
Friday, November 11, 2016
4:22 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 12942 दिनांक: 11/11/2016

गावाचे नाव: कोदिवली
दस्तावेजाचा अनुक्रमांक: वरल-5-11610-2016
दस्तावेजाचा प्रकार: सरंजदर ऑफ लीज
मादर करणाऱ्याचे नाव: शिवानी विल्डर्स अँड डेव्हलपर्स चे भागीदार हरीश साखाभाई माखेला

नोंदणी फी	रु. 19600.00
दस्त हाताळणी फी	रु. 3300.00
पुढांची संख्या: 165	
एकूण:	रु. 22900.00

(L5)
ISTRAR BORIVALI 5

and used

आपणाम मूळ दस्त, पंचनेल प्रिंट, मूनी-२ अंदाजे
4:30 PM ह्या वेळेस मिळेल.

बाजार मूल्य: रु. 1951000/-
मोबदला रु. 1950000/-
भरलेले मुद्रांक शुल्क : रु. 97600/-

सह दुय्यम नियंत्रक पोरीकली क्र. ५,
मुंबई उपनगर जिल्हा

मह. दु. नि. का-बोरीवली 5

WESTMUMBAI

1) देवकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 19600/-
डीटी/प्रनादेश/पे ऑर्डर क्रमांक: MH005598351201617R दिनांक: 11/11/2016
बँकेचे नाव व पत्ता: IDBI
2) देवकाचा प्रकार: By Cash रकम: रु. 3300/-
नोंदणी फी याफी असल्यास तपशिल :-
1) Fee Adjustment : Fee Adjustment (yashada training) code added for keeping tack of
adjusted fees

BORIVALI - 5
Delivery Date.....

वरल - ५/		
९९६९०	९	९६४
२०१६		

Data of Bank Receipt for GRN MH005598351201617R

Bank - IDBI BANK

Bank/Branch : 103761676
 Pmt Trn Id : 27/10/2016 18:36:31
 Pmt DtTime : 69103332016102751825
 ChallanIdNo : 7101 / MUMBAI
 District : 11/11/2016
 Simple Receipt
 Print DtTime : 11/11/2016
 REG GRN : MH005598351201617R
 Office Name : JGR134(BRL5)
 DATE : (IS)-388-14810RLS JGR134(BRL5)
 SUB REGISTRAR BORIVALI 5

DEFACED FOR RS:19600.00
 Deface Number : 0003337592201617
 AMOUNT : 19600.00
 RgnFee Amt : Rs 19,600.00/- (Rs Nineteen Thousand Six Hundred Rupees Only)
 RgnFee Descr : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 19,600.00/- (Rs Nineteen Thousand Six Hundred Rupees Only)

Article : 58(b)
 Prop Mvblty : Immovable
 Prop Descr : CTS NO 1112 24TO 1112 45VILLAGEKANDIVALITULASKAR WADI , M G ROADKANDIVALI WESTMUMBAI
 Maharashtra
 400067
 Duty Payer : PAN-ABGFS6302L MS SHIVANI BUILDERS AND DEVELOPERS
 Other Party : PAN-BZPPK8112E JAGRUTI SAGAR KATKADE

Bank Scroll No : 100
 Bank Scroll Date : 28/10/2016
 RBI Credit Date : 28/10/2016
 Mobile Number : 919987090948

H-L P/L
 Nanda P. Thakkar
 Agents
 Kamal Soni



वरल - ५/
 ११६९० १ १६४
 २०१६

lot Payment Successful. Your Payment Confirmation Number is 103761676

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH005598351201617R	BARCODE	Form ID :
Department	IGR	Payee Details	
Receipt Type	RM	Dept. ID (If Any)	
Office Name	IGR194-BRL5_JT SUB REGISTRAR BORIVALI	PAN No. (If Applicable)	PAN-ABGFS6302L
Year	Period: From : 26/10/2016 To : 31/03/2099	Full Name	MS SHIVANI BUILDERS AND DEVELOPERS
Object	Amount in Rs.	Flat/Block No.	CTS NO 1112 24 TO 1112 45
0030045501-75	0.00	Premises/ Bldg	VILLAGEKANDIVALI
0030063301-70	19600.00	Road/Street, Area /Locality	TULASKAR WADI
	0.00	Town/ City/ District	M G ROAD KANDIVALI
	0.00	PIN	4 0 0 0 6 7
	0.00	Remarks (If Any) :	
	0.00	वरल - ५/ ९९६९० २ ९६४	
Total	19600.00	Amount in words	2025 Thousand Six
Payment Details:IDBI No.		FOR USE IN RECEIVING BANK	
Payment ID : 103761676		Bank CIN No : 69103332016102751825	
Cheque- DD Details:		Date	27-10-2016
Cheque- DD No.		Bank-Branch	571 Borivali (West)
Name of Bank		Scroll No.	
Name of Branch			



Nanda P. Thakkar

Jaguti

Karmaksoni

ps://corp.idbi.bank.co.in/corp/BANKAWAYTRAN;jsessionid=0000B2lnOIHGIFHmFbQYAr4afB7:13pk6facu?bway... 10/27/2016

PS

N. P. Thakkar

Jaguti

Karmaksoni

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001
Office : COLLECTOR OF STAMP (BORIVALI), M.M.R.D.A BUILDING, 1st FLOOR,
BANDRA - KURLA COMPLEX, BANDRA (E) MUMBAI - 400 051.

COLLECTOR OF STAMPS, BORIVALI C 0108774

RECEIPT FOR PAYMENT TO GOVERNMENT
CNI-I ADJ- 619

NOT TRANSFERABLE
26/Mar/2015

Receipt No.: M/S SHIVANI BUILDERS & DEV

Receipt Date :

Received From : ADJ FEE 103(II)

On Account of :

DELIVERED

Mode of Payment

DD/PO/CHQ/
RBI-Challan No.

Page SEP 2016

Bank Name &
Branch

Area
Code

Amount
(In Rs.)

CASH

वरल - ५/रु.100

99890 3 988

ADJ/II00902/619/2015

Case No.:

2016

Lot No. :

Lot Date :

DELIVERED
19 SEP 2016

Total D.O. :

Sr. No	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
	Hearing Date on : 24 APR 2015			



Rs. 100.00

ONE HUNDRED ONLY

Total :

Rs.:

Rupees :

K B PATIL

DELIVERED
11 SEP 2016

FOR COLLECTOR OF STAMPS, BORIVALI
1ST FLOOR, MMIRDA BLDG, BKC, MUMBAI - 400 051

Cashier / Accountant

Signature / Designation



99890 8 988
2016

PS

N.P. That or

Agents

Kanabhai

मुद्रांक जिल्हाधिकारी, बोरीवली यांचेसमोर
(महाराष्ट्र मुद्रांक अधिनियम, 1958 च्या कलम 31 खालील कार्यवाही)
(अभिनिर्णय प्रकरण क्रमांक एडिजे/1100902/619/2015)
अर्जदार- Shivani Builders and Developers

अर्जदार- Shivani Builders and Developers यांनी दिनांक 26/03/2015 रोजी
Deed of Surrender of Lease cum Transfer चा दस्त इकडील कार्यालयात महाराष्ट्र मुद्रांक
अधिनियम 1958 च्या कलम 31 अन्वये अभिनिर्णयाकरीता सादर केला आहे.

सदर दस्ताचा तपशील पुढीलप्रमाणे आहे:

1	निष्पादन दिनांक	दस्त अनिष्पादित आहे.
2	दस्ताचा प्रकार	Deed of Surrender of Lease cum Transfer
3	The Lessee / Structure Owners	Nanda Praduman Thaker and others
4	The Owner / Landlord/ Lessor	Shivani Builders and Developers
5	मालमत्तेचा तपशील	Piece and Parcel of Land with Structures CTS No. 1112/24 to 1112/45, Village Kandivali Tal. Borivali
6	मोबदला	रु.19,50,0000/-



निकालाची समज-

12 - 17		
17	16	16
3909		

प्रस्तुत प्रकरणात खालीलप्रमाणे आदेश आज दि. 17/6/2015 रोजी पारित
करण्यात आले आहेत.

आदेश

अर्जदार Shivani Builders and Developers यांनी अभिनिर्णयाकरीता सादर केलेल्या Deed
of Surrender of Lease cum Transfer च्या दस्तावर वर नमूद केल्याप्रमाणे महाराष्ट्र
मुद्रांक अधिनियम 1958 च्या 58(b) (अनुच्छेद 25(b) सह वाचावे) नुसार रु.97,600/-
मुद्रांक शुल्क देय आहे.



वरल - ५/		
99890	४	988
२०१६		

N.P. Thakur

Jagdish

Kandivali

2. अर्जदार Shivani Builders and Developers यांनी हे आदेश प्राप्त झाल्यापासून 60 दिवसांचे आत सदरचे मुद्रांक शुल्क जमा करावेत.
3. खर्चाबाबत आदेश नाहीत.
4. सर्व संबंधितांना आदेशाबाबत समज द्यावी.



(Signature)
(राजेंद्र बोरेका)
मुद्रांक जिल्हाधिकारी, बोरीवली

प्रती-

Shivani Builders and Developers
Office at Shop No.1, Rani Apts,
S V Road, Dahisar (east),

Mumbai 400 068



बरल. - ५/		
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२०१६		



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१	१	१११०
३१०९		



मुद्रांक जिल्हाधिकारी, बोरीवली यांचेसमोर
(महाराष्ट्र मुद्रांक अधिनियम, 1958 च्या कलम 31 खालील कार्यवाही)
(अभिनिर्णय प्रकरण क्रमांक एडिजे/1100902/619/2015)
अर्जदार- Shivani Builders and Developers

अर्जदार- Shivani Builders and Developers यांनी दिनांक 26/03/2015 रोजी Deed of Surrender of Lease cum Transfer चा दस्त इकडील कार्यालयात महाराष्ट्र मुद्रांक अधिनियम 1958 च्या कलम 31 अन्वये अभिनिर्णयाकरिता सादर केला आहे.

सदर दस्ताचा तपशील पुढीलप्रमाणे आहे.

1	निष्पादन दिनांक	दस्त अनिष्पादित आहे.
2	दस्ताचा प्रकार	Deed of Surrender of Lease cum Transfer
3	The Lessee / Structure Owners	Nanda Praduman Thaker and others
4	The Owner / Landlord/ Lessor	Shivani Builders and Developers
5	मालमत्तेचा तपशील	Piece and Parcel of Land with Structure CTS No. 1112/24 to 1112/45, Village Kandivali Tal. Borivali
6	मोबदला	रु.19,50,0000/-



पार्श्वभूमी-

प्रस्तुत प्रकरणात अभिनिर्णय करिता सादर केलेला दस्त हा Deed of Surrender of Lease cum Transfer चा दस्त आहे. उपरोक्त नमूद-भुखंड-दिनांक-05/02/1963-रोजीच्या Agreement to Lease अन्वये प्रभाशंकर माखनजी ठक्कर यांना 30 वर्षे मुदतीकरीत भाडेपट्ट्याने दिलेला आहे. सदरील दस्त नोंदणीकृत नव्ही. सदर भिडकतीवर पट्टेदार यांनी बांधकाम केले असून बांधकामाच्या एकूण 26 भाडेकरू असल्याचे दस्तामध्ये नमूद केलेले आहे. प्रभाशंकर माखनजी ठक्कर यांचे नाव मालमत्ता एवढ्याकरिता इमला मासक म्हणून नमूद केलेले आहे.

प्रभाशंकर माखनजी ठक्कर यांचे दिनांक 18/10/2004 रोजी निधन झाले असून प्रस्तुत दस्तातील The Lessee / Structure Owners हे त्यांचे वारसदार आहेत. प्रस्तुत दस्तान्वये सदरचे The Lessee / Structure Owners हे भुखंडावरील भाडेपट्ट्याचे हक्क पत्त्यार्पित करित असून बांधकामाचे मालकी हक्क दस्तावरीत करित आहेत.



N. P. Thakur
Agents
Kandivali

त्यामुळे या कार्यालयाने प्रस्तुत दस्तान्वये दोन व्यवहाराचा समावेश होत असल्याने
1. भुखंडावरील भाडेपट्ट्याचा हक्क प्रत्यापित वर 2. बांधकामाचा मालकी हक्क हस्तांतरित
करणेवर मुद्रांक शुल्काची आकारणी केलेली आहे.

त्यानुसार या कार्यालयाचे अंतरिम आदेश क्र. 2295 दिनांक 15/05/2015 अन्वये
देय मुद्रांक शुल्काचा भरणा करणेबाबत कळविले होते. सदरील आदेशाच्या अनुषंगाने
अर्जदार यांनी महाराष्ट्र मुद्रांक अधिनियम 1958 चे कलम 32-ब अन्वये अपिल मा.
अपर मुद्रांक नियंत्रक, मुंबई यांचेकडे दाखल केले आहे. सदरील अपिलाच्या अनुषंगाने मा.
अपर मुद्रांक नियंत्रक, मुंबई यांनी दिनांक 08/10/2015 रोजी आदेश पारित केलेले आहे.
सदरील आदेशान्वये खालील प्रमाणे आदेशीत केलेले आहे.

1. अपिल अंशत मान्य करण्यात येत आहे. मुद्रांक जिल्हाधिकारी बोरीवली यांचे अंतरिम
आदेश दिनांक 15/05/2015 रद्द करण्यात येत आहे.

2. मुद्रांक जिल्हाधिकारी बोरीवली यांनी स्थळनिरीक्षण करून तसेच अर्जदारास त्यांचे
म्हणणे मांडण्याची संधी द्यावी व अर्जदाराने उपस्थित केलेल्या मुद्द्याचा विचार करून
प्रकरणात योग्य आदेश 15 दिवसात पारित करावेत.

मा. अपर मुद्रांक नियंत्रक, मुंबई यांचे आदेशाच्या अनुषंगाने प्रस्तुत
दिनांक 05/11/2015 रोजी सुनावणी आयोजित करण्यात आली होती. सदरील सुनावणी
अर्जदार यांचेवतीने प्राधिकृत प्रतिनिधी श्री. सावला हे हजर होते. प्रस्तुत प्रकरणी अर्जदार
यांचे प्राधिकृत प्रतिनिधी श्री. सावला यांचे विनंतीनुसार सुनावणी दिनांक 17/11/2015
रोजी ठेवण्यात आली होती. तदनंतर प्रस्तुत प्रकरणी दिनांक 19/11/2015 रोजी सुनावणी

ठेवण्यात आली होती. मा. अपर मुद्रांक नियंत्रक, मुंबई यांनी दिलेल्या आदेशानुसार प्रस्तुत
प्रकरणी सहाय्यक नगर रचनाकार यांना दिनांक 20/11/2015 रोजी अर्जदार यांचे
प्राधिकृत प्रतिनिधी सोबत स्थळ निरीक्षण करण्यात आले आहे.

सहाय्यक नगर रचनाकार यांनी त्यांचे अहवालात सदरील मिळकत मू.
रस्त्यापासून आतील बाजूस असल्याचे नमूद करून पक्का रस्ताही नमूद केला आहे. तसेच मिळकतीच्या बाजूस 12 ते 15 फुट रुंद नाला असून नाल्यावर कंकड
रस्ता केला असल्याचे नमूद केलेले आहे. दस्तातील मिळकतीमधील बांधकाम हे वि.
भिंती, कौलार छप्पर, सिमेंट पत्र असल्याचे नमूद सदरील घरे दि. वेळ्या-स्व.
असल्याचे स्थळनिरीक्षण अहवालात नमूद केलेले आहे.



तदनंतर प्रस्तुत प्रकरणी दिनांक 10/12/2015 रोजी पुढील ठेवण्यात आली. सदरील सुनावणीच्या वेळी प्राधिकृत प्रतिनिधी यांनी त्यांचे लेखी म्हणणे कार्यालयात सादर केल्याचे सूचित केलेले आहे.

अर्जदार यांनी या कार्यालयात दिनांक 23/11/2015 रोजी सादर केलेल्या पत्रात खालील मुद्दे उपस्थित केलेले आहे.

1. भाडेपट्ट्याचा कालावधी संपुष्टात आलेला असून केवळ पट्टेदार यांना देत असलेली रक्कम हि केवळ सव्यवस्था (Settlement) करण्याच्या दृष्टीने रक्कम देत आहे.

2. दस्तातील मिळकत हि झोपडपट्टी घोषित असून ती झोपडपट्टी पुनर्वसनांतर्गत विकसीत करावयाची आहे. त्यामुळे दस्तामधील मिळकतीवरील बांधकाम हे अर्ध पक्के स्वरूपाचे असल्याने रु.15000/- प्रति चौ.मी. दर विचारात घेऊन करणे आवश्यक आहे. दस्तातील मिळकत हि 50 वर्ष असल्याने 45 टक्के दर विचारात घेऊन मुल्यांकन करणे आवश्यक असल्याचे नमूद केलेले आहे.

3. उपरोक्त प्रमाणे अर्ध पक्के बांधकाम दराच्या 45 टक्के मुल्य विचारात घेऊन येणारे मुल्य एकूण 19,50,750/- असल्याचे नमूद केलेले आहे.

उपरोक्त मुद्द्यांसंदर्भात वस्तुस्थिती व कायदेशीर तत्वांनुसार अर्जदार यांनी पुढील निष्कर्षाप्रत पोहचत आहे.

निष्कर्ष -

सहाय्यक नगररचनाकार यांनी स्थळनिरीक्षक सादर केलेल्या अहवालात दस्तातील मिळकतीवरील बांधकाम अर्ध पक्के स्वरूपाचे असल्याचे नमूद केलेले आहे. त्यामुळे रु.15000/- प्रति चौ.मी. हा विचारात घेऊन मुल्यांकन करण्याबाबतची अर्जदार यांची विनंती मान्य करण्यात येत आहे.

दस्तातील मिळकतीवर बांधकाम हे 50 वर्ष जुने असल्याबाबत अर्जदार यांनी दिनांक 08/02/2016 रोजी मालमत्ता कर देयक वर्ष 2015-2016 सादर केलेले असून त्यानुसार प्रथम कर निर्धारण दिनांक 01/04/1963 असे आहे. त्यामुळे बांधकाम 50 वर्ष जुने असल्याबाबतची कागदपत्र सादर केल्याने 50 टक्के घसारा देण्याबाबतची अर्जदार यांची विनंती मान्य करण्यात येत आहे. तथापी अर्जदार यांनी दस्तासोबत सन 1963 ची मतदार यादी सादर केलेली आहे. त्यानुसार प्रस्तुत प्रकरणातील मिळकतीवर सन 1995



N.P. 11/11/16

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मध्ये बांधकाम असल्याचे दिसून येते. त्यानुसार 50 वर्ष जुने बांधकाम असल्याने 55 टक्के घसारा देण्यात येत आहे.

प्रस्तुत प्रकरणातील मिळकतीमध्ये भाडेपट्ट्याचा कालावधी संपुष्टात आलेले आहे. सदरील बांधकाम हे इमला मालक हे हस्तातरीत करीत आहे. याकरीता जागा मालका हे इमला मालकास रु.19,50,000/- इतकी देत आहे.

प्रस्तुत दस्तातील जमीनीवर जमीन मालक यांचा मालकी हक्क आहे. पट्टेदार हे फक्त बांधकामाचे मालक आहेत. सदरील बांधकाम प्रस्तुत दस्तान्वये जमीन मालकास हस्तातरीत होत असल्याने सदरील बांधकामाचे बांधकाम मुल्यांवर मुद्रांक शुल्क देय आहे.

त्यानुसार प्रस्तुत प्रकरणी बाजारमुल्य खालील प्रमाणे निश्चित करण्यात येत आहे.

289 X 15000 X 0.45

= रु. 19,50,750/-

म्हणजेच रु. 19,51,000/-



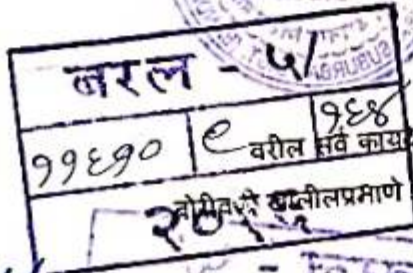
अनुच्छेद

मुद्रांक शुल्क

58(b)

रु.97,600/-

(अनुच्छेद 25(b) सह वाचावे)



आदेश

1. अर्जदार Shivani Builders and Developers यांनी अभिनिर्णयाकरीता सादर केलेल्या Deed of Surrender of Lease cum Transfer च्या दस्तावर वर नमूद केल्या महाराष्ट्र मुद्रांक अधिनियम 1958 च्या 58(b) (अनुच्छेद 25(b) सह वाचावे) रु.97,600/- मुद्रांक शुल्क देत आहे.

2. अर्जदार Shivani Builders and Developers यांनी हे दस्तऐवज दिवसांचे आत सदरचे मुद्रांक शुल्क जमा करावेत.

3. खर्चाबाबत आदेश नाहीत.



4. सर्व संबंधिताना आदेशाबाबत समज द्यावी.


(राजेंद्र बोरकर)
मुद्रांक जिल्हाधिकारी, बोरीवली



दिनांक- 17 JUN 2016

ठिकाण- मुंबई

जा.क्र. मुजिबो/अभि/प्र.क्र.619/2015/4613/16.

मुद्रांक जिल्हाधिकारी, बोरीवली यांचे कार्यालय

एम.एम.आर.डी.ए. इमारत, पहिला मजला,

बांद्रा कुर्ला कॉम्प्लेक्स, बांद्रे (पुर्व) मुंबई 400 051


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CHALLAN
MIR Form Number-6

600.00		USER	
MI-00186 37747010741		Form ID	
Barcode		Date: 30/09/2016 12:52:29	
Payee Name: CSB COLLECTOR OF STAFF'S COLLEGE		Payer Details	
Address: MUMBAI		TAX ID (If Any)	
Amount in Rs. 97000.00		PAN No. (If Applicable) AUGFS5302L	
Remarks (If Any)		Full Name: SHIVANI BUILDERS AND DEVELOPER	
Flat/Block No.		SHOP NO 1 RANI APARTMENT	
Premises/Building		NEAR POLICE STATION S V ROAD	
Road/Street		DAHISAR EAST MUMBAI	
Area/Locality		Town/City/District	
PIN		4000068	
Amount in Words		Ninety Seven Thousand Six Hundred Rupees Only	
FOR USE IN RECEIVING BANK		Bank CIN	
Bank Branch		IDBI BANK	
Scroll No. Date		100, 03/09/2016	



Handwritten signature and initials.

Nanda P. Thakur
Jaguti
Kamkani

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N. P. Thakur
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Office of the
Collector of Stamps

Case No. ADJ/1100902/ 619/2015

Date 26/03/15

Received from M/s. Shivani Builders & Developers.

stamp duty of Rs. 9,76,000/- Ninety Seven Thousand Six Hundred -

only. Date 30/08/2016

Certified under Section 32(1) (b) of the Bombay Stamp Act, 1958 that the full duty of Rs. 9,76,000/- Ninety Seven Thousand Six Hundred - only has been paid vide article No. 25(b) of schedule.

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

Place: Borivali

Date: 30/08/2016

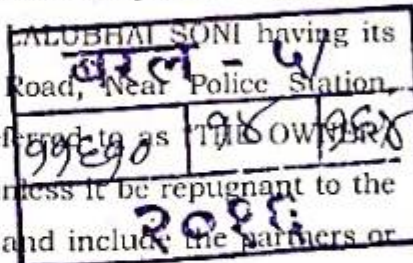
DEED OF SURRENDER OF LEASE CUM TRANSFER



THIS DEED OF SURRENDER OF LEASE CUM TRANSFER is made on the 11th day of NOV. 2016 BETWEEN (1) MRS. NANDA PRADUMAN THAKER aged 59 years, having permanent address at Room no.7, H. J. Patel Chawl, Rani Sati Marg, Opp. Tippiro, Malad (East), Mumbai 400097., (2) MRS. JAGRUTI SAGAR KATKADE aged 37 years, residing at C-15/9 Sambhaji Nagar, Backside of Suyog Hospital, Dhankawadi, Pune 411004, ANIRUDH PRADUMAN THAKER aged 34 years, residing at B Wing, Apartment, Near KachiWadi, Chanad Colony, Vapi 396397 AND (3) MRS. KARUNA RAJESH SONI aged 32 years, residing at 1st Floor, Adhish Apartment, B Wing, Khariwad, Nani Daman., all adults, Indian citizens, residing in Mumbai hereinafter referred to as "THE LESSEE/STRUCTURAL

(which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include their respective heirs, executors and administrators) OF THE ONE PART AND M/S. SHIVANI BUILDERS AND DEVELOPERS a Partnership Firm registered under the provisions of the

Indian Partnership Act, 1932 through its authorized partners (1) SHRI HARISH L. MAKHELA and (2) SHRI BABULAL KALUBHAI SONI having its Office at Shop No. 1, Rani Apartment, S.V. Road, Near Police Station, Dahisar East, Mumbai 400 068., hereinafter referred to as "THE LANDLORD/LESSOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of last of such survivors or survivor and assigns) OF THE OTHER PART.



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WHEREAS the Owner/Landlord/Lessor is the owner and well and sufficiently entitled to the property bearing Survey No. 164B Hissa No. 1, Corresponding City Survey Nos. 1112, 1112/1 to 127 of Village Kandivali, Taluka Borivali in the Registration District and Sub-District of Mumbai Suburban District and more particularly described in the First Schedule hereunder written hereinafter referred to as "THE SAID ENTIRE LAND",

AND WHEREAS the original lessor MR. RAGHOO RAVAL had granted to the lessee MR. PRABHASHANKAR MAKHANJI THAKER a lease for 30 years in respect of the land described in the Schedule II annexed hereto on an monthly rent of Rs. 15/- (Rupees Fifteen Only), which is commenced on 05/02/1963.

AND WHEREAS originally since prior to 1963 one SHRI. PRABHASHANKAR MAKHANJI THAKER was the lessee of portion of the said entire land bearing CTS Nos. 1112/24 to 1112/45 of Village Kandivali, Taluka Borivali Mumbai Suburban District admeasuring area 289 sq. mts. Built up area and the owner of the structures standing on the portion of the property, which is more particularly described in the Schedule II hereunder written and shown by RED Colour boundary lines on the plan annexed hereto and marked Annexure "1" (hereinafter the said land is referred to as "the said land", the said structures are referred to as "the said structures", and the said land and the said structures are jointly referred to as "THE SAID PROPERTY").

The said structure is occupied by the Tenants/ Occupants, whose names are recorded in Annexure "A" and who have made an application for Annexure II under the Maharashtra Slum Act.

AND WHEREAS the said SHRI. PRABHASHANKAR MAKHANJI THAKER shown as "ImlaMalik" on the property register cards in respect of the said Structure and owners of structures. A copy of the existing registered card is annexed hereto as Annexure "B" colly.

AND WHEREAS the said SHRI. PRABHASHANKAR MAKHANJI THAKER died on 14th February 1995 leaving behind SHRI. PRADUMAN PRABHASHANKAR THAKER as his only heir and legal representative entitled to his estate including right, title and interest in the said structure under the Hindu Law by which he was governed at the time of his death.

AND WHEREAS the said SHRI. PRADUMAN PRABHASHANKAR THAKER died on 18th October 2004 leaving behind Lessee/Structure Owners no. 1 -

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4 herein as his only heirs and legal representatives entitled to his estate including right, title and interest in the said structure under the Hindu Law by which he was governed at the time of his death.

AND WHEREAS the said Shri. PRABHASHANKAR MAKHANJI THAKER during his lifetime granted the said structures on the said entire land to various tenants on monthly tenancy basis. The List of tenants' alongwith their respective areas and monthly rents are annexed hereto and marked Annexure "A". The said tenants are in physical use occupation and possession of their respective rooms on the said property;

AND WHEREAS the said entire property which is more particularly stated in Schedule I hereunder is declared as Slum under Maharashtra Slum Act, vide Notification No. Gavasu-2007/P.K.32/Zopasu-I dated 30/07/2007 which is annexed herein.

WHEREAS the Owners have represented to the Lessee/Structure Owners that the lessee/Imla Malik is not entitled for any benefit under Maharashtra Slum Act and they are required to vacate the premises for the development of the property under the provision of the Maharashtra Slum Act. They will be entitled only for the structure, which is constructed prior to 1995. However it will not be exceeding 269 sq. ft. carpet area for of residential unit and maximum 225 sq. ft. carpet area for commercial unit.

AND WHEREAS the Lessee/Structure Owners have represented to the Owner/Landlord/Lessor that the said property is not required by them and they are therefore desirous of selling and transferring the said structures and surrendering their lease hold rights and all other rights in respect of the said land to the Owner/Landlord/Lessor for development of the property under Maharashtra Slum Act, who shall deal in the manner as they may deem fit and proper, as provided under Maharashtra Slum Act.

AND WHEREAS the lessee has conceded to request of the owner/landlord/lessor to surrender to them the lease right of the said land and transfer of ownership of structure hereinbefore recited in consideration of a sum of Rs. 19,50,000/- (Rupees Nineteen Lakhs Fifty Thousand Only);

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AND WHEREAS the parties are desirous of recording the terms of the agreement as hereinafter mentioned.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:

1. In pursuance of the aforesaid concession made by the lessee to the lessor and in consideration of the sum of Rs. 19,50,000/- (Rupees Nineteen Lakhs Fifty Thousand Only); paid by the lessor to the lessee (the receipt whereof the lessee hereby acknowledges) the lessee hereby surrenders and all benefits upto the lessor the property described in the Schedule II annexed hereto with all the appurtenances thereto belonging to the intent that the said term created by the said lease and all the estate and interest of the lessee in the said land under or by virtue of the said lease may be absolutely and forever extinguished from the date of this deed and the said property may revert to the lessor alongwith the transfer of the structure right to the lessor alongwith transfer of ownership of the structure to the lessor.
2. The lessee hereby releases the lessor from all obligations arising under the lease aforesaid.
3. The Lessee/Structure Owners do and each of them doth hereby agree to indemnify and keep indemnified the Owner/Landlords/Lessor Owner/ Landlords/Lessor and each of them or from and against any claim, demand, costs, charges and expenses which the Owner/Landlords/Lessor or any of them may suffer or incur by reason of the Lessee/Structure Owners and/or any party or person claiming through them making any claim and demand unto or in respect to the said property/structures either as tenant, sub-tenant, caretaker, agent, successor or otherwise in any manner whatsoever except the names of the persons stated in Annexure
4. The Lessee hereby grants consent and permission to the lessor to develop the aforesaid property under the Maharashtra Urban Planning Act or under any act which is permissible by the competent authority. The Lessor shall be holding physical and judicial possession of the said property along with the structure from the day of execution of this deed.
5. The Lessee hereby declares and confirms that they have not created any charge, lien, or transferred the said lease hold right and structure

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to any person. The said lease hold right and structure are free from any charge, lien or mortgage. The lessee has not received any prohibitory order or any requisition notice from any competent authority or from any tax authority under any law.

6. The Lessee/Structure Owners liability to pay rent, outgoings and permitted increases has unto the date hereof and shall stand ceased with effect from the date of execution hereof.
7. AND FURTHER THAT any stamp duty, registration charges, penalty etc. if any, payable on this document shall be borne and paid by the Owner/Landlords/Lessor only.

FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece and parcel of plot of land area admeasuring 1 Acre and 20 Gunthas equivalent to 6134.30 sq. mtrs., equivalent to 7332.00 sq. yds. along with the structure standing thereon bearing Nos. 164-B, Hissa No.1, CTS No. 1112 & 1112/1 to 127 of Village Kandivali, Taluka Borivali, Mumbai Suburban District situated lying and being at Tulaskar Wadi, M. G. Road, Kandivali (West), Mumbai - 400 067 and bounded as under:

On towards East	- by C.T.S. No. 1110 (Road)
On towards West	- by Ram Krishna School
On towards North	- by C.T.S. No. 1110
On towards South	- by C.T.S. No. 1113



SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT the structures standing thereon the property/land referred in First schedule hereinabove written bearing CTS Nos. 1112/24 to 1112/45 admeasuring approximately 289 sq. mts. Built up area of Village Kandivali, Taluka Borivali, Mumbai Suburban District situated lying and being at Tulaskar Wadi, M. G. Road, Kandivali (West), Mumbai - 400 067 and bounded as under:

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IN WITNESS WHEREOF the parties hereto have signed this deed on the day and year first written above in token of acceptance thereof.

H.L.M.

By No P. Thakern
Jaguti

Kamishan

SIGNED SEALED AND DELIVERED by the within named "THE LESSEE/STRUCTURE OWNERS"

(1) MRS. NANDA PRADUMAN THAKER
W/O PRADUMAN PRABHASHANKAR THAKER
P.A.NO. _____
ELECTION ID CARD NO: MT/09/044/0011045.



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Nanda P. Thaker

Signature



(2) MRS. JAGRUTI SAGAR KATKADE
D/O PRADUMAN PRABHASHANKAR THAKER
P.A.NO. BZPPK - 8112 - E.



Left Thumb Impression

Jagruti

Signature



(3) MR. ANIRUDH PRADUMAN THAKER
S/O PRADUMAN PRABHASHANKAR THAKER
P.A.NO. AENPT - 6609 - L



Left Thumb Impression

Anirudh

Signature



(4) MRS. KARUNA RAJESH SONI nee Name
MISS. KARUNA PRADUMAN THAKER
D/O PRADUMAN PRABHASHANKAR THAKER
P.A.NO. CNTPS - 0356 - P.



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Karuna Soni

Signature



The party of the Second Part In the presence of RAGHAY D HAKHAY
WITNESS

1. *Dhakan*

2. *Prathala*

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SIGNED SEALED AND DELIVERED by the within named "THE OWNERS/LANDLORDS/LESSORS"

M/S. SHIVANI BUILDERS & DEVELOPERS

P.A. NO: AB4FS - 6302 - L.
Through its authorized partners

(1) SHRI HARISH L. MAKHELA

P.A. NO. AADPM - 8959 - P



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H.L. Makhela

Signature



(2) SHRI BABULAL LALUBHAI SONI

P.A. NO. AAIPS - 4885 - P.



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Babulal Soni

Signature



WITNESS

Shivani

Babulal



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ANNEXURE-A
MAHAKALI CHAWL, TULASKAR WADI, OPP. SAI NAGAR, KANDIVALI (WEST)
LIST OF TENANTS

SR. NO.	ROOM NO.	NAME OF THE TENANTS	AREA SQ.MTR.	RENT P.M.
1	23	NAYNABEN GOPAL SETH	11.90	65/-
2	24	GHANSYAMBHAI GOPALBHAI SOMANI	10.83	55/-
3	1	SHARDABEN KANTILAL OZA	21.16	75/-
4	2	DHARSHI BHAVANJI DEDHIA	17.00	65/-
5	3	GOVARDHANBHAI HIRJI CHAUHAN	19.22	70/-
6	4	AMRISHBHAI GOVINDALAL PHADYA	17.50	65/-
7	5	DEEPAK BHUDHIYABHAI BHAGAT	16.90	65/-
8	6	BHAVNABEN PRAVINBHAI SANGHAVI	20.37	70/-
9	7	SUBHADRABEN SANGHAVI	21.72	55/-
10	8	PADMABEN JAGJIVANBHAI SHAH	21.25	80/-
11	9	HITESH KANUBHAI JOSHI	22.50	55/-
12	10	SHANTILAL RANCHODBHAI KATUDIYA	11.24	65/-
13	10A	HEMCHANDRA MADHUBEN RANPURA	15.78	59/-
14	11	NAREDNRA KANTILAL PATEL	13.82	57/-
15	12	NARAYANBHAI KANUBHAI JOSHI	11.08	60/-
16	13	PURSHOTTAM GOPALBHAI MITALIYA	11.19	69/-
17	14	NARAYANBHAI GOPALBHAI MITALIYA	11.31	69/-
18	15	HARJIVAN THAKARSHI KATUDIYA	11.31	59/-
19	16	SANJAY KANTILAL PATEL	11.31	69/-
20	17	LAXMAN HIMMTALAL SAPRA	11.22	84/-
21	18	MITIN RAJKUMAR SETH	10.23	52/-
22	19	KISHOR DEVANAND DHORVADIA	10.23	75/-
23	20	SHIVSHANKAR RAMAVATAR VARMAN	15.11	55/-
24	21	HASMUKHBHAI RAMJI MITALIYA	09.72	62/-
25	21A	GUNWASTIBEN HASMUKHBHAI MITALIYA	09.72	22/-
26	22	GENOBHAI BIVABHAI KHASIA	10.06	55/-
27	29	TOTAL	380.20	

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N. P. Thacker

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ISSUED TO

CHARGED BY

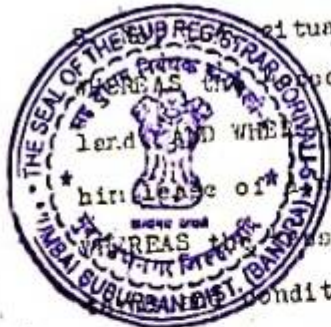
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AGREEMENT FOR LEASE.

THIS AGREEMENT FOR LEASE made this 11 day of January 1963 BETWEEN Shri Raghoo Raval of Kandivli, Bombay, hereinafter called the Lessor of the One Part and Shri Prabhachankar M. Thakker also of Vile Parle, Bombay, hereinafter called the Lessees of the Other Part.

WHEREAS the Lessor is the owner of the land bearing



situate at Mahatma Gandhi Road, Kandivli, AND

WHEREAS the Lessor is fully seized and possessed of the said land AND WHEREAS the Lessee have agreed to lease the said plot of land AND

WHEREAS the Lessor has agreed to the proposal on the following conditions:-

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1. The Lessor doth hereby grant lease for a piece of land admeasuring 115' x 55' out of the Piece of land bearing S. No. 164, Plot of land on the West side beyond Nala in Beta Plot No. A and No. 164, i.e. plot adjacent to Nala, situate at Mahatma Gandhi Road, Kandivli, Bombay, to the Lessee for a consideration of monthly rent of Rs. 15/- (Fifteen) only payable on or before the 10th day of each succeeding month by the Lessee...

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SIGNED.....



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2026 The Lessor.

2) The Lessee do hereby pay to the Lessor the sum of Rs. 500/- (Rupees five hundred) and only as and by way of deposit, without interest and the Lessor doth hereby admit and acknowledge to have received from and of the Lessee the said sum of Rs. 500/- as and by way of deposit.

3) It is agreed by the Lessor that the Lessee have paid rent from 1st November, 1962 though the possession of the land is actually handed over by the Lessor to the Lessee to-day the day of January 1963.

4) The rent shall be payable p.m. according to the British Calendar months.

5) In case the Lessor desires to determine the Lease on the expiry of the period of 30 Years, the Lessor shall have to pay the price of the structures to be calculated at the market rate of the same at that time, or in the alternative shall extend the period of Lease after expiry by mutual consent.

6) The Lessor agrees that the Lessee shall have the free right of passing and repassing on the said land and through the said land of S. No. 164 and also to use water from the well existing in the property and at present.

7) The Lessee shall be at liberty to construct any structure for the purpose of his residence, or business or industries....3

By
HLM

industries, as he may deem fit and proper and let out premises or grant Leave and Licence for the same, or Licensee according to the choice of the Lessee without any interruption or obstruction by the Lessor.

8) It is agreed by the Lessee that they shall pay regularly to the Lessor as provided hereinabove.

9) It is agreed by the Lessor that if and when necessary he shall give signatures and also his heirs, executors, administrators and assigns on the applications, to be made to the Bombay Municipal Corporation, or the Bombay Suburban Dist. Electric Supply Co. or any such other local or public authority for the purpose of construction of a building and for securing necessary amenities of Electricity, Water Supply, Drainage etc.

10) Notwithstanding any thing contained in the preceding paras the Lessee hereby agree

that in case the Lessee desires to transfer the Lease before the expiry of the lease period and/or after the extension period to any person or persons the Lessor without any least objection or hindrance shall give his consent to the Lessee for such transfer and in that connection any deed or documents that may be required the Lessor hereby agrees to execute any such Deed or documents.

In Witness Whereof, the parties hereto have affixed their respective signatures as hereunder on this 5th day of January, 1963.

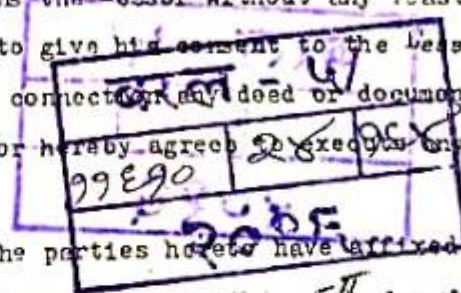
Signed Sealed and Delivered by
the withinnamed Lessor Shri
Ragho Raval in the presence
of

Ragho Raval
5-2-1963

As H.M.

R.R. Raval Advocate Bombay
5-2-63

SIGNED.....





Signed, sealed and Delivered by
the withinnamed Lessee Shri -
PRABHASHANKAR M. THAKER in the
presence of,.....

Amritha Naray

Relivedi Admali
Bombay
5-2-63

Hlm
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In the Court of Small Causes at Bombay

APPLICATION FOR EXECUTION OF DECREE UNDER O XXI R.I.C.P.C.

I Shri Narayan Janardan Naik Decree holder apply for Execution of the decree herein below set forth.

1) No. of the Suit R.A.E & R Suit 2113 of 1988

2) The Names of Parties

Plaintiff. Narayan Janardan Naik & Ors.

Defendant Prabha Shankar Makarji Thakur.

3) Date of Decree 22/11/2000

4) Whether any appeal preferred from decree No.

5) Payment of adjustment made if any No

6) Previous application if any with date & result No

7) Amount with interest due upon the decree of other reliefs granted thereby together with particulars of any cross decree

Rs. 720/-	
वरल - ५/	
११६१०	२६१६४
२०१६	

8) Amount of costs if awarded Rs 96/-

9) Against whom to be Executed Defendant

Mode in which the Assistance of the Court is required The decree is required to be executed through execute court or to through the Blaff of this Honble court and the possession of the suit premises to be handed over to the plaintiff.

I Shri Narayan Janardan Naik
Constituted attorney, of Plf No 2, 3, 4, 5, 6, 7 & 8.

Solemnly affirmed before me Partner of abovenamed. do hereby
Sworn Plaintiffs

this day of 199

Swear

Solemnly affirmed and say that what is stated is true to my own knowledge



१५ - लफा		
१५	३३	१५

खरल - ५/		
११६१०	२७	१६४
२०१६		



D.J. WALAVALKAR

BA., LL.B.

Advocate, High Court

1-Yeshoda Nilwas, Rajawadi, Near R.N. Gandhi School, Vidyavihar, (E) B'bay-400 077 • Tel.: 513 71 95

Ref. No.

Date 19 May 1993

To,

Shri. Prabha Shankar Mekanji Thakar,
Pradhan Chawl, Kewari Rd.
Malad(e), Bombay-400 064.

Under the instruction from and on behalf of my client
shri. Narayan Janardan Naik, residing at Tulaskar Wadi, M. G. Rd.
Kandivli(w), Bombay-67, I have to address you as under. :-

My client state that, the land admeasuring about 120x56
sq. feet, situated at village-Kandivli, M. G. Rd. Kandivli(w), Bombe
-400 067, out of C. T. S. No. 1112, Hissa No.1, and survey No. 164
belong to my client (hereinafter referred to as 'said land') and
the said land was leased to ~~you~~ you under lease agreement Dt.1-1-
1963, admittedly for the period of 30 years i.e. till 31st Dec.1991
Thus the period of 30 years is already over, byd lapse of time the
said agreement terminated/cancelled ~~and~~ not in force, and you -
ceased to be have any right, title, interest and share in the said
land, and that you are liable to hand over the peaceful possession
of the said land to my client. My client has repeatedly requested
you to hand over the possession of the said land, but inspite of
that you failed and neglected to do so. Therefore my client has
instructed me to give you this present legal notice.

Under the circumstances, I hereby call upon you to
hand over the peaceful possession of the said land within two week
from the receipt of this legal notice, filing which my client will
constrain to initiate the appropriate legal proceeding before
proper court of law at your cost and responsibility, further if
you failed to hand over the peaceful possession of the said land
within two week from the receipt of this notice, you are liable
to pay Rs. 500/- (Rs. Five Hundred only) per day towards penalty
for the wrongful occupation of the said land, which kindly be take
notice.

Yours.

(D. J. Walavalkar)
Advocate, High Court.

