



पावती

Original/Duplicate

Friday, December 22, 2017

नोंदणी क्र. :39म

1:50 PM

Regn.:39M

पावती क्र.: 8067 दिनांक: 22/12/2017

गावाचे नाव: दादर-नायगाव

दस्तऐवजाचा अनुक्रमांक: बबई-1-5955-2017

दस्तऐवजाचा प्रकार : अभिहस्तांतरणपत्र

सादर करणाऱ्याचे नाव: मेसर्स स्पेस इन्फ्रा तर्फे भागीदार निलेश एस. पारेख

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 4720.00

पृष्ठांची संख्या: 236

R/Adm

एकूण:

रु. 34720.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
1:53 PM ह्या वेळेस मिळेल.

दुय्यम निबंधक, मुंबई-1

बाजार मूल्य: रु.41482500/-

मोबदला रु.38500000/-

भरलेले मुद्रांक शुल्क : रु. 2074125/-

सह दुय्यम निबंधक, मुंबई शहर क्र. 1

1) देयकाचा प्रकार: eChallan रकम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH008294202201718M दिनांक: 22/12/2017

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु 4720/-





गावाचे नाव : 1) दादर-नायगाव

(1)विलेखाचा प्रकार	अभिहस्तांतरणपत्र
(2)मोबदला	38500000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	41482500
(4) भू-मापन,पोटहिस्सा व घरक्रमांक असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन : इतर माहिती: जमीन व त्यावरील बांधकाम,जवेर,निवास,प्लॉट क्र.143,सेंट पॉल स्ट्रीट,नायगाव,दादर(पुर्व),मुंबई-400014.दस्त अभिनिर्णीत क्र.एडीजे/एम/993/2017,सर्टीफिकेशन क्र.796/2017,दिनांक 21/12/2017.( ( C.T.S. Number : 804 ; ) )
(5) क्षेत्रफळ	1) 393.82 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-जयंतीलाल नटवरलाल भगवती,सुरेश नटवरलाल भगवती,सुभाष नटवरलाल भगवती,जैदा सतीश भगवती,भुपेंद्र नवनीतलाल माटलावाला,मुकेश नवनीतलाल माटलावाला व भाद्रेश नवनीतलाल माटलावाला हया सर्वातर्फे मुखत्यार व स्वतःकरिता नरेंद्र नटवरलाल भगवती वय:-64; पत्ता:-प्लॉट नं: सदनिका क्र.5, माळा नं: 2 रा मजला, इमारतीचे नाव: प्लॉट क्र.143,जवेर निवास, ब्लॉक नं: हिंदमाता,दादर(पुर्व),मुंबई, रोड नं: सेंट पॉल स्ट्रीट, महाराष्ट्र, मुम्बई. पिन कोड:-400014 पॅन नं:-AETPB5380H 2): नाव:-नेहा कर्दम त्रिवेदी उर्फ नेहा सतीश भगवती यांच्यातर्फे मुखत्यार व स्वतःकरिता आशा सतीश भगवती वय:-61; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: जवेर ए-1,गणेशनगर सोसायटी, ब्लॉक नं: बारडोली,सुरत,गुजरात, रोड नं: एल.बी.एस.रोड, गुजरात, सूरत. पिन कोड:-394601 पॅन नं:-AAUPB6457E 3): नाव:-जगदीशचंद्र रमणलाल भगवती,प्रफुल रमणलाल भगवती,हेमंत रमणलाल भगवती,छाया रमणलाल भगवती हया सर्वातर्फे मुखत्यार व स्वतःकरिता कंचनलाल रमणलाल भगवती वय:-70; पत्ता:-प्लॉट नं: ., माळा नं: ., इमारतीचे नाव: 45,नदावन सोसायटी,मंगलदीप अपार्टमेंटसमोर, ब्लॉक नं: सुरत,गुजरात, रोड नं: पालनपुर जकातनाका, गुजरात, सूरत. पिन कोड:-395009 पॅन नं:-ABIPB6128P
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-नेसर्स स्पेस इन्फ्रा तर्फे भागीदार हर्षद जे. सोनी वय:-55; पत्ता:-प्लॉट नं: ऑफिस क्र.ए-12/3, माळा नं: ., इमारतीचे नाव: विष्णु स्मृती को-ऑप.हौ.सो.लि., ब्लॉक नं: मालाड(पश्चिम),मुंबई, रोड नं: भाद्रण नगर,रोड क्र.1, महाराष्ट्र, मुम्बई. पिन कोड:-400064 पॅन नं:-ACSFS3291D 2): नाव:-नेसर्स स्पेस इन्फ्रा तर्फे भागीदार निलेश एस. पारेख वय:-49; पत्ता:-प्लॉट नं: ऑफिस क्र.ए-12/3, माळा नं: ., इमारतीचे नाव: विष्णु स्मृती को-ऑप.हौ.सो.लि., ब्लॉक नं: मालाड(पश्चिम),मुंबई, रोड नं: भाद्रण नगर,रोड क्र.1, महाराष्ट्र, MUMBAI. पिन कोड:-400064 पॅन नं:-ACSFS3291D
(9) दस्तऐवज करून दिल्याचा दिनांक	22/12/2017
(10)दस्त नोंदणी केल्याचा दिनांक	26/12/2017
(11)अनुक्रमांक,खंड व पृष्ठ	5955/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	2074125
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



संपणके खरी प्रत,  
सह दुय्यम निबंधक  
मुंबई शहर क्र. १.





CHALLAN  
MTR Form Number-6

GRN	MH008294202201718M	BARCODE			Date	15/12/2017-11:32:21		Form ID		
Department Inspector General Of Registration					Payer Details					
Registration Fee					TAX ID (If Any)					
Type of Payment Ordinary Collections IGR					PAN No.(If Applicable)					
Office Name BOM1_MUMBAI CITY 1 SUB REGISTRAR					Full Name		MS SPACE INFRA			
Location MUMBAI					Flat/Block No.		C S NO 804			
Year 2017-2018 One Time					Premises/Building					
Account Head Details					Amount In Rs.					
0030063301 Amount of Tax					30000.00		Road/Street			
							DADAR NAIGAUM DIV			
							Area/Locality			
							MUMBAI			
							Town/City/District			
							PIN			
							4 0 0 0 1 4			
					Remarks (If Any)					
					SecondPartyName-JAYANARAYAN WARLAL BURGWANTI AND					
					OTHERS-					
					Amount In Thirty Thousand Rupees Only					
Total					30,000.00		Words			
Payment Details					FOR USE IN RECEIVING BANK					
BANK OF MAHARASHTRA										
Cheque-DD Details					Bank CIN		Ref. No.		02300042017121507165 173499948156	
Cheque/DD No.					Bank Date		RBI Date		15/12/2017-12:13:03 16/12/2017	
Name of Bank					Bank-Branch		BANK OF MAHARASHTRA			
Name of Branch					Scroll No. , Date		71216 , 16/12/2017			

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available  
सदर चलन केवल दृश्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तांसाठी लागू आहे. नोंदणी न करावयाच्या दस्तांसाठी सदर चलन लागू नाही.

Validity unknown

Digitally signed by DS  
VIRTUAL TREASURY  
MUMBAI 01  
Date: 2017.12.22  
13:40:53 IST  
Reason: Secure  
Document  
Location: India

Challan Defaced Date: 2017-12-22

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-318-5955	0004750048201718	22/12/2017-13:40:49	IGR182
Total Defacement Amount				30,000.00



बबई - १	
ये. ये.	२ / २३६
२०१७	





**CHALLAN**  
**MTR Form Number-6**

GRN MH008294202201718M		BARCODE 		Date 15/12/2017-11:32:21	Form ID
Department Inspector General Of Registration			Payer Details		
Registration Fee			TAX ID (If Any)		
Type of Payment Ordinary Collections IGR			PAN No.(If Applicable)		
Office Name BOM1_MUMBAI CITY 1 SUB REGISTRAR			Full Name		MS SPACE INFRA
Location MUMBAI			Flat/Block No.		C S NO 804
Year 2017-2018 One Time			Premises/Building		
Account Head Details		Amount In Rs.	Road/Street		DADAR NAIGAUM DIV
0030063301 Amount of Tax		30000.00	Area/Locality		MUMBAI
			Town/City/District		
			PIN		4 0 0 0 1 4
			Remarks (If Any)		
			SecondPartyName=JAYANTILAL MATWARLAL BHAGWANTI AND		
			OTHERS-		
					
Total		30000.00	Amount In Words		Thirty Thousand Rupees Only
Payment Details BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK		
Cheque-DD Details			Bank CIN	Ref. No.	02300042017121507165 002703118
Cheque/DD No.			Bank Date	RBI Date	15/12/2017-12:13:03 Not Verified with RBI
Name of Bank			Bank-Branch BANK OF MAHARASHTRA		
Name of Branch			Scroll No. , Date Not Verified with Scroll		

**NOTE:-** This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. Mobile No. : Not Available  
सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

21/12/17 दि. 11:32 AM

*R.N.S. Rachen*

*Phogwals*

*Harshagat*

*Harshagat*





बब - १		
पेज १	४	234
२०१७		



मुद्रांक जिल्हाधिकारी, मुंबई, यांचे कार्यालय

३१०/३११, तिसरा मजला, जुने जकात घर,

फोर्ट, मुंबई - ४०० ००१.

प्रकरण क्रमांक/ADJ/M/993/2017

दिनांक -

(मुंबई मुद्रांक अधिनियम १९५८ च्या कलम ३१ खालील कार्यवाही)

15 DEC 2017

6395

उपरोक्त अभिनिर्णय प्रकरण क्रमांक/ADJ/M/993/2017 अन्वये पक्षकार M/S. SPACE INFRA दिनांक २३/११/२०१७ रोजी DEED OF ASSIGNMENT चा दस्त अभिनिर्णयाकरीता सादर केलेला आहे. सदर दस्ताचा तपशिल खालील प्रमाणे आहे.

संलेखाचा निष्पादन दिनांक

संलेखाचा प्रकार

संलेख लिहून देणारे

संलेख लिहून घेणारे

संलेखातील मिळकतीचे वर्णन

क्षेत्रफळ

मोबदला

- DEED OF ASSIGNMENT

- JAYANTILAL NATWARLAL BHAGWATI & OTHERS

- M/S. SPACE INFRA

- C.S.NO.804 OF DADAR NAIGAUM DIV

- 393.82 sq mtrs

- 38500000/-

उपरोल्लिखित संलेखातील मालमत्तेचे सन २०१७ करिताच्या बाजारमूल्य मुंबई प्रदेश (मालमत्तेचे वास्तव बाजारमूल्य निर्धारण करणं) नियम १९९५ मधील तरतुदी, तसेच मुंबई महानगरपालीका क्षेत्रासाठी प्रचलित असलेली विकास नियंत्रक नियमावली आणि बाजारमूल्य दर तक्रातील मार्गदर्शक सुचना व त्यामधील दर व दस्तासोबत सादर केलेली कागदपत्रे विचारात घेवून मुंबई मुद्रांक अधिनियम १९५८ मधील तरतुदीनुसार खालीलप्रमाणे मुद्रांक शुल्क व दंड देव आहे.

बाजारमूल्य	अनुच्छेद	देय मु.शु.	भरणा केलेले मु.शु.	कमी भरलेले मु. शु.	दंड
रु 41482500	25(b) r/w 60	रु 2074125/-	रु 0	रु 2074125/-	रु 0/-

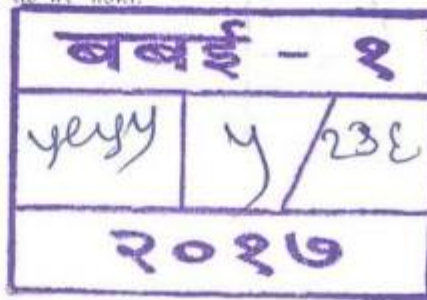
उपरोक्त सर्व वस्तुस्थिती व दस्तामधील नमुद माहितीच्या आधारे खालील प्रमाणे अंतरिम आदेश पारीत करीत आहे.

अंतरिम आदेश

- अभिनिर्णयाकरीता सादर केलेल्या संलेखास मुंबई मुद्रांक अधिनियम १९५८ च्या अनुसूची १ मधील अनुच्छेद 25(b) r/w 60 नुसार उर्वरीत मुद्रांक शुल्क रु. 2074125/- लेखाशिर्ष (GRAS Code - 00300508) देय आहे.
- सदरील मुद्रांक शुल्क आपणास मान्य असल्यास हा अंतरिम आदेश प्राप्त झाल्यापासून ३०/६० दिवसांच्या आत दस्तावर कमी भरलेले मुद्रांक शुल्क व दंडाचा भरणा GRAS या प्रणालीव्दारे <https://gras.mahakosh.gov.in/echallan> या वेबसाईटवरून Collector of Stamps, Mumbai या नावाने मुद्रांक शुल्क रु. 2074125/- (GRAS Code - 00300508) या स्वात्मध्ये ऑन-लाईन करावा व सदर रक्कम ऑन- लाईन भरल्यानंतर चलनाची प्रत या कार्यालयात आपले पत्रासह सादर करावी.
- उपरोक्त मागणी नोंदीशीबाबत आपले काही म्हणणे/आक्षेप असेल तर नैसर्गिक न्यायाची संधी म्हणून आपण व्यक्तीशः/ प्राधिकृतमाफत दिनांक १६/१२/२०१७ रोजी सकाळी ११.३० वाजता हजर राहून कृपया आपले म्हणणे मांडावे. विहीत दिवशी जर आपण हजर राहिला नाही तर नैसर्गिक न्यायाची आपली एक संधी म्हणून आपण तद्नंतर लगतच्या ३ दिवसांमध्ये कार्यालयीन कामकाजाचे वेळी आपले म्हणणे/व्यक्तीवाद या कार्यालयास सादर करावा. तसे न केल्यास या नोंदीशीबाबत आपले काहीही म्हणणे नाही असे गृहीत धरून दिलेला अंतरिम आदेश हा अंतिम समजण्यात येईल तसेच या आदेशातील बाजारमूल्य व मुद्रांक शुल्क निश्चिती महाराष्ट्र मुद्रांक अधिनियम १९५८ चे कलम ५३-अ मधील तरतुदींना अधीन राहून निर्गमित करण्यात येत आहे. याची कृपया नोंद घ्यावी.
- मा.नो.म.नि. व मु. नि. पुणे यांचे पत्र दि. १७/०६/२०१६ चे पत्रामधील सुचनांप्रमाणे अभिनिर्णयासाठी दाखले दस्ताच्या नोंदीच्या कालमर्यादेची जबाबदारी या विभागाची नसून ती अर्जदाराची राहिल. त्या अनुषंगाने अर्जदाराने प्रकरणांशी संबंधित योग्य अशी सर्व कागदपत्रे प्रकरणासह सादर करावीत.
- दस्ताची नोंदणी प्रक्रीया ही भारतीय नोंदणी अधिनियम १९०८ व मा.नो.व मु.नि.पुणे यांचे परिपत्रक क्र.का-४/प्र.क.६१७/२०११/३००८ दि. २२/१२/२०११ नुसार होईल हे स्पष्ट करण्यात येत आहे.
- प्रस्तुत प्रकरणात पक्षकाराचे मुद्रांक शुल्क व दंड तसेच नोंदणी करताना नोंदणी फी जरी शासनाकडे जमा केली तरी प्रस्तुत प्रकरणांतोल कोणताही व्यवहार होऊ नये. कोणताही कायदेशीर होणार नाही. हयाबाबतची सर्व जबाबदारी संबंधित पक्षकाराची राहिल त्यास महाराष्ट्र शासन अथवा मुद्रांक जिल्हाधिकारी यांच्या जबाबदार राहणार नाहीत.

प्रति- श्री. M/S. SPACE INFRA

प्रत- सह दुय्यम



मुद्रांक जिल्हाधिकारी, मुंबई



बबई - १	
जे.य.य.	६/२३६
२०१७	





CHALLAN  
MTR Form Number-6

ADJ/M/ 993 12017  
Page/ 149 1 2

GRN	MH008293836201718M	BARCODE			Date	15/12/2017-11:27:57	Form ID	
Department			Inspector General Of Registration					
Type of Payment			Payment of Stamp Duty in Adjudication case Stamp Duty in Adjudication Case					
Office Name			CSM_COLLECTOR OF STAMPS MUMBAI		Full Name		MS SPACE INFRA	
Location			MUMBAI		Flat/Block No.			
Year			2017-2018 One Time		Premises/Building			
Account Head Details			Amount In Rs.		Road/Street			
9030050801 Stamp Duty			2074125.00		Area/Locality			
					Town/City/District			
					PIN			
			Remarks (If Any)					
			SecondPartyName=JAYANTILAL NATWARLAL BHAGWANTI AND					
			OTHERS-AdjudicationCaseNo.=ADJ/M/993/2017					
2074125.00								
Total			20,74,125.00		Amount In		Twenty Lakh Seventy Four Thousand One Hundred Twen	
					Words		ty Five Rupees Only	
Payment Details			BANK OF MAHARASHTRA					
Cheque/DD Details			FOR USE IN RECEIVING BANK					
Cheque/DD No.			Bank CIN	Ref. No.	02300042017121507154	002675846		
Name of Bank			Bank Date	RBI Date	15/12/2017-12:11:06	Not Verified with RBI		
Name of Branch			Bank-Branch		BANK OF MAHARASHTRA			
			Scroll No., Date		Not Verified with Scroll			
<p>NOTE: This challan is valid only for the purpose mentioned in Type of Payment only. Not valid for other reasons or unregistered document.</p> <p>महाराष्ट्र स्टॅम्प एक्ट १९५८ च्या अन्वये ही चालान फक्त नोंदवलेल्या प्रकारच्या दस्तऐवजासाठीच वैध आहे.</p>								
<p>Challan Defaced Amount</p>								
Sr. No.	Remarks	Defacement No.	Defacement Date	User ID	Defacement Amount			
1		0004597368201718	15/12/2017-14:30:37	IBR23	2074125.00			
Total Defacement Amount					20,74,125.00			



Challan Defaced by me

Page 1/1

Print Date 15-12-2017 02:30:37

Handwritten signature: K.V. Dair...



बबई - १	
येय	५/२३६
२०१७	





बुजिनि बाधकदून प्राप्त झालेला एसएमएस व डि.  
वैजीव्या पत्रासोबत प्राप्त झालेल्या दस्तारी खातरजमा कब  
अस्ली असून ते बरोबर असल्याचे आढळून आले आहे

18  
मि. १८

सली  
सह दुय्यम निरोधक  
मुळ संख्या क्र. १

भावक ह. १३/११

दि. २२/१२/१७

क.	१
११/११	१/२३६
२०१७	

THIS DEED OF ASSIGNMENT made at Mumbai this 22<sup>nd</sup> day of December 2017;

BETWEEN

1(a) **Jayantilal Natwarlal Bhagwati**, aged about 70 years, of Mumbai, Indian inhabitant having address at Room No.3, 1<sup>st</sup> Floor, Javer Niwas, Plot No.143, St. Paul Street, Hindmata, Dadar (East), Mumbai- 400014, through his Power of Attorney holder **Narendra Natwarlal Bhagwati**, hereinafter referred to as the **Assignor No.1** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the First Part;

1(b) **Suresh Natwarlal Bhagwati**, aged about 67 years, of Mumbai, Indian inhabitant having address at Flat No 202, Anamika Avenue, Mahavir Nagar, Kandivali (West), Mumbai 400067, through his Power of Attorney holder **Narendra Natwarlal Bhagwati**, hereinafter referred to as the **Assignor No.2** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Second Part;

1(c) **Narendra Natwarlal Bhagwati**, aged about 64 years, of Mumbai, Indian inhabitant having address at Room No.5, 2<sup>nd</sup> Floor, Javer Niwas, Plot No.143, St. Paul Street, Hindmata, Dadar (East), Mumbai- 400014, hereinafter referred to as the **Assignor No. 3** (which expression shall unless

Natwarlal  
Bhagwati

21/11. 21/11/2017

21/11. 21/11/2017

21/11. 21/11/2017



it be repugnant to the context or meaning thereof be deemed to mean and

Tot. Page: 149

include his heirs, executors and administrators) of the Third Part;

M.V. 41482500/

Area - 393.82 sqm

1(d) Subhash Natwarlal Bhagwati aged about 62 years, of Mumbai, Indian

MH008293836201218M dt. 15/12/2012

inhabitant having address at Room No.8, 3<sup>rd</sup> Floor, Javer Niwas, Plot

Stamp Act, 1958.

No.142, St. Paul Street, Hindmata, Dadar (E), Mumbai- 400 014, through his

Collector of Stamps

Power of Attorney holder Narendra Natwarlal Bhagwati, hereinafter

Case No. Adj.

referred to as the Assignor No. 4 (which expression shall unless it be

Received from Mr. Space Inter

repugnant to the context or meaning thereof be deemed to mean and include

stamp duty of Rs. (2034125/- Twenty lakh twenty four thousand one hundred

his heirs, executors and administrators) of the Fourth Part;

vide challan No. .... Dated.....

Certified under Section 32(1) (b) of the

Bombay Stamp Act, 1958 that the full duty

of Rs. 2034125/- Twenty lakh twenty four thousand one hundred twenty

with which this instrument is chargeable has

been paid vide article 25 of the

of schedule

Assignor No. 5 (which expression shall unless it be repugnant to the context

This certificate is subject to the provisions

of section 53-A of Bombay Stamp Act, 1958

Place Mumbai

Date 21.12.12

administrators) of the Fifth Part;

1(e)(ii) Mrs. Nenababen Kardam Trivedi (nee Neha Satish Bhagwati) aged

about 35 years, married daughter of Satish Natwarlal Bhagwati, Indian

inhabitant having address at 4/81 Harvey Street, Nails Worth - 5083, South

Australia, Adelaide, Australia, through her Power of Attorney holder Smt.

Asha Satish Bhagwati, hereinafter referred to as the Assignor No. 6 (which

expression shall unless it be repugnant to the context or meaning thereof be

deemed to mean and include her heirs, executors and administrators) of the

Sixth Part;

1(e)(iii) Ms. Jaida Satish Bhagwati aged about 26 years, daughter of Satish

Natwarlal Bhagwati, Indian inhabitant having address at A-1, Ganeshnagar

Society, L.B.S. Road, Bardoli, Surat, Gujarat, through her Power of Attorney

holder Narendra Natwarlal Bhagwati, hereinafter referred to as the

Assignor No.7 (which expression shall unless it be repugnant to the context

or meaning thereof be deemed to mean and include her heirs, executors and

administrators) of the Seventh Part;



Natwarlal Bhagwati

even in mind



1(f)(i) **Bhupendra Navnitlal Matlawala S/o. late Smt. Nirmalaben Navnitlal Matlawala (nee Nirmalaben Natwarlal Bhagwati)** aged about 58 years, of Mumbai, Indian inhabitant having address at Room No 26, 2<sup>nd</sup> floor, 1<sup>st</sup> Bhattwadi, Girgaon Church, Girgaon, Mumbai 400004, through his Power of Attorney holder **Narendra Natwarlal Bhagwati**, hereinafter referred to as the **Assignor No. 8** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Eighth Part;

1(f)(ii) **Mukeshkumar Navnitlal Matlawala S/o. late Smt. Nirmalaben Navnitlal Matlawala (nee Nirmalaben Natwarlal Bhagwati)** aged about 56 years, of, Indian inhabitant having address at I-40, Orovil Co. op. Housing Society, near Uma Bhavan, Bhatar Road, Surat City, Surat 395017, Gujarat, through his Power of Attorney holder **Narendra Natwarlal Bhagwati**, hereinafter referred to as the **Assignor No. 9** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Ninth Part;

1(f)(iii) **Bhadresh Navnitlal Matlawala S/o. late Smt. Nirmalaben Navnitlal Matlawala (nee Nirmalaben Natwarlal Bhagwati)** aged about 54 years, of Mumbai, Indian inhabitant having address at Room No 8/170, Kailash Kunj, N.M. Parekh Marg, Wadala, Mumbai 400031, through his Power of Attorney holder **Narendra Natwarlal Bhagwati**, hereinafter referred to as the **Assignor No. 10** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Tenth Part;

2(a) **Jagdishchandra Ramanlal Bhagwati**, aged about 54 years residing at C-504, Shreepad Residency, near Canal Corner new pal Road, Surat City, Surat - 395009 Gujarat, through his Power of Attorney holder **Kanchanlal Ramanlal Bhagwati**, hereinafter referred to as the **Assignor No.11** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the Eleventh Part;

*[Handwritten signatures and notes]*



2(b) **Kanchanlal Ramanlal Bhagwati**, aged about 70 years residing at 45, Nadavan Society, Opp Mangaldip Apartment, Palanpur Jakatnaka, Surat City, Surat - 395009, Gujarat, hereinafter referred to as the **Assignor No.12** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Twelfth Part;

2(c) **Praful Ramanlal Bhagwati**, aged about 64 years residing at C-504, Shreepad Residency, near Canal Corner New Pal Road, Surat City, Surat - 395009 Gujarat, through his Power of Attorney holder **Kanchanlal Ramanlal Bhagwati**, hereinafter referred to as the **Assignor No.13** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Thirteenth Part;

2(d) **Hemant Ramanlal Bhagwati**, aged about 57 years residing at D-501, Shreepad Residency, near Canal Corner new pal Road, Surat City, Surat - 395009 Gujarat, through his Power of Attorney holder **Kanchanlal Ramanlal Bhagwati**, hereinafter referred to as the **Assignor No.14** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors and administrators) of the Fourteenth Part;

2(e) **Ms. Chhaya Ramanlal Bhagwati** aged about 68 years residing at C-504, Shreepad Residency, near Canal Corner new pal Road, Surat City, Surat - 395009 Gujarat, through her Power of Attorney holder **Kanchanlal Ramanlal Bhagwati**, hereinafter referred to as the **Assignor No.15** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors and administrators) of the Fifteenth Part;

Parties of the First Part to the Tenth Part are the legal heirs of late Natwarlal Ratilal Bhagwati and Parties of the Eleventh Part to the Fifteenth Part are the legal heirs of late Ramanlal Ratilal Bhagwati and are hereinafter collectively referred to as the 'Assignors', of the One Part.

*M. Chhaya*

*R. Bhagwati*

*JP*

*[Signature]*  
AND

*21.11.2017*



M/S. SPACE INFRA a Partnership Firm and having its registered Office at A-12/3, Vishnu Smruti CHSL, Bhadran Nagar, Road No.1, near N.L. High School, Malad (West), Mumbai 400 064, hereinafter referred to as the 'Assignee' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the partner or partners for the time being of the Firm and the last surviving partner and his/their respective heirs, executors, administrators and assigns), of the Other Part;

**WHEREAS:**

- A. By an under an Indenture dated 18<sup>th</sup> September 1950 (the Original Indenture of Lease), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Bhailal Khushalas Patel, Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part, Zaverlal Ratilal and Natwarlal Ratilal, (therein referred to as the Confirming Parties of the Third Part) and the said Zaverlal Ratilal, Natwarlal Ratilal, Venilal Ratilal and Ramnarlal Ratilal (therein referred to as the Lessee and hereinafter referred to as the Original Lessees) of the Fourth Part, (registered under No.BOM/4907/1950 of Book No.1), the Corporation doth thereby demised and the Commissioner doth thereby confirmed and the said Confirming Parties did thereby confirmed unto the said Original Lessees, all that piece of land containing an area of 471 sq. yards or thereabouts, situate on and being Plot No.143 of the Naigaum Estate of the Corporation, delineated on the plan thereto annexed being thereon colored Pink, Blue and Green and surrounded by a red boundary line, together with the building thereon and consisting of partly of and ground floor and two upper floors and partly of a ground floor and three upper floors, to hold unto the Original Lasses in equal shares from the date thereof, for the term of 987 years 2 months and 14 days, for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Original Indenture of Lease;
- B. The said demised premises (comprising of the said land and the said building known as Zaver Niwas) is more particularly described in the **Schedule** hereunder written and is shown delineated by red color boundary line on the



*[Handwritten signatures and initials]*

*[Signature]* *[Signature]* *[Signature]*

*[Signature]* *[Signature]* *[Signature]*



Plan thereof hereto annexed as **Annexure '1'** (hereinafter referred to as the said '**Property**').

C. The said building Zaver Niwas is fully tenanted. There are total 10 (Ten) tenements, out of which 2 are commercial shops, 2 are Garages and 6 are residential tenements. Details of the Tenants/Occupants, areas in occupation of the Tenants, rent paid by them etc. are set out in the list hereto annexed as **Annexure 2**;

D. By and under an Indenture dated 13<sup>th</sup> April 1960 (the Indenture of First License), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Vishino L. Girwani, the Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part; and the said the Original Lessees (therein referred to as the Licensees) of the Third Part, (registered under Sr. No.BOM/5244/1960 of Book No.1), the Corporation doth thereby granted license and permission to use a portion of the ground floor of the Building on the demised Land to be used as dispensary for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Indenture of First License;

E. On or about 23<sup>rd</sup> April 1960, the First Original Lessee, namely the said Zaverlal Ratilal Bhagwati died intestate leaving behind him, his wife Smt. Moghiben Zaverlal Ratilal as his only legal heir and successor in title as per the Hindu Law by which the deceased was governed and accordingly her name was mutated in the revenue records of the said Property. A copy of the

Death Certificate of the said Zaverlal Ratilal is hereto annexed and marked

as **Annexure 3**.

F. On or about 12<sup>th</sup> November 1963, the Second Original Lessee namely the said Venilal Ratilal Bhagwati died intestate as a bachelor leaving behind him as his only heirs and legal representatives the said Natwarlal Ratilal, Ramanlal Ratilal and Smt Moghiben Zaverlal Ratilal and accordingly their names were mutated in the Property Card of the said Property. A copy of the Death Certificate of the said Venilal Ratilal is hereto annexed and marked as

**Annexure 4**;

*Moghiben Zaverlal Ratilal*

*Zaverlal Bhagwati*

*JP*

21.11.2011 21.11.2011

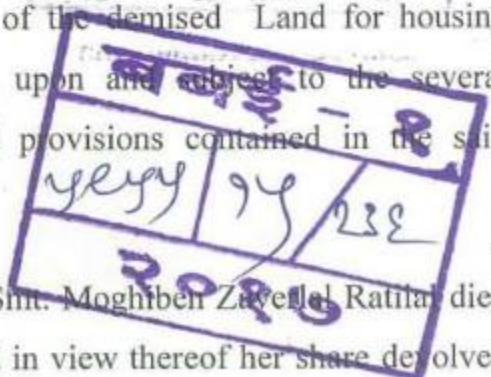


G. Thus by the virtue of the aforesaid events, the said Smt. Moghiben Zaverlal, the said Natwarlal Ratilal and the said Ramanlal Ratilal became entitled to the said Property as the Lessees thereof, each having an equal undivided 1/3<sup>rd</sup> share therein;

H. By and under an Indenture dated 15<sup>th</sup> January 1975 (the Indenture of Second License), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Madhukar Wamanrao Desai, the Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part; and the said Moghiben W/o. Lal Ratilal, the said Ramanlal Ratilal and the said Natwarlal Ratilal (therein referred to as the Licensees) of the Third Part, (registered under Sr. No.BOM/685/1975 of Book No.1), the Corporation doth thereby granted license and permission to use a Room admeasuring 172 sq. ft. on the second floor of the Building on the demised Land to be used as a tailoring shop for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Indenture of Second License;

I. By and under an Indenture dated 16<sup>th</sup> June 1975 (the Indenture of Third License), made between the Municipal Corporation of Greater Bombay (therein referred to as the Corporation) of the First Part, Madhukar Wamanrao Desai, the Municipal Commissioner for Greater Bombay (therein referred to as the Commissioner) of the Second Part; and the said Moghiben W/o. Zaverlal Ratilal, the said Ramanlal Ratilal and the said Natwarlal Ratilal (therein referred to as the Licensees) of the Third Part, (registered under Sr. No.BOM/1825/1975 of Book No.1), the Corporation doth thereby granted license and permission unto the Licensees to construct a motor garage on the compulsory open space of the demised Land for housing motor car, for the rent reserved and upon and subject to the several covenants, conditions, agreements and provisions contained in the said Indenture of Third License;

J. On or about 13<sup>th</sup> March 1987, the said Smt. Moghiben Zaverlal Ratilal died intestate, without leaving any issues and in view thereof her share devolved



*Handwritten signature: Moghiben Zaverlal*

*Handwritten text: 21.11.1987*



upon her husband's legal heirs i.e. his surviving brothers namely the said Natwarlal Ratilal Bhagwati and Ramanlal Ratilal Bhagwati, as per the Hindu Law by which the deceased was governed. A copy of the Death Certificate of the said Smt. Moghiben Zaverlal is hereto annexed and marked as **Annexure 5**;

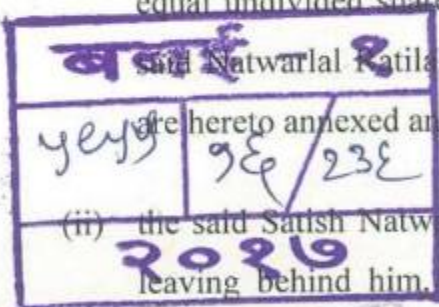
K. Thus by virtue aforesaid events the said Natwarlal Ratilal Bhagwati and Ramanlal Ratilal Bhagwati, became seized and possessed of and otherwise well and sufficiently entitled to the said Property as the Lessees thereof each having 50% undivided share, right title and interest in the said Property;

L. As regards the said 50% undivided share of the said Natwarlal Ratilal Bhagwat:-

(i) the said Natwarlal died on or about 16<sup>th</sup> February 1993 and his wife Smt Mahalaxmi Natwarlal Ratilal died on 20<sup>th</sup> April 2004, and by virtue thereof, the said share of the said Natwarlal devolved upon his only legal heirs and successors in title i.e. his 5 sons namely, Jayantilal Natwarlal Bhagwati (Assignor No.1); Suresh Natwarlal Bhagwati (Assignor No.2), Narendra Natwarlal Bhagwati (Assignor No.3), Subhash Natwarlal Bhagwati (Assignor No.4) and Satish Natwarlal Bhagwati and a married daughter Smt. Nirmalaben Navnitlal Matlawala (Nee Nirmalaben Natwarlal Bhagwati) (since deceased), as per the Hindu Law of Succession by which he was governed, each having equal undivided share therein. Copies of the Death Certificates of the

said Natwarlal Ratilal and his wife Smt. Mahalaxmi Natwarlal Ratilal are hereto annexed and marked as **Annexure 6 and 7** respectively;

(ii) the said Satish Natwarlal Bhagwati died at Bardoli on 21<sup>st</sup> May 2014, leaving behind him, his wife and two daughters namely, Smt Asha Satish Bhagwati being his wife (Assignor No.5) and Mrs Nehababen Kardam Trivedi (nee Nehabehan Satish Bhagawati) being his married daughter (Assignor No.6) and Ms Jaida Satish Bhagwati being his unmarried daughter (Assignor No.7), as his only legal heirs and successors in title as per the Hindu Law by which he was governed. A copy of the Death Certificate of the said Satish is hereto annexed and



*Signature of Smt. Mahalaxmi Natwarlal Ratilal*  
*Signature of Smt. Asha Satish Bhagwati*  
*Signature of Mrs. Nehababen Kardam Trivedi*



marked as **Annexure 8**;

- (iii) the said Smt. Nirmalaben Navnitlal Matlawala (Nee Nirmalaben Natwarlal Bhagwati) died at Surat on 1<sup>st</sup> August 1998 (her husband Shri Navnitlal Thakordas Matlawala being pre-deceased), leaving behind her, her three sons namely, Bhupendra Navnitlal Matlawala (Assignor No.8), Mukeshkumar Navnitlal Matlawala (Assignor No.9) and Bhadresh Navnitlal Matlawala (Assignor No.10), as her only legal heirs and successors in title as per the Hindu Law by which she was governed. Copies of the Death Certificates of the said Nirmalaben and her husband Shri Navnitlal Thakordas Matlawala are hereto annexed and marked as **Annexure 9 and 10 respectively**;



- (iv) Thus by virtue of the aforesaid events, Assignors Nos.1 to 10 herein have become entitled to the said 50% undivided share of the said Natwarlal Ratilal Bhagwati, being his legal heirs, each having the following share therein:

बंटाई - ३	
येस्य	१०/२३६
२०१७	Percentage

Name	Percentage
(i) Jayantilal Natwarlal (Assignor No.1)	8.333%
(ii) Suresh Natwarlal (Assignor No.2)	: 8.333%
(iii) Narendra Natwarlal (Assignor No.3)	: 8.333%
(iv) Subhash Natwarlal (Assignor No.4)	: 8.333%
(v) Smt Asha Satish Natwarlal (Assignor No.5)	: 2.778%
(vi) Mrs Nehababen (Assignor No.6)	: 2.778%
(vii) Ms Jaida Satish Natwarlal (Assignor No.7)	: 2.778%
(viii) Bhupendra Navnitlal (Assignor No.8)	: 2.778%
(ix) Mukesh Navnitlal (Assignor No.9)	: 2.778%
(x) Bhadresh Navnitlal (Assignor No.10)	: 2.778%
Total	: 50%

M. As regards the said 50% undivided share of the said Ramanlal Ratilal Bhagwat:-

- (i) the said Ramanlal died at Surat on 28<sup>th</sup> March 2006, (his wife Smt. Hariganababen Ramanlal Bhagwati being pre-deceased him on 27<sup>th</sup> September 1999) leaving behind him his children namely the said

*upon* *Mugdha* *21.11.21.11.11.11*  
*Bhagwati* *21*



Jagdishchandra (Assignor No.11), Kanchan (Assignor No.12), Praful (Assignor No.13), Hemant (Assignor No.14), Chhaya (Assignor No.15), and his two married daughters namely Mrs Ramila Praveen Darji and Mrs Usha Pradipkumar Surti as his only surviving heirs and legal representatives as per the Hindu Sucession Act by which the deceased was governed. Copies of the Death Certificates of the said Ramanlal Ratilal Bhagwati and his wife Smt. Harigangaben Ramanlal Bhagwati are hereto annexed and marked as **Annexure 11 and 12** respectively;

- (ii) The said Mrs. Ramila Praveen Darji and Mrs Usha Pradipkumar Surti, have by the Deed of Release dated 26<sup>th</sup> August 2016 registered under No BBE-1-6868-2016 with Joint Sub-registrar of Mumbai City-I, released their all and whatever share, right, title and interest in the said Property unto and in favour of the said Jagdishchandra (Assignor No.11), Kanchan (Assignor No.12), Praful (Assignor No.13), Hemant (Assignor No.14) and Chhaya (Assignor No.15).

Thus by virtue of the aforesaid deeds and events, Assignors Nos.11 to 15 herein, have become entitled to the said 50% undivided share of the said late Ramanlal Ratilal Bhagwati, being his legal heirs, each having the following share therein:



Name	Percentage
(i) Jagdishchandra Ramanlal (Assignor No.11)	: 10%
(ii) Kanchan Ramanlal (Assignor No.12)	: 10%
(iii) Praful Ramanlal (Assignor No.13)	: 10%
(iv) Hemant Ramanlal (Assignor No.14)	: 10%
(v) Ms Chhaya Ramanlal (Assignor No.15)	: 10%
Total	: 50%

बबई - १

येस १५/२३६

२०१७

N. Thus by virtue of the aforesaid events the Assignors are jointly seized and possessed of and other wise well and sufficiently entitled to the said Property as the Lessees thereof, each having undivided share, right, title and interest into or upon the said Property as stated in recitals K and L above, subject to the rights of the Municipal Corporation of Greater Mumbai (MCGM), as the

*[Signatures]*

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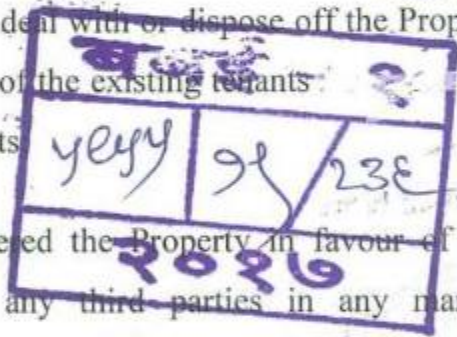


Lessor and the occupancy rights of the existing Tenants in respect of their respective tenements;

O. In the Revenue Records, and in the records of MCGM, including the Estate Department, the Property stands in the name of the said Natwarlal Ratilal Bhagwati, Ramanlal Ratilal Bhagwati and Smt Moghiben Zaverlal Ratilal;

P. The Assignors have represented and warranted to the Assignee as follows:-

- (i) The said Original Indenture of Lease dated 18<sup>th</sup> September 1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and respectively) is valid, subsisting and binding and the Assignors have not committed any breach thereof;
- (ii) The Assignors have in their possession title documents set out in the list hereto annex as **Annexure "13"**;
- (iii) The Assignors only are entitled to deal with or dispose off the Property subject to the rights of occupancy of the existing tenants in respect of their respective tenements;
- (iv) The Assignors have not encumbered the Property in favour of any Bank, Financial Institutions or any third parties in any manner whatsoever nor the Assignors have created any mortgage and/or charge / third party rights of any nature whatsoever over the said Property and save as the existing tenancies of the Tenants in respect of their respective tenements in the said building Javer Niwas;
- (v) There are no pending litigation of any nature whatsoever between the Assignors and any of the tenants of the said building Javer Niwas;
- (vi) All charges, taxes, assessments, dues, repair charges, etc, in respect of the said Property payable to concerned authorities have been paid by the Assignors up to the date of execution of these presents;



*Yaver*  
*Natwarlal*  
*Ratilal Bhagwati*

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*[Signature]*



(vii) No notice has been received by the Assignors from Government or any body or authorities under the Epidemic Diseases Act or the Land Acquisition Act or Maharashtra Regional and Town Planning Act, Urban Land (Ceiling & Regulation) Act, 1976 Maharashtra Land Revenue Code, 1966 or the Defense of India Act or under any legislative enactment, Government Ordinance, Order or notification including any notice for acquisition or requisition of the said Property or any part thereof;

(viii) There is no decree, order, attachment or restraint order passed by any court of authority or any statutory body having jurisdiction in India, which restrain the Assignors from dealing with or disposing of the said Property including for any statutory dues or otherwise;

Q. Relying upon the representation and warranties of the Assignors contained herein above and believing the same to be true, the Assignee has agreed to purchase and acquire from the Assignors all their leasehold right, title and interest into or upon the said Property as the Lessee thereof, subject to the said Original Indenture of Lease (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively) and subject to the occupancy rights of the tenants / occupants in respect of their respective tenements;

The Assignors have agreed to sell, convey, transfer, assign and assure the leasehold rights of the Assignors into or upon the said Property for the unexpired term of the lease under the said Original Indenture of Lease (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively), subject to the existing occupancy rights of the tenants / occupant in respect of their respective tenements, and the Assignee satisfied itself from the representations made hereinabove by the Assignor and the Assignee has

agreed to purchase and acquire the same, for the consideration of Rs.3,85,00,000/- (Rupees Three Crores and Eighty Five Lakhs only) and on the terms and conditions contained hereinafter;

S. On or before execution of these presents, the Assignee has paid Rs.10,00,000/- to the Assignors (subject to deduction of Rs.10,000/- being

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*[Signature]*  
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Encl. 2 in. annex

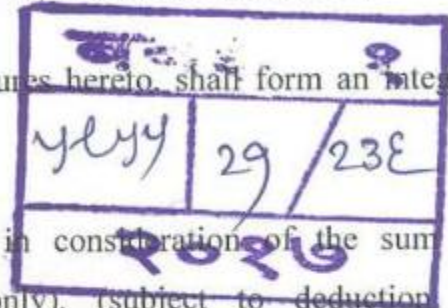




the applicable TDS @ 1%) and has agreed to pay the balance consideration of Rs.3,75,00,000/- (subject to TDS at the applicable rate of 1%), in the manner as provided in clause 5 hereunder written.

**NOW THIS DEED OF ASSIGNMENT WITNESSETH** as under:-

1. The recitals stated above and the Annexures hereto, shall form an integral part of this Deed.
2. In consideration of the premises and in consideration of the sum of Rs.10,00,000/- (Rupees Ten Lakhs only), (subject to deduction of Rs.10,000/- being the applicable TDS @ 1%), paid by the Assignee to the Assignors as part payment on or before execution of these presents as aforesaid (the payment and receipt whereof the Assignors do and each of them doth hereby admit and acknowledge and of and from the sum and every part thereof doth forever acquit, release and discharge the Assignee) and in consideration of the Assignee agreeing and undertaking to pay the balance consideration of Rs. 3,75,00,000/- (Rupees Three Crores Seventy Five Lakhs only), (subject to applicable TDS @ 1%), in the manner set out in clause 5 below, in all aggregating to Rs.3,85,00,000/- (Rupees Three Crores Eighty Five Lakhs only), being the full consideration agreed to be payable by the Assignee hereunder, THEY the Assignors do and each of them doth hereby assign, transfer, and assure unto the Assignee, all that piece and parcel of the plot of land admeasuring about 471 sq. yards, equivalent to 393.82 sq. mtrs., situate at St. Paul Street, Naigaum, Dadar (E), Mumbai 400014, bearing Cadastral Survey No.804 of Dadar Naigaum Division and bearing Plot No.143 of Naigaum Estate, together with the fully tenanted building standing thereon known as Javer Niwas, comprising of ground plus 3 upper floors, more particularly described in the **Schedule** hereunder written, and shown delineated by red color boundary line on the plan thereof hereto annexed as **Annexure '1'** (hereinafter referred to as the said "**Property**"), to hold the same for the unexpired term of the lease, comprised in and demised by the said hereinbefore recited in the Original Indenture of Lease 18<sup>th</sup> September 1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively), subject to the terms and conditions and covenants in therein



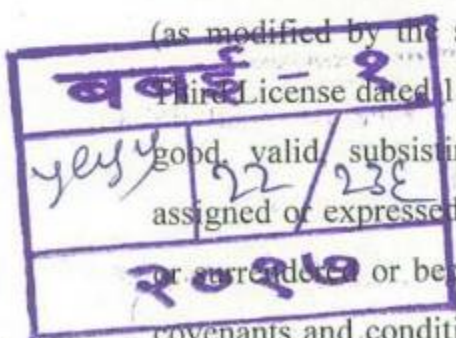
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and subject to the existing occupancy of the tenants / in respect of their respective tenements, on "as is where is basis", as to the physical status thereof but otherwise with clear and marketable title and free from any encumbrances, TOGETHER WITH all the houses, outhouses, edifices, buildings, yards, compounds, sewers, fences, drains, ways, paths, passages, gullies, wells, water courses, lights, liberties privileges, easements and appurtenances whatsoever to the said piece of land, hereditaments and premises or any part thereof belonging or in any wise appertaining or with the same or any part thereof usually held, used and occupied, enjoyed therewith or reputed to belong to, or be appurtenant thereto AND all the estate right, title, interest, claim and demand whatsoever at law and in equity of the Assignors into and upon the said Property and every part thereof TO HAVE AND TO HOLD all that the said Property more particularly described in the Schedule hereunder written with the appurtenances unto and to the use of the Assignees absolutely forever SUBJECT TO the occupancies of the existing tenants / occupants in respect of their respective tenements as more particularly set out in **Annexure '2'** hereto AND SUBJECT TO the terms and conditions of the said Original Indenture of Lease AND SUBJECT to payment of all rents, taxes, rates, lease rents, dues and duties now or hereafter to become payable to the Government or Municipal Corporation of Greater Mumbai (MCGM) or any Public Body in respect thereof.

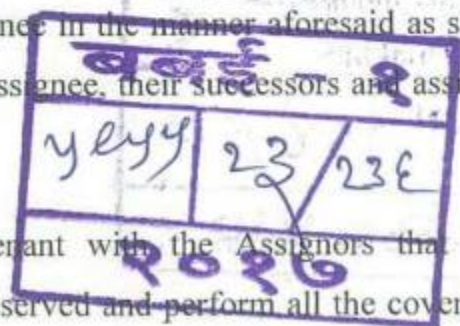
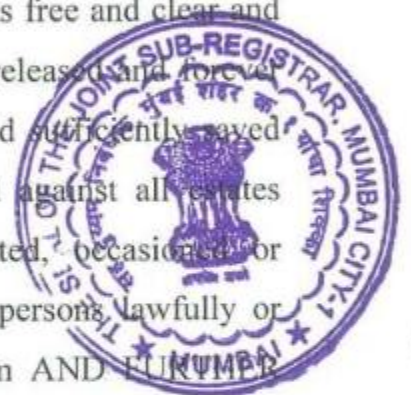
The Assignors do hereby covenant with the Assignee that notwithstanding any act, matter, deed or thing by the Assignors or by any person or persons lawfully or equitably claiming by from under or in trust for them done or executed or knowingly or willingly suffered to the contrary, the said hereinbefore recited Original Indenture of Lease dated 18<sup>th</sup> September 1950 (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively), is good, valid, subsisting and effectual lease of the said Property hereby assigned or expressed so to be AND THAT the same has not been forfeited or surrendered or become void or voidable anyway AND THAT the rents, covenants and conditions by and in the said Original Indenture of Lease (as modified by the said Indentures of First License, Second License and Third License dated 13/04/1960, 15/01/1975 and 16/06/1975 respectively) has been



*[Handwritten signatures and initials]*  
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duly paid, observed and performed upto the date of these presents AND THAT notwithstanding any such acts, deeds, matters or things as aforesaid by the Assignors or their predecessors in title, done or executed or knowingly suffered to the contrary, the Assignors now have in themselves good right, full power and absolute authority to assign the said Property unto and to the use of the Assignee in perpetuity the manner aforesaid AND THAT it shall be lawful for the Assignee from time to time and at all times hereafter, peaceably and quietly possess and enjoy the said Property and all the other rights hereby assigned or expressed so to be with the appurtenances thereto, in perpetuity and receive the rents, issues, profits thereof and every part thereof for its own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Assignors or from or by any person or persons lawfully or equitably claiming by from under or in trust from the said Assignors AND THAT the said Property is free and clear and freely and clearly and absolutely acquitted exonerated released and forever discharged from or otherwise by the Assignors well and sufficiently saved defended kept harmless and indemnified of from and against all estates charges and encumbrances whatsoever made, executed, occasioned or suffered by the Assignors or by any other person or persons lawfully or equitably claiming by from under or in trust for them AND FURTHER THAT the Assignors and all persons lawfully or equitably claiming any estate or interest in the said Property hereby assigned and transferred or any part thereof, by, from under or in trust for the Assignors shall and will from time to time and at all times hereafter, at the request and costs of the Assignee do and execute or cause to be done and executed all such acts, deeds, matters and things and assurances whatsoever for further and more perfectly assigning, transferring and assuring the said Property and every part thereof unto and to the use of the Assignee in the manner aforesaid as shall or may be reasonably required by the Assignee, their successors and assigns or their counsel in law.



4. AND the Assignee doth hereby covenant with the Assignors that the Assignee will henceforth pay the rent reserved and perform all the covenant by the Lessee and condition contained in the said Original Indenture of Lease (as modified by the said Indentures of First License, Second License and

*[Signature]*  
M. Magwale  
R. Blagwale

21.2.11, 21.4.11, 21.6.11  
*[Signature]*