter contained or referred to And, Whereas the said sums of Rs. 40/- and Rs. 1,366/- were paid by the Lessee to the Corporation before the execution of these presents (the receipt of which sums is hereby acknowledged) NOW THIS INDENTURE WITNESSETH that in consideration of the said sums of Rs. 40/- and Rs. 1,366/- and of the covenants on the part of the Lessee hereinafter contained the Corporation DO HEREBY GIVE AND GRANT unto the Lessee their full Licence and permission to construct a cabin for storing kerosene oil in the western compulsory open space of the demised land and to use a portion of the ground floor of the main building as a shop in the positions indicated on the plan hereto annexed being thereon distinguished by hatched black lines and surrounded by blue verge lines PROVIDED that the said construction of the said cabin be carried out in accordance with the said plan and specification which have been approved as aforesaid and completed under the superintendence and to the satisfaction of the

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112

-6-

Commissioner or the City Engineer of the Corporation
AND THIS INDENTURE ALSO WITNESSETH that in consideration
of the Licence hereinbefore given the Lessee so as to
bind itself as well as its Successors and Assigns DOETH
HEREBY Covenant with the Commissioner on behalf of the
Corporation as follows:-

1. To construct and finish the said cabin in
a good and substantial manner with proper materials and
under the superintendence and to the satisfaction of
the Commissioner or the City Engineer as aforesaid.

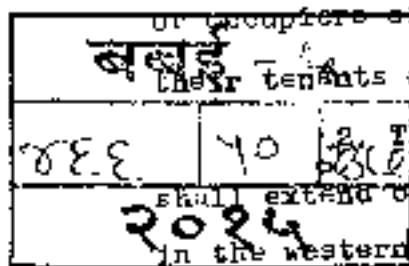
2. Not to use or permit to be used the said
cabin for any purpose whatsoever other than for storing
kerosene oil.

PROVIDED ALWAYS AND IT IS HEREBY AGREED as
follows:-

1. Not to allow at any time the user of the
said portion of the ground floor of the main building
on the demised land as a shop to become a source of
nuisance or annoyance to the Corporation or the owners
or occupiers of the demised premises or the Lessees or
their tenants of any other property in the neighbourhood.

2. That the Licence hereinbefore contained
shall extend only to the construction of the said cabin
in the western compulsory open space of the demised land

and as the change of user of the portion of the ground
floor of the main building on the demised land and shall
not be deemed to authorise any further or other altera-
tions in the said premises or operate as a waiver or
release of the covenants or conditions of the Lease
or otherwise.



118

-7-

3415/8/14

64

3. That when the construction of the said cabin shall have been completed the Lease as varied by these presents and the covenants on the part of the Lessee therein contained to keep the buildings for the time being on the demised premises in repair and restrictive of the right to make alterations in such buildings and all other the covenants and conditions in the Lease and this Licence respectively contained or referred to shall henceforth be construed and operate and take effect in all respects and in like manner as if the said construction of the said cabin had been on the demised land previous to the date of Lease.

4. That nothing hereinbefore contained shall prejudice or affect any of the rights or remedies of the Corporation under the covenants or conditions for re-entry and other the conditions and provisions of the Lease in respect of any future breach of any of the covenants or agreements on the part of the Lessee therein or in these presents contained or referred to.

5. Not to erect fix place or display or permit to be erected fixed place or displayed or to continue and be in upon or any part of the demised premises or on the buildings for the time being on the demised land any advertisement or advertisement-board or sign or anything whatsoever in the nature of advertisement except a small sign board in such form and design as may be approved by the Commissioner.

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3415/9/14
64

-3-

6. To pay to the Corporation all the costs of and incidental to the drafting execution and completion of these presents and the duplicate thereof.

IN WITNESS WHEREOF the Common Seal of the Corporation has been hereunto affixed as provided by law and the said ~~Shantilal Eknath Sukhankar~~ ~~Dr. Asan Usman Sheth~~ and the Lessee have hereunto set their respective hands and seals the day and year first above written.



ल.स.स. - १५		
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-9-

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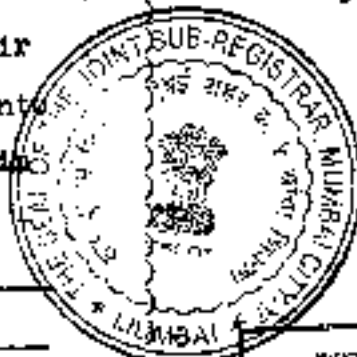
The Common Seal of the
Municipal Corporation
of Greater Bombay was
hereunto affixed in the
presence of - -

[Signature]

and

[Signature]

two of the Members of
the Standing Committee
of the said Corporation,
who in token of their
presence have hereunto
signed their names in
the presence of -



[Signature]
Municipal Secretary.

- 4		
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SIGNED SEALED AND DELIVERED)

by the abovesigned
Shailendra Lakshmi Sakhankar
~~Dr. J. S. Uman Shinde~~

in the presence of - -

[Signature]

Office Superintendent

Municipal Commissioner's Office

[Signature]
Municipal Commissioner.

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