PLOT NO. 284, RDP-4, CHARKOP KANDIVALI

ORLGINAL

MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

(WORLD BANK PROJECT)

Plot of area good sq mers. Lease Premium of Rs 8,10000/-

Agreement of Lease for Higher Income Group Society Plot

ORIGINAL WITH MHADA

THIS INDENTURE OF LOW STATE OF ICE OF

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day of June 1987 (One thousand nine hundred and eighty seven) between the Maharashtra Housing and Area Development Authority a Statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act 1976 (Mah. XXVIII of 1977) (hereinafter referred to as "the said Act") having its office at Griha Nirman Bhavan Kala Nagar Bandra (East) Bombay 400 051 the lessor hereinafter referred to as "the Authority" (which expression shall unless the context requires otherwise include its successors and assigns) of the One Part;

AND

Housing Society Limited a society duly registered under the Maharashtra Co-operative Societies Act 1960 (Mah. XXIV of 1961) and bearing registration No.BOM/FEG/HS4/TC/5648 dated 4/7/1991 and having its registered office at Plot No.284, RDP-4 Charkop Kemdival Bombay 400 067 the Lessee hereinafter referred to as "the Society" (which expression shall unless the context requires otherwise include its successors and assigns) of the Other Part;

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WHEREAS the Authority is possessed of or otherwise

Osputy CHE or. (II)
Warte Bank Project.
H. H. & A. D. Authority.
Bombay.

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AND WHEREAS the Authority has by advertisement published in the newspapers invited applications from the Co-operative Housing Societies for allotment of open developed plots in the Authority's land for the purpose of constructing maintaining and locating a building for bonafide residential use and occupation of the members of the Society:

AND WHEREAS the Society has applied on \$3-7-83 for a open developed plot in the said land for the purpose of constructing maintaining and locating a building for bonafide residential use and occupation of the members of the Society;

AND WHEREAS the Society is one of the successful drawees in the drawal of lots from among the Societies applied for allotment of open developed plots in the Authority's land;

Deputy Director, (II)
World Bank Project,
M. H. & A. D. Asthority,
Bomba,

AND WHEREAS the Authority has accepted the said application of the Society for allotment of open developed plot in the Authority's land;

AND WHEREAS in pursuance of acceptance of the said

application the Authority has agreed and decided to give the said land to the Society on lease on payment of premium of Rs. 810,000 (Rupees Fight Lacs

Ten thousand only only)

and Rs. 8,100 (Rupees Fight thousand only)

towards lease rent per annum for a term of ninety years with effect from the 11 th day of June 1992

for the purpose of constructing maintaining and locating a building for bonafide residential use and occupation of Society's members approved by the

Authority as per the list mentioned in the Schedule II

hereto underwritten and not for any other purpose on

the terms and conditions hereinafter contained;

AND WHEREAS the Society has agreed to take the said land on lease for the said term of ninety years for the purpose of constructing maintaining and locating a building for bonafide residential use and occupation of the Society's members as per the said list on the terms and conditions hereinafter contained;

AND WHEREAS it is expedient and necessary to execute this indenture of lease in favour of the Society in pursuance of the above mentioned decision of

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the Authority;

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AND, WHEREAS before the execution of these presents the Society has paid to the Authority a sum of Rs. 8.1000/ (Rupees Eight Lacks

Ten thousand only only only)

towards premium and Rs. 8100/ (Rupees Eight thousand one hundred only)

towards the lease rent for the period of One

years from 11-6-1992 to 10-6-1993 (the receipt of which the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

consideration of aforesaid sum (Rupees E: housand being preimum and Rs. (Rupees E19 hundred being lease rent for the period of ______ years from 11-6-1992 to 10-6 199 paid by the Society to the Authority before execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of the lease rent hereinafter reserved and covenants hereinafter contained the Authority doth hereby demise by way of lease unto the Society the said land bearing Plot No. 4 being a part of the Authority's land and shown on the plan annexed hereto and thereon bounded in red TO HAVE AND TO HOLD the said land for a

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M. H. G. A. D. Aucharlty, Banbay.

term of ninety years commencing from thell +1.
day of June 1992
(hereinafter referred to as "the commencement date")
subject to the terms and conditions hereinafter
mentioned yielding and paying therefor during the
period of first thirty years of the said term commen-
cing on the
and ending on the 10 th day of Tune
200 2022 the yearly rent of Rs. 8100/-
(Rupees Eight thousand one hundred only)
and during the next period of thirty years of the said
term commencing on
200 2022 and ending on the 10 th day
of June -200 1059 the Society shall pay
such higher rent as may then be decided by the
Authority and further that during the remaining last
thirty years of the said term commencing on the 11.7h
day of June 200 2059 the Society
shall pay such higher rent as may be decided by the
Authority at the end of the second period of thirty
years without any deduction to be paid in advance every
year on or before the 5th day from the date on which
the yearly term begins every year at the office of the
Authority or such other places as the Authority may
from time to time specify in this behalf and intimate
to the Society.

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

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Deputy Director, (II),
World Bank Project,
M. H. & A. D. Authority,
Bombay.

(a) to pay as aforesaid the lease rent of Rs. Sicof (Rupees Eight thousand one handled only) in advance every year on or before the fifth day of the commencement of each year for which the said is payable in the manner aforesaid without any deduction or abetment whatsoever;

(b) to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the Society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 16% per annum until the whole of such amount or dues has or have been paid;

(c) to take over the said plot in its existing condition and to incur all expenditure if any for further development of the said plot at its own cost and to peacefully vacate the said plot on the expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the case may be and hand over the possession of the same to the Authority;

(d) to use the said plot only for the purpose of constructing maintaining and locating a building for the purpose of bonafide residential use and occupation of the members of the Society approved by the Authority as per the said list and for purposes necessary and

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incidental thereto and not to use the said plot and the building constructed thereon for any other purpose not specifically permitted by the Authority. The question whether any purpose is necessary and incidental to the main bonafide purpose aforesaid or whether any purpose is not specifically permitted by the Authority shall be referred to the Chief Executive Officer of the Authority and the decision of the Chief Executive Officer on the question shall be final;

and and

(e) to abide by all rules and regulations and bye-laws if any prescribed by the Government or the Municipal Corporation of Greater Bombay or the Authority in so far as they relate to the said plot and in regard to the construction of the houses and maintenance thereof;

(f) to abide by and be bound by the provisions of the said Act as amended from time to time and the rules regulations and bye-laws made under the said Act or under any other law for the time being in force in so far as they relate to the said land;

(g) to construct at its own cost a permanent building suitable for residential use and complete the same within three years from the date of these presents:

Provided that on the application of the Society in that behalf the Authority may at its

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discretion extend the time limit as provided;

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(h) not to begin the work of constructing the building until the plans and specifications for such building shall be approved by the Municipal Corporation of Greater Bombay and not to build or erect except in strict conformity with the plans and specifications so approved;

(i) to bear pay and discharge all the present and future rates taxes cesses assessments duties impositions and outgoings payable to the Municipal Corporation of Greater Bombay or to the Government or any other local authority or statutory body in respect of the said plot and/or structures erected thereon including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the Society and all expenses relating thereto if any and save and keep harmless and indemnified the Authority in respect thereof. The present rates and taxes come to Rs. Nil :

- (j) to permit the Authority amd its authorised representative at all reasonable times to enter on the said plot and structures erected thereon for the purpose of collection of rent or any other dues or for any other lawful purpose;
- (k) not to assign sub-let underlet or otherwise transfer in any other manner whatsoever including

Deputy Director. (II)
World Bink Project.
M. H. & A. D. Authority.
Bombay.

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parting with the possession of the whole or any part of the said plot or its interest thereunder or benefit of this lease to any person or persons or changes the user of the said plot or any part thereof or of the building thereon without the previous written permission of the Authority. In case the Authority decides to grant such request the Authority shall be entitled to increase the premium of lease rent payable to the Authority while granting such permission and the said plot shall be assigned transferred sublet given on rent or possession thereof parted with in accordance with the permission;

(1) to maintain the said land and the building constructed thereon in a good state of repairs and in clean neat and perfect sanitary condition to the satisfaction of the Executive Engineer of the Authority or any other representative appointed for the purpose by the Authority and make good from time to time any defects therein pointed out by the said Engineer or the said representative and observe and comply with all directions given by the Municipal Corporation of Greater Bombay or the said representative and also observe and comply with Municipal rules and regulations and the Regulations made by the Authority if any in that behalf;

(m) to insure at its own cost against fire all the structure erected on the demised premises for full value and to continue the risk covered by the insurance throughout the lease period and to produce on request

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all the policies and receipts to the Executive Engineer/Estate Manager of the Authority or any other representative of the Authority and to apply the insurance monies for repairing and/or reconstructing the structures affected or destroyed;

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

(o) not to make any excavation upon any part of the said plot without the previous consent of the Authority in writing first had and obtained except for the purpose of constructing the temporary structure or of repairing renovating or rebuilding the structure or structures standing on the said land or for utilising the floor space index (F.S.I.) if any;

(p) not to do or suffer anything to be done on the said land which may cause damage nuisance annoyance or inconvenience to or affect the right to air and light of the occupiers of the adjacent premises or the Authority or the neighbourhood.

The Authority hereby covenants with the Society

M. H. & A. D. Astronty.

and observing and complying with the duties and obligations of the Society herein contained the Society shall peacefully hold and enjoy the said plot during the said term without any unlawful interruption by the Authority or any person claiming through or under the Authority.

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

be served or any part thereof or other dues if any to be paid by the Society shall be in arrears for sixty days after becoming payable (whether formally demanded or not) or if the Society fails to observe any of the terms conditions or covenant stipulated herein then and in any of the said events it shall be lawful for the Authority at any time thereafter by giving thirty days notice to terminate the lease forthwith and thereupon re-enter upon and take possession of the said plot of land and all buildings erections fixtures

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Deputy Director, (II)
World Bank Project.
M. H. & A. D. Authority,

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

- 6. The Authority and the Society further agree that on expiry of the lease period on 10-6-2082 the lease may be renewed at the option of the Authority for such period and on such terms and conditions as the Authority may deem fit.
- Any notice intimation or demand required to be given or made by the Authority on the Society under this deed of lease shall be deemed to be duly and properly given or made if given by an Officer duly

authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the Society and delivered or affixed at the said plot of land or at the address of the Society as stated hereinabove and any notice or intimation to be given to the Authority will be sufficiently served if addressed to the Chief Executive Officer of the Authority and delivered at his office.

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8. The Society shall bear and pay all costs charges and expenses and professional charges of and incidental to the correspondence preparation execution and completion of this lease deed in triplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occassioned to the Authority by reasons of any breach of terms conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.

IN WITNESS WHEREOF the signature of Shri

K.V Watve Dy. Director World Bank Project of the

Authority for and on behalf of the Maharashtra Housing

and Area Development Authority has been set hereunder

and the seal of the Authority is also affixed and

attested by the Officer of the Authority and the

signatures of Shri P.P. Tipnia Chairman, Shri

S.R. Bhat Secretary and Shri T.S. Dhage

member of the Managing Committee for and on behalf of

and miss

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the Society and the Seal of the Society have been set and affixed hereto under the authority of the Society given to them to execute these presents for and on behalf of the Society vide Society's General Body Resolution No. One passed in its meeting held on 3-6-91 on the day and year first above written.

SCHEDULE - I

All that piece or parcel of land admeasuring 900.00 sq. metres or thereabout being S.No. and C.T.S. No. situated at Churkop Kandival within the registration sub-district of Bandra Bombay Suburban District and bounded as follows that is to say:-

on or towards the North by : 25m2 PLOTS, CL-544/CL-5 on or towards the South by : 27.45 M Wide D.P. Road RJ

On or towards the East by

On or towards the West by

: Plot No. 282

: Plot No. 286

SCHEDULE - II

(Here type the names of the approved members of the Society)

Signed Sealed and Delivered by shri K.V Weitve Dy. Director, World Bank Project,

... thority,

Area Development Authority

Bombay in the presence of

Shri R. S. Godse

Deputy Legal Adviser (II)

Maharashtra Housing and Area

Development Authority Bombay

The Common Seal of the

Maharashtra Housing and

Area Development Authority

Bombay is affixed hereunto
in the presence of

Shri R.S. Godse

Deputy Legal Adviser (II)

Maharashtra Housing and Area

Development Authority who
has signed in token thereof
in the presence of

Shri K.V. Weetve

Signed Sealed and Delivered by

Shri P. P. Tipnis Chairman

Shri S. R. Bhat Secretary

Shri T. S. Dhage Member

of the Managing Committee of

the said Society who have hereunto affixed their signatures

in the presence of

Shri Dinning

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Dy Director.

World Bank Project

Maharashtra Housing & Area

Development Authority



(R.S. GODSE)

Deputy Legal Adviser (II)
Maharashtra Housing & Area
Development Authority
Bombay.

FOR CHARKOT I WIT CO OF HIS SOC LTD.

Peputy Cardior, (III)

World Bank Project,

M. H. & A. D. Authority,

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who has signed in token thereof as per powers given to them by the Society's General Body Resolution No. One dated 3-8-91

The Common Seal of the Charkop

operative Housing Socity Limited is affixed hereto in the presence of Shri State Mis v D. Blumbic who has signed in token thereof

in the presence of

shri Vinay R. Blue Drobat

of heading

Deputy Director, (II)
World Bank Project.
M. H. & A. D. Authority,
Bombay

(che-Emen)

(secretary)

(Jephy)

MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORIT	Υ
AREA CERTIFICATE	
PLOT NO. 284 ROAD NO RDP	
SECTOR NO V PART III	
SCHEME. CHARKOP KANDIVAL	.1
S.NO. 149 OF KANDIVALI VILLAGE	
GROSS AREA OF PLOT : 900-00 m	
DEDUCTION IF ANY :	
NET AREA OF PLOT: 900.00 m	
THIS CERTIFICATE IS ISSUED ONLY FOR THE TABLE OF ARE OF PLOT REQUIRED FOR OBTAINING BUILDING FERMY B.W.C. AND IS NOT A SUBSTITUTE FOR EXTRACT RICHTS, OR, PROPERTY REGISTER CARD FROM 17 E. TO BE ISSUED BY CONCERNED REVENUE AUTHO ITIES. 25 m ² PLOTS CL - 544 CL 543 30.00 PLOT NO: 284 900.00 Sq. mtrs. 900.00 Sq. mtrs.	
THE PLOT IS A PART OF LAYOUT PLAN OF CHARRED = MANE WAL	v
P. M. WARDS, MUNICIPAL CORPORATION OF GREATER BUMBAY	
NOTE THIS CERTIFICATE HAS BEEN ISSUED AS PER THE SUGGESTION GIVEN BY REVENUE & FOREST D GOVT OF MAHARASHTRA TO BOMBAY MUNICIPAL CORPORATION VIDE THEIR LETTER NO. CTS 1083/4485/ DATED JOIN DELT. 1990	EPTT 1368
PLOT NO. 284 (TWO HUNDRED EIGHTY FOUR)	
AREA IN FIGURES : 900.00 m 2	
AREA IN WORDS : NINE HUNDRED Samtrs	1.
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CI PERMISSIRIE : 1.20 (ONE POINT IWENTY) NORT	H
F.S.I. FERIVIOSIBLE	
DRG NO.AC/ CHAR/233 /88 DATE: 7-10-88 SCALE =	
DRG NO.AC/ CHAR/233 /88 DATE: 7-10-88 SCALE =	

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List of eligible members of "Utkarsha" Co-op. 4Hsg.Society (F' Application No. 8 AGP-I, 542 Code No. 008. or allotment of HIC Plots to Co-op. Nag. Society of Charkop-Kandivali and Gorai-Borivali.

Sr.No.			Name of the Eligible mamber
1.		Shri	Shashidhar Ramchandra Bhatt (Chiel Promotor)
2.		n	Prabhakar Purushottam Tipnis
3.		0	Sudhaka Wondibe Unnadate
4.			Vinay Ramchandra Bhatt
5.	17	3mt.	Vandana Dilip Bnembre
6.		п	Veena Ramchandra Hegde
7.		Miss	Mamta Rupharayan Dharma
8.		Shri	Suresh Timanna Whagwank Bhagwat
9.		"	Prakash Jakharan Parab 23 Deep Awayh'
10.			Krishnan K. Parmeshwaran
11.		Dr.	Narayan G_mesh Bhatt
12.		Shri	Shyam Ramchandra Bnatt
13.		11	Tulsidas Shantaram Dhage
14.		"	Radhakrishnan Ramnathan Kumaran
_			

Deputy Director-II, World Bank Project/Authority.

FOR CHARKOP I ANNI CO-OR HIG SOC LTD., REGN. N. BMC 17/3 17/37 17/37 17/201-92

AUTHORISED SIGNATORY

Dapart Frontor, (II) World Wink Project,

M. H. & A. D. Authority.

Bonibay.

नोंदणीचे प्रमाणपत्र

या प्रमाणपत्राद्वारे प्रमाणित करण्यात वेत आहे की, ***

वारकोष नद्दमी को ऑपरेतिटह होतिंग तोतायटी निमिटेंड, आरडीपी-४/२८४, तेवटर-५, म्युनि "आर"वॉर्ड, वारकोष, कारिवली (पित्रिवम), मुँबई-४०० ०६७ हा तस्या महाराष्ट्र महकारा नस्याच अधिनयम १९६० मधील (मन १९६१ चा महाराष्ट्र अधिनयम क. २४) कलम ९ (१) अन्तरे नीर्णात आलेला आहे.

उपरिनिर्विष्ट अभिनियमांत्र्या कलम १२ (१) अन्त्र्ये व महाराष्ट्र सहकारा संस्थाचे नियम १९६१ मधील नियम क. १० (१) अन्त्र्ये संस्थाचे वर्शीकरण

गृहनिवाण मध्या असून उपवर्गीकरण "भाडेकल सहस्रागीदारी गृहनिर्माणा



सही - (१०० (०५) हेर्ने एक स्वादी]

जा. बॅ. म./प्राधिकरण, मुंबई

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AUTHORISED SIGNATORY

Sepury Director (II)

Wasta Bank Project, M. H. & A. D. Authority, Bombay.

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CHARKOP LAXMI CO-OP. HOUSING SOCIETY LTD.

ADDRESS : R D P - 4 / 284 - SECTOR V - MUNICIPAL 'R' WARD CHARKOP KANDIVILI (WEST). BOMBAY-400 067.

	REGN. NO. B.M.C. (W/R)/H.S.G./T.C./5648/1991-92	Dato
Rof. No.		

EXTRACT OF THE MINUTES OF ANNUAL/SPECIAL GENERAL BODY MEETING OF THE CHARKOP LAXMI CO-OP HOUSING SOCIETY LTD. CHARROP KANDIVILI(WEST), BOMBAY 400 067 HELD ON 3.8.91.

Item No.1

The draft agreement of lease as received from Director/ World Bank Project, Maharashtra Housing and Area Develogment Authority were placed before the General Body Meeting of the Society and resolved unanimously as

under 2 RESOLVED THAT THE TERMS AND CONDITIONS OF THE AGREEMENT OF LEASE AS RECEIVED FROM THE DIRECTOR/W.B.PROJECT/M.H.& A.D. AUTHORITY HAVE BEEN ACCEPTED BY THE GENERAL BODY MEET,ING OF THE SOCIETY AND FURTHER RESOLVED THAT SHRI P.P. TIPNIS CHAIRMAN, SHRI S. R. BHAT SECRETARY AND SHRI T. S. DHAGE MEMBER OF THE MANAGING COMMITTEE HAVE BEEN AUTHORISED TO EXECUTE THE ABOVE DOCUMENT ON BEHALF OF THE SOCIETY AND TO TAKE OVER POSSESSION OF THE PLOT NO. RDP-/284 SECTOR-V AT CHARKOP FROM M.H.& A.D. AUTHORITY.

CERTIFIED TRUECCOPY

SECRETARY

I would find by me

R. RAMANATHAN

DVOCATE ILL III . CURT

On The Basis of Evidence Original Instrument Produced Balgra Ms. This Is Certified

TRUE COPY Kesas

K. S. DESAI 22 Notary, Gr. Bombay

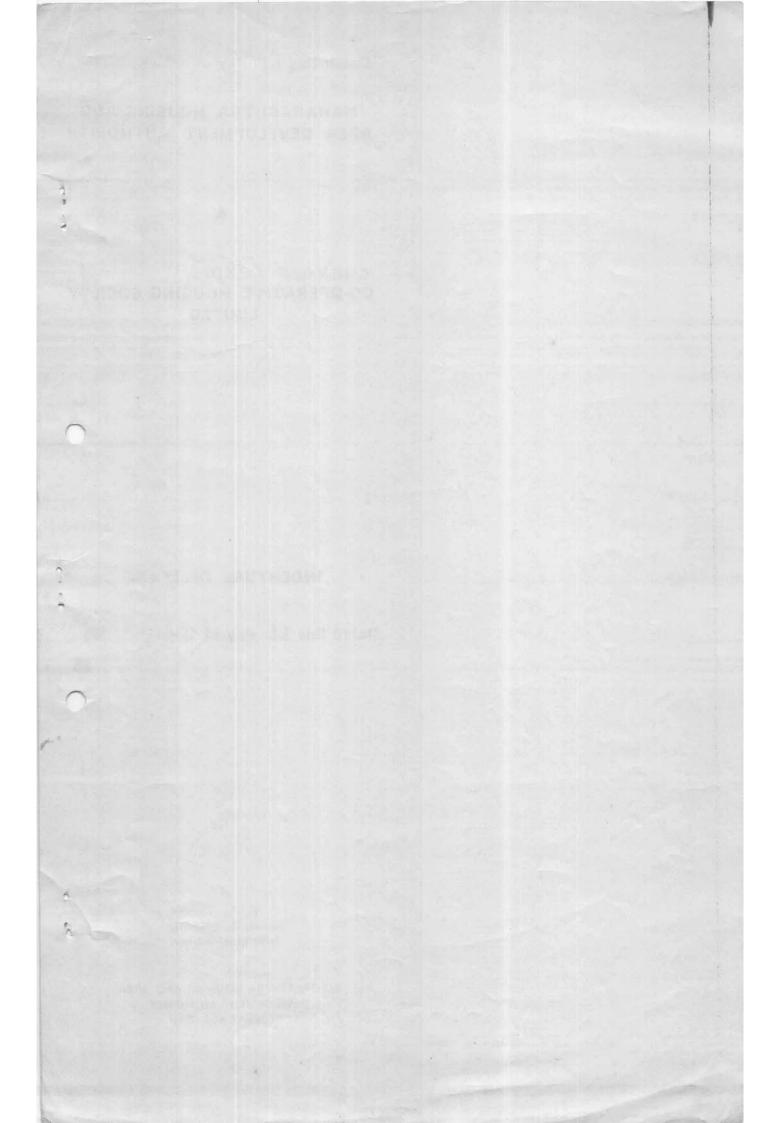
1/38. Tardeo A'c. Market Bidg. Tardno, Bombay-400 034

COP 1110 SOC LTD. REGN. No Bid 2 (N. 3) Times. F C15645/1991 -91 FOR CHARKO? I NYMI

AUTHORISED SIGNATORY

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Westo Bank Project, M. H. & A. D. Authority Bombay.



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MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

&

CHARKOP LAXMI
CO-OPERATIVE HOUSING SOCIETY
LIMITED

INDENTURE OF LEASE

Dated this IL day of June

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R.S. Coolse. Shri G. D. KATKAR, Joint Legal Adviser

MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY BOMBAY-400 051.