AND WHEREAS the lessee has requested to the Authority to execute the final lease in favor of the lessee and the Authority have agreed to do the same;

AND WHEREAS in pursuance of the said Agreement, the Mumbai Housing and Area Development Board, a regional Board of the Authority requested to the lessee to furnish all the documents related thereto so as to enable the Authority to execute the lease deed in favour of the lessee, with effect from the date of execution of the Agreement to lease on the terms and conditions, rent and covenants hereinafter contained;

AND WHEREAS the lessee of this present vide its letter dt. 10-10-2003 reported that the where about of the original lessee namely Shri Ibrahim Abdulkadar Fatehi and Fakhruddhin Samsuddin Fatehi have not located thus in order to regularize the occupation of the present lessee society and to execute the final lease deed as per the terms and conditions of the agreement to lease dt. 15/3/1977 with the present lessee, the Mumbai Housing and Area Development Board a regional Board of the Authority has requested the present lessee society to issue a public notice in the local news paper for information that the present lessee has applied to the Board to demise the said plot of land on lease by executing the final lease deed in its name and if the original allottees heirs or legal claimants has/have objection to execute the lease deed of the said plot of land in favour of the present lessee society, the said objection should be lodged to the board within 15 days from the dated of issuing the public notice in the news papers.

AND WHEREAS as directed by the Mumbai Board, the present lessee society has published a public notice in the local news papers namely Free Press Journals and Mumbai Sakal on 10-9-2003 however no any person has held any objection within 15 days to the said Board for executing the final lease deed of the said plot of land in the name of present lessee society.

AND WHEREAS on the request of the said Board, the present lessee society submitted an indemnity Bond dt _____ Indemnifying the Authority as well as the said Board against any loss damages, costs, charges, expenses, claims and any other action whatsoever with the said Board may reasonably incur and suffer by reasons of the executing a final lease deed of the said plot land bearing no. 1[illegible] of J.V.P.D. Andheri (West) with the present lessee's society's name by the said Board.

AND WHEREAS the Authority is now executing the present final lease deed of the said plot of land described in the schedule here to with the present lessee society as hereinafter provided;

AND WHEREAS before the execution of these present the lessee has paid the total sum of Rs. 16,562.50 (Rupees Sixteen Thousand Five Hundred Sixty Two and Fifty Paise only) towards premium and Rs. 26/- (Rupees Twenty Six Only) towards lease rent for the period from 01/4/1977 to 31/03/2003 (the receipt of which the Authority doth herby admit and acknowledge),

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. In consideration of the aforesaid sum of Rs. 16,562.50 (Rupees Sixteen Thousand Five Hundred Sixty Two and Fifty Paise only) being the premium and Rs. 26/- (Rupees Twenty Six Only) being the lease rent for the period from 1/4/1977 to 31/03/2003 paid by the lessee to the Authority before the execution

TULIP CO-OP. HSG. SOCIETY LTD.

Chairman Secretary Treasurer