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AND WHEREAS the Authority being duly constituted with effect from the 5th day December, 1977, under Government Notification in the Public works and Housing Department No. ARD 1077 (1) Desk – 44 dated 5th December, 1977, the Maharashtra Housing Board Corporation Establishment under the Bombay Housing Board Act, 1948 (BOM LXIX of 1948) hereinafter referred to as "Board") stood dissolved by operation of section 15 of the said Act.

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 of or otherwise well and sufficiently entitled to a piece or parcel of plot of land bearing sub pot no. 13 of plot no. 3 admeasuring 522.56 Sq Mtrs. Situated at S No. 70 & 287 CTS no. 196 (pt) at J.V.P.D. Andheri (West), Mumbai – 400 049, in the registration sub-district of Bandra, Mumbai Suburban district and more, particularly described in the schedule hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said plot of land").

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

AND WHEREAS by an agreement of lease dated 15th day of March 1977 made and entered into between the said Board, the lesser therein [illegible] Abdulkadar Fatehi and Fakhruddhin Samsuddin Fatehi the lessee therein (hereinafter for brevity's sake referred to as "the said Agreement"), the Board has agreed to grant and demise lessee the lease for period 99 years of the plot of land being sub plot No. 13 of the plot No. 3 of the Board's land North of Irla between Vile Parle and [illegible] known as Juhu Vile Parle Development Scheme admeasuring 625.00 Sq. Yards equivalent to 522.56 Sq. Mrts, more particularly described in the first schedule to the said agreement and being the same as described in the schedule I hereunder written, on the terms and conditions and covenants contained in the said Agreement, for the purpose of construction of building for the bonafide residential use and occupation and hereinafter provided;

AND WHEREAS in pursuance of the said agreement and in consideration the payment of premium paid by the lessee therein to the board, the Board had put the lessee therein in possession of the said plot of land more particularly described in the first schedule to he said Agreement and in the schedule hereunder written:

AND WHEREAS in pursuance of the said Agreement the lessee therein has completed the construction of the building on the said plot of land and further carried out all terms and conditions of the said agreement and allotted the flat therein to such persons as the lessee therein may deem fir

AND WHEREAS on the allotment of tenement the allottees therein have formed themselves into a Co-operative Housing Society called Tulip Co-operative Hsg. Society Ltd., the said society being the lessee of the present.

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TULIP CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer

THE SEAL OF THE JOINT SUB-REGISTRAR ANDHERI NO. 6 ★ सह. दुय्यम निबंधक, अंधेरी क्र. ६ ★ सत्यमेव जयते ★ MUMBAI SUBURBAN DIS ★ मुंबई उपनगर जिल्हा

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