

बदर-१३	
१००८२	३१
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TRUE COPY



Thursday, October 07, 2010

3:53:16 PM

P/40m पावती

Original

नॉदणी ३९ म.

Regn. ३९ M

पावती क्र. : ९०६६

दिनांक ०७/१०/२०१०

गावाचे नाव कुर्ला

दस्तऐवजाचा अनुक्रमांक बदर१३ - ०९०४४ - २०१०

दस्ता ऐवजाचा प्रकार भाडेपट्टा

DELIVERED



सादर करणाराचे नाव: नेहरु नगर प्रियदर्शन को. ऑफ इन्फो रॉयल्टी लि. (प्रा.) वेंचरिंग ही.
आल्यासम वगैराम वगैराम

नॉदणी फी	2600.00
वकल (अ. ११(१), मुद्रांकित/अ. ११(२))	०६०.००
गवात (अ. १२) व छायाविवरण (अ. १३) व मुद्रांकित (अ. १३)	३२६०.००
एवूण रु.	३२६०.००

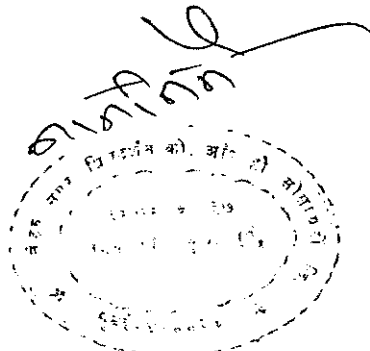
आपणास हा दस्त अंदाजे ३:५३ PM ला मिळेल

दुय्यम निबंधक

बाजार मुल्या: २६०००० रु. मोफत हा दस्त आहे.

भरलेले मुद्रांक शुल्क: १३००० रु. **सब रजिस्ट्रार कुर्ला क्र. ५**

दयकाचा प्रकार : डीडी/धनासहाय्यार.

बंदरा उपनगर जिल्हा.वैकचे नाव व पत्ता: एम. को. ऑफ इन्फो रॉयल्टी लि. (प्रा.) वेंचरिंग ही.
डीडी/धनासहाय्यार : नेहरु नगर प्रियदर्शन को. ऑफ इन्फो रॉयल्टी लि. (प्रा.) वेंचरिंग ही.

Head Office : GENERAL SUPERINTENDENT OF STAMPS, KURLA, MUMBAI - 400 001.
Office : COLLECTOR OF STAMP (KURLA), NEW ADMINISTRATIVE BUILDING, GROUND
FLOOR, RAMKRISHNA CHEMBURKAR MARG, MUMBAI - 400 071.

RECEIPT FOR PAYMENT TO GOVERNMENT
 CNT-1 SD - 3309
 NEHRU NAGAR PRIYADARSHAN CHS LTD.
 18/Sep/2010
 NOT TRANSFERABLE
 Receipt No. _____

Receipt No.: _____
Received From: _____
STAMP DUTY _____
Receipt Date: _____
Article-36 (iv) with 25 (b)

On Account of :

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code
-----------------	-------------------------------	------	-----------------------	-----------

P.O 004592 17/9/10 STATE BANK OF MYSORE
THANE (W)

ADJ/2840/10/K

Case No. :

Lot No.:

DELIVERED

Total D.O. :

Sr. No.	Description of Stamp	Quantity	Denomination	Amount
				
	Rs. 17200.00			

~~Rs. 17200.00~~

At the time of Registration, please produce the original receipt before the Sub- Registrar.

Tôlar

Rs.:

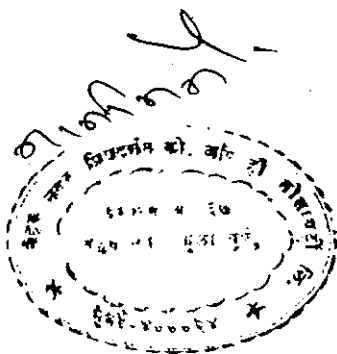
Cashier / Accountant

Rupees :

FOR COLLECTOR OF STAMPS, KURLA
NEW ADM. BLDG. R.C.MARG, CHEMBUR, MUMBAI - 71

NEW ADM. BLDG. R.C.
TRUE COPY

Signature / Designation



31

Date

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अध. चस-बद. १००८९	३३
२०१०	

बदर-१३	
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२०१०	

Date.....

Collector of Stamps
Kuala

[Handwritten signature]

[Circular stamp: ...]

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ACarrick

WHEREAS the authority being duly constituted with effect from the 5th day of December, 1977, under Notification in the Public works and Housing Department ARD 1077(1) Desk-44 dated 5th December, 1977, the Housing Board a corporation established under the Housing Board Act, 1948 (Bom LXIX of 1948) referred to as 'the Board') stood dissolved by section 15 of the said Act:

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Government बंदर-१३	
Maharashtra १००८८	३०
the Mumbai २०१० (hereinafter	

operation-१६	
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AND WHEREAS, under clauses (a) and (b) of Section 189 of the said Act all the property, rights, liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property, rights, liabilities and obligations of the Authority:

AND WHEREAS, the Board was possessed or otherwise and sufficiently entitled to a piece or parcel of land addressed as No. 11 (Part) & 12 (Part) being part of the Board's land at Nehru Nagar, Kurla (East), Mumbai- 400 024 in the registration sub-district of Kurla Mumbai Suburban District and more particularly described in the Schedule I hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as 'the said land') for residential purpose.

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

AND WHEREAS, the Building No. 37 situated at Nehru Nagar, Kurla (East), Mumbai- 400 024 Mumbai consisting of 40 tenements constructed for residential purpose on the said land for residential purpose (hereinafter referred to as 'the said Building') is being conveyed to the society by a Sale deed of even date between the Authority and the society and it is now expedient and necessary to lease the said land underneath and appurtenant to the said Building to the said society:

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Handwritten signatures and stamps:
 - A circular stamp with text in Marathi and English.
 - A signature that appears to be "Ramesh".
 - A signature that appears to be "Alam".
 - A signature that appears to be "Shankar".

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AND WHEREAS, the Authority has agreed to ~~lease the said~~ land and the society has agreed to accept such ~~lease for a period~~ of Sixty years with effect from the 01/01/1967 on the terms, conditions, rents and covenants hereinafter appearing.

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

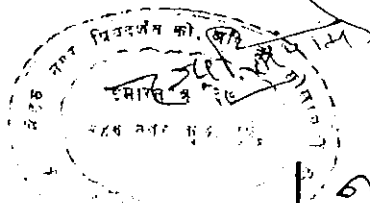
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AND WHEREAS, before the execution of these presents the Society has paid a sum of Rs. 38,000/- (Rupees Thirty Eight Thousand only) towards premium and Rs. 41,280/- (Rupees Forty One Thousand Two Hundred Eighty only) towards lease Rent for the period from 01/01/1967 to 31/12/2010 (the receipt of which the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

In consideration of the above said sum of Rs. 38,000/- (Rupees Thirty Eight Thousand only) towards premium and Rs. 41,280/- (Rupees Forty One Thousand Two Hundred Eighty only) towards lease Rent for the period from 01/01/1967 to 31/12/2010 paid by the Society to the Authority before the execution of this indenture (the receipt of which the Authority before the execution of this indenture hereby admit and acknowledge) and in consideration of the Rent and covenants hereinafter reserved and contained in this indenture the Authority doth hereby demise by way of lease unto the Society the said land being a part of the Authority's estate and shown on the plan annexed hereto and thereon bounded on red TO HAVE AND TO HOLD the said land for a term of Sixty years commencing on the 1st day of January 1967 (hereinafter referred to as 'the commencement date') for residential use subject to the terms and conditions hereinafter mentioned yielding and paying therefore during the said terms a sum of Rs. 960/- (Rupees Nine Hundred Sixty only) p.a. as lease Rent without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly terms begins every years at the office of the Authority or such other

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place as the Authority may from time to time specify in this behalf and intimate to the society;

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

- a. to pay as aforesaid the lease Rent of Rs. 960/- (Rupees Nine Hundred Sixty only) in advance every year on or before the fifth day of the commencement of each year for which the same is payable in the manner aforesaid without any deduction or abetment whatsoever.

- b. to pay interest on such amount of Lease of Rent or any part thereof or any other dues to be paid by the Society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after the date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 13 1/2 % p.a. until the whole of such amount or dues has or have been paid.

- c. to peacefully vacate the said land on the expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the case may be and hand over the possession of the same to the Authority in its them existing condition.

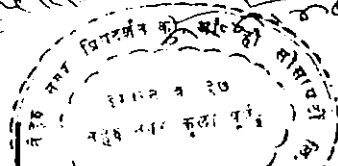
- d. to abide by all rules regulation Bye-laws and conditions now or at any time hereafter duly promulgated by the Government, Municipal Corporation of Greater Mumbai or of the Authority is so far as they relate to the said land:

- e. to abide by and be bound by the provisions of the said Act and the rules and regulations and Bye-laws made under the said Act or under any law for the time being in force in so far as they relate to the said land:

- f. to bear, pay and discharge all the present and future rates, taxes, cesses, assessments, duties and impositions and outgoings whatsoever assessed, imposed and charged upon the said land by the Government or the Municipal

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Corporation of Greater Mumbai or any other. Local Authority or statutory body under any laws for the time being in force 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:

g. The present property taxes come to Rs. २०९० per year and a Non-Agricultural tax comes to Rs. 2,880/- per year.

h. To permit the Authority and its authorized agents a reasonable time to enter upon the said land and Building erected thereon for the purpose of collection of any other dues or for any other lawful purposes

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

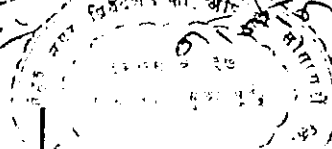
j. To use the plot as well as building standing thereon only for residential purpose and not for any other use.

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

l. 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 or others in its employment or of the visitors or any other persons coming to or on the said land or to the Building and to indemnify the Authority on all such accounts:

m. It is agreed that lessee is entitled only to the floor space index (F.S.I.) consumed under the Building conveyed to

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him. Any unutilized FSI for the said land in excess of the said Building or any additional FSI becoming available due to any change or modification in the DC Rules and Regulations at any point of time shall be the property of the Authority. The lessee shall be entitled to make a request to the Authority for utilization of such additional or balance FSI. Such request shall be considered on merits and on payment of additional premium and additional lease rent and on additional terms and conditions as determined by the Authority from time to time.

n. The lessee in case decide to redevelop the building under DCR 33(9) of the DC Regulation, 1981 shall obtain the permission of the Authority for execution of the same under DCR 33(9);

o. "That lessee shall abide by the terms and conditions vis-a-vis Development permission as well as Policies and Guidelines prescribed by the Authority in case Lessor decide to revise the layout as per modified DCR 33(5)".

p. not to do or suffer anything to be done on the said land which may cause damage, nuisance or inconvenience to the occupiers of the adjoining premises or to the Authority or to the neighborhood.

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

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

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Handwritten signature and stamp of the Registrar of the District of Mumbai, Suburban District, with the text 'मुंबई जिल्हा न्यायालय, उपनगर जिल्हा (मुंबई)'.

Handwritten signature and stamp of the Registrar of the District of Mumbai, Suburban District, with the text 'मुंबई जिल्हा न्यायालय, उपनगर जिल्हा (मुंबई)'.

Handwritten signature and stamp of the Registrar of the District of Mumbai, Suburban District, with the text 'मुंबई जिल्हा न्यायालय, उपनगर जिल्हा (मुंबई)'.

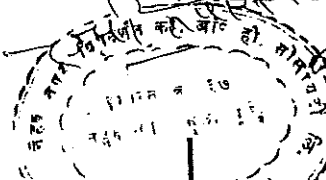
soil coming from any other Building and land of the Authority and any other leases of the Authority on the adjoining premises by in or through the channels, water courses made or to be made upon or under the said land any at them or any part thereof.

5. The Authority shall at all times have power obtaining any consent of or making compensation to the society to deal as the Authority may think fit, any of the lands and premises adjoining or opposite or adjacent to the said land and have power to erect or permit to be erected on such adjoining, opposite or adjacent land premises any Building whatsoever whether Building or shall not affect or diminish the light or air which now or any time during the term hereby granted is enjoyed by the society or the occupants of the said land any part thereof and also have power to permit any Building to be used for any purposes which the Authority may approve.

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

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

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

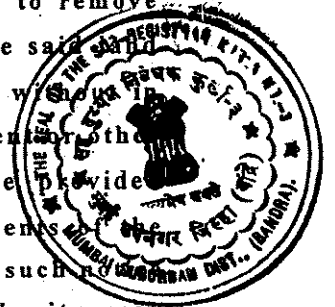
8. The Society shall comply all the legal requirements including payment of Stamp Duty required either for the purpose of Agreement with the allottees or for the purpose of utilization of TDR/Balance FSI in pursuance of NOC granted by the Mumbai Board. In case any complaint is received for non payment of stamp duty, registration of any documents required to be stamped in accordance with law, then the NOC is liable to be cancelled. The allottees/Society shall submit an Undertaking to the effect that they will comply all the necessary legal requirements including payment of stamp duty and Registration charges.

9. The said land is leased for a period of ~~six~~ ^{thirty} years from the date of commencement i.e. 01/01/1967 and the lease shall be renewable by thirty years period once on the terms and conditions determined by the Authority from time to time.

10. Any notice intimation or demand required to be given or received by the Authority on the society under this deed of

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lease shall be deemed to be duly and properly given or made if given by the officer duly authorized by the Authority in that behalf and shall be deemed to be duly served if addressed to the society and delivered or affixed at the said land or at the address of the office of the society as stated herein-above and any notice to be given to the Authority will be sufficient served if addressed to the Vice President and Chief-Executive Officer of the Authority and delivered at his office.

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11. The society shall bear and pay all costs, charges and expenses and professional charges of and incidental to the correspondence, preparation, execution and completion of this lease in duplicate thereof incurred by the Authority including stamp duty registration charges, outgoings, expenses and other outgoings in relation thereto and those occasioned to the Authority by reasons of any breach of the 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. S.M. Dhope O.S.D. (Conv.) Mumbai Housing and Area Development Board, Mumbai for and on behalf of Maharashtra Housing And Area Development Authority has been set hereunder and the seal of the Authority has also been affixed and attested by the Officer of the Authority, and the Signature of Shri. A.G. Ambekar, Chairman, Shri. N.N. Nene-Secretary and Shri. A.G. Ambekar, Member and on behalf of the Society and the seal of the society have been affixed hereinto the day and year first above written under the authority of the Society given to them to execute these presents and on behalf of the society vide society's General Body's Resolution passed in its meeting held on 14/03/2010.

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SCHEDULE - I

All that piece or parcel of land or ground of Building situated and lying underneath and appurtenant to Building No.37 at Survey No. 229 & 267 and City Survey No.11(Part) & 12(Part) at Nehru Nagar, Kurla(East), Mumbai- 400 024 in the Registration sub-district of Kurla and District of Mumbai City admeasuring 800.05 Sq. Meters of hereabout and bounded as follows that is to say:

On or towards the North by : 90'.00 Wide Road.
On or towards the West by : 40'.00 Wide Road.
On or towards the South by : Bldg. No.35.
On or towards the East by : Slum area.

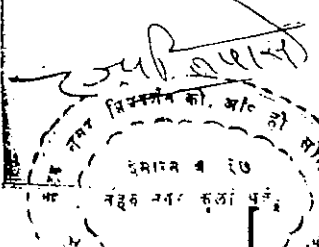
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SCHEDULE - II

LIST OF BONAFIDE MEMBERS OF NEHRU PRIYADARSHAN CO-OPERATIVE HOUSING LIMITED.

	Building No.	Name Of Members	Carpet area of each Plot (Sq.mtrs.)	Value of land of each Plot. (In Rs.)
1	1021	Shri.K.D.Kulariya	22.63	950/-
2	1022	Smt.A.S.Sakpal	22.63	950/-
3	1023	Smt.L.V.Junnarkar	22.63	950/-
4	1024	Smt.A.M.H.Saudagar	22.63	950/-
5	1025	Smt.F.B.M.Y.Shaikh	22.63	950/-
6	1026	Shri.R.B.Bhosale	22.63	950/-
7	1027	Shri.H.G.Parmar	22.63	950/-
8	1028	Shri.M.G.Parmar	22.63	950/-
9	1029	Shri.D.M.More	22.63	950/-
10	1030	Smt.S.P.Dubewar	22.63	950/-
11	1031	Smt.P.V.Rakhunde	22.63	950/-
12	1032	Shri.P.A.Chandyanju	22.63	950/-
13	1033	Smt.A.J.M.K.Akhtar	22.63	950/-
14	1034	Smt.R.A.Mukadam	22.63	950/-
15	1035	Smt.N.S.Chitnis	22.63	950/-
16	1036	Shri.D.D.Ghadge	22.63	950/-
17	1037	Shri.Kawale Manish Pundlik	22.63	950/-
18	1038	Shri.M.A.H.Ghadai	22.63	950/-
19	1039	Shri.M.F.M.Mansuri	22.63	950/-



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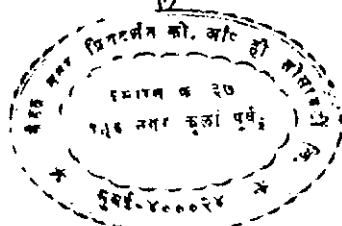
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20	1040	Shri.E.T. Aambavade	22.63	950/-	93
21	1041	Shri.N.M.Gokhale	22.63	950/-	200
22	1042	Shri.N.N.Nene	22.63	950/-	2090
23	1043	Smt.L.M.Manjrekar	22.63	950/-	
24	1044	Smt.P.N.Shah	22.63	950/-	
25	1045	Shri.G.R.Amle	22.63	950/-	
26	1046	Shri.A.G.Amle	22.63	950/-	बदर-१३
27	1047	Shri.D.K.Chouhan	22.63	950/-	900
28	1048	Smt.S.M.Suryavanshi	22.63	950/-	03
29	1049	Shri.R.K.Kamat	22.63	950/-	2090
30	1050	Shri.K.G.Kamat	22.63	950/-	
31	1051	Shri.R.K.Pawoolkar	22.63		
32	1052	Smt.S.P.Naik	22.63		
33	1053	Shri.D.B.Kamble	22.63		
34	1054	Shri.G.T.Naik	22.63		
35	1055	Smt.M.K.Patange	22.63		
36	1056	Shri.Abdul Rashid	22.63		
37	1057	Shri.A.H.Bekas	22.63		
38	1058	Shri.A.P.Tapa. se	22.63		
39	1059	Shri.N.M.M.Bhujwala	22.63		
40	1060	Shri.V.G.Soparkar	22.63		
Total			22.63	950/-	8,000

Total

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SIGNED SEALED AND DELIVERED

By Shri. S.M. Dhole 10.S.D.(Conv.)

Mumbai Housing and Area Development Board Mumbai in presence of

Shri _____

Mumbai Housing and Area Development Board Mumbai.

The common seal of the Maharashtra Housing And Area Development

Authority affixed in the presence of

Shri B.D. Jadhav C.D.O.

Mumbai Housing and Area Development

Board has signed in token thereof

in the presence of Shri S.B.

Shirure D.C.D.O.

SIGNED SEALED AND DELIVERED

BY:

1 Shri. A.P. Tapase-Chairman

2 Shri. N.N. Nene-Secretary

3 Shri. A.G. Amle Member of

the managing committee of the said

Authority who have hereto affixed

Their signatures in the presence of

Shri A. Rashid

Member of the Society. A. Rashid

The Common Seal of the

Nehru Nagar Priyadarshan Co-operative

Housing Society Ltd. is affixed

in the presence of

Shri. N.N. Nene-Secretary

who has signed in token thereof

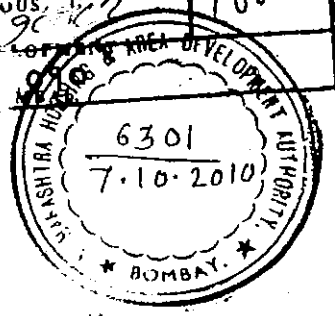
in the presence of

Shri B.S.M. Malik

Member of the society.

बदर-१३	
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O.S.D. (Conv.)	१००
MUMBAI HOUSING & AREA DEVELOPMENT BOARD	१००



Comm. Development Officer-I (Conv.)
S.A.D. Mumbai (I)

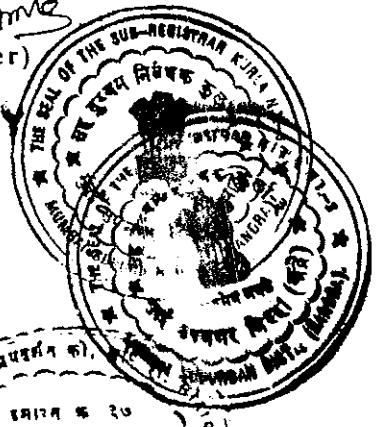
MUMBAI HOUSING AND AREA DEVELOPMENT BOARD

S. P. Tapase
(Chairman)

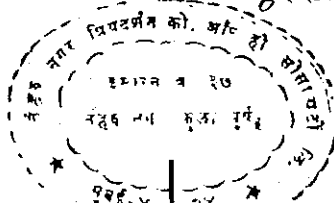
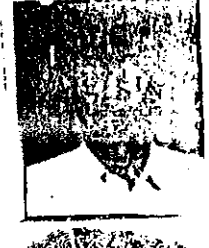
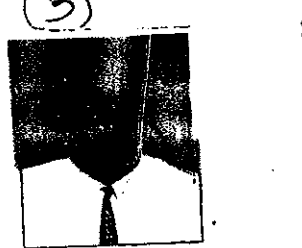
N. N. Nene
(Secretary)

A. G. Amle
(Member)

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NO. 37 KNOWN
IN ON 5/12/1947
AT MEHRU NAGAR

10/11/1947

THIS DEATHING REPORT

ONLY AS FEE FOR THE

NOTE:

THE DEATHING REPORT

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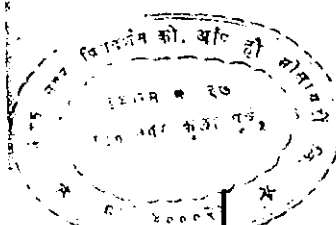
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