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GENERAL STAMP OFFICE:
Bombay 23rd Feb 1962

CERTIFIED under Section 32, clause (2) of the Bombay Stamp Act, 1958, that this instrument is exempt from stamp duty.

ADJUDICATION FEE RUPEES 2 PAID

COLLECTOR.

This Indenture made the 25th day of February 1962

BETWEEN SHRI RAJASTHAN CO-OPERATIVE HOUSING SOCIETY LIMITED whose registered office is situated at 227, Kalbadevi Road, Bombay 2 (hereinafter called "the Landlords" which expression where the context so admits shall include the reversioner or reversioners for the time being immediately expectant upon the term hereby created) of the one part and Smt. Narayani devi B. Malhania of Bombay. (hereinafter called "the Tenant" which expression where the context so admits shall include his executors, administrators and assigns) of the other part WITNESSETH as follows:—

1. In consideration of the sum of Rs. 4125/= paid by the Tenant to the Landlords (the receipt whereof the Landlords hereby acknowledge) and of the expenses to be incurred by the Tenant in the erection of the messuage or dwelling house hereinafter mentioned and of the rents and Tenant's covenants hereinafter reserved and contained the landlords hereby demise un to the Tenant All that vacant piece or parcel of land situate on Andheri Kurla Road in the village of Kondivita - Andheri in the Registration Dist. Bombay Suburban admeasuring about 825 square yards or thereabouts being Plot No. 59. in the scheme of Dist. Sub Dist. Bandra Shri Rajasthan Co-op. Housing Society Ltd., Bombay and bounded on or towards the East by Bamanwadi Road on or to-wards the West by Plot No 58 on or towards the North by Plot No 60 and on or towards the South by 33ft. Road and Registered in the Record of Rights under Entry No. and which premises have been delineated on the plan hereto annexed and thereon surrounded by a red coloured boundary line TOGETHER with the messuage or dwelling house erected thereon or to be erected thereon and known as Building No. 59. TOGETHER with the use of all common roads

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passages gutters and sewers or drains made or hereafter to be made for the accommodation of the occupiers of the said estate of the Landlords EXCEPT and Always RESERVED the free passage and running of water and soil coming from any other buildings and lands of the Landlords and their Tenants by in or through the channels water-courses sewers and drains made or to be made upon or under the demised premises or any of them or any part or parts thereof TO HOLD to the Tenant from the day of in perpetuity YIELDING and PAYING therefore during the said term the rent of one rupees per annum by yearly payments to be made on the 1st day of July in every year AND ALSO YIELDING and PAYING as further rent during the subsistence of the present demise a sum or sums of money equal to the proportion applicable to the said premises of the sum or sums from time to time paid by the Landlords in the management, maintenance and development of the Landlords' estate (the said sums and the proportion thereof payable in respect of the said premises to be certified by the Landlords whose certificate shall be final and conclusive and binding on the Tenant such further rent to be paid without any deduction on the 25th day of March, 24th June, 29th September and 25th December next following the date of the said certificate.

2. The Tenant for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Landlords as follows :—

(1) To pay the reserved rents on the days and in manner aforesaid without any deduction or abatement whatsoever.

(2) To bear pay and discharge all existing and future rates, taxes, assessments, duties, impositions and outgoings whatsoever, rates assessed imposed or charged whether by Government or any other public or local authority upon the demised premises or on the rent thereof or upon the owner or occupier in respect thereof or payable by either in respect there of and not included in the said reserved rents.

(3) To do and execute or cause to be done and executed all such works as under or by virtue of any Act of the Union or State Government for the time being in force are or shall be directed or necessary to be done or executed upon or in respect of the said demised premises or any part thereof whether by owner or Landlord lessee tenant or occupier and will at all times keep the Landlords indemnified against all claims and liability in respect thereof.

(4) To comply with and satisfy all regulations bye-laws rules and conditions prescribed or required from time to time by the land lords or the Government or any public local or other authority, as may be in force for the time being relating to buildings and to drains and sewers and gutters in under or leading therefrom or otherwise relating to the bnilding to be built on the premises hereby demised.

(5) At his own costs to erect upon the premises hereby demised in a substantial and workmanlike manner with the best materials of their several kinds and in accordance with the plans elevations, sections and specifications to be approved and signed by the Architects of the Landlords for the time being to the satisfaction of the said Architects at least one dwelling house of a substantial and permanent description with all such necessary out houses, servants' quarters and garrage or stables or cow-sheds as may be required by the Tenant and all necessary boundary walls or marks or railings or palings sewers and drains AND to complete the same in all respects for immediate occupation within the period of three years from the date of the completion of the roads adjoining tne demise premises, (unless prevented by accident or unavoidable causes and in such case within such further time as the Landlords may in writing fix.)

(6) That no stone shall at any time be quarried on or from the demised premises and no sand gravel clay or lime loam shall at any time be excavated or dug out of the demised premises and no mines or minerals thereunder shall be worked or gotten.

(7) That no dirt, dust, refuge, soil, clay or waste whatsoever shall be brought on the demised premises nor any ballast bricks tiles clay cement or other articles burnt or manufactured thereon nor any flue steam engine or machinery erected or set up thereon except such plant as may be required for the domestic amenities of the Tenant.

(8) To well and substantially repair, cleanse, maintain uphold, support amend and keep the demised premises and all buildings fixtures and improvements which may at any time be thereon and all additions thereto and the boundary walls, hedges and fences and gates thereof and the drains soil and other pipes and sanitary and water apparatus thereof (all of which are hereinafter included in the expression "the demised premises") in good substantial and proper repair and condition and brickwork properly painted.

(9) Not to erect or build or permit to be erected or built on the demised premises any structures other than those specified in the next preceding clause nor to make any alterations to any structures at any time existing thereon except with the permission in writing of the Landlords and the concerned local or public authority if necessary and except in accordance with the plans, elevations, sections and specifications previously approved by the landlords' Architects for the time being in which case the fees of the said Architects in relation to such approval will be payable by the Tenant.

(10) To execute the works hereinbefore covenanted to be executed in accordence with any statute applicable thereto and with the bye-laws and regulations of the local or public authority concerned and to pay all fees and charges properly payable to such authorities in relation to the said works.

(11) To pay the proportionate amount that may from time to time become payable in respect of the development charges payable to Government and of the expenses to be fixed by the lessor of supporting and repairing all roads and ways, sewers, drains, wells, easements, party walls used or to be used by the occupiers of the said premises in common with the occupiers of the adjoining premises, including the expenses of maintaining and cleaning and keeping in repairs such main street and sewers when made.

(12) To pay proportionately (1) the sum equal to the amount expended by the lessors from time to time in insuring the buildings on the demised plot hereby demised against damage or destruction by fire (2) a sum equal to the proportion applicable to the demised plot of the amount from time to time paid by the lessor for assersment, rates and taxes.

(13) To pay proportionately from time to time the expenses of maintaining watchmen for the protection of the tenant and other tenants on the Landlords' said estate and also the expenses of maintaining Malis, Bhangis and other menial servants for keeping the garden and sweeping the drains and streets and lighting the roads and also of maintaining sufficient lights on the roads on the Landlords' said estate.

(14) To permit the Landlords and their Agents and the tenants of the houses adjoining the demised premises together (where necessary) with workmen and appliances to enter upon the demised premises to cleanse drains and to execute repairs upon such adjoining premises of the Landlords after giving previous reasonable notice to the occupants thereof.

(15) Not to do or suffer anything to be done on the demised premises which in the Landlords' opinion may cause a nuisance, annoyance or inconvenience to the occupiers of adjacent houses or the neighbourhood.

(16) Not to use or permit the use of the said dwelling house or any other building that may be erected on the demised premises for the purpose of carrying on any trade or business or for any purpose other than as private residence except with permission of the Landlords and of any public or local authority whose permission may be necessary.

(17) That if the Tenant shall at any time make default in the performance of the covenants herein contained for or relating to the repair or maintenance of the premises or any part thereof it shall be lawful for the Landlords with or without workmen and others at any time and from time to time (but without prejudice to the right of re-entry under the clause hereinafter contained) to enter upon the premises and repair and maintain the same at the expense of the Tenant in accordance with the covenants and provivisions of these presents and the expenses of such repairs and maintenance shall be repaid by the Tenant to the Landlords on demand.

(18) Not by building on the demised premises or otherwise to stop or obstruct the access of any ligtht or air belonging to or enjoyed by any premises of the estate or interest whereof in possession or reversion may be in the Landlords or any person or persons in trust for the Landlords.

(19) Not to assign and not to sub-let the premises hereby demised and any buildings built there on for the time being or any part thereof without the consent in writing of the Landlords first obtained to such assignment or sub-lease and every such assignment or sub-lease shall within one Calendar month after the date thereof be left at the office of the Landlords in order that the same may be registered in their books and in case the Landlords shall deem it necessary or advisable to take legal advice as to any such assignment or sub-lease to forthwith on demand pay the Landlords all costs which they may incur in and about the obtaining such advice as aforesaid PROVIDED ALWAYS and it is hereby further agreed that the Tenant shall not at any time assign by way of sale or gift the demised premises the buildings built and erected thereon for the time being or any part thereof to any person who is not a member of the Landlords' society.

(20) To observe and perform all the bye-laws for the time being of the said Shri Rajasthan Co-operative Housing Society Limited and the conditions of the Government sanad in respect of the demised premises.

(21) To carry out the covenants on the Tenants part to be observed and performed upon receipt of a Notice from the Landlords within reasonable time to be fixed in such notice

(22) On every permitted disposition or devolution of or dealing with the demised premises or any part thereof whether by assignment of the term hereby granted or by an under-lease created either out of the term hereby granted or out of the term granted by an under-lease or by assignment of any underlease or by probate of Will Letters of Administration Order of Court or by any means whatever the Tenant his heirs, executors, administrators underlessees or assigns will within twenty one days after the completion of any such document as aforesaid produce the same for registration at the Office for the time being of the Landlords and leave a copy of the said document and pay the sum of Rupee One as the fee for registration thereof.

3. PROVIDED ALWAYS and it is hereby agreed and declared that whenever the Landlords shall pass a resolution expelling the Tenant from the Landlords' Society in accordance with their bye-laws for the time being the Tenant upon the service of a copy of such resolution upon him shall forthwith place the Landlords in possession of the demised premises and buildings built thereon and the Tenant doth hereby appoint the Landlords upon the event of his expulsion his constituted attorneys to sell either by public auction or private sale the demised premises and to execute the necessary conveyances and assuranced in favour of the purchaser member and to do all other things and acts necessary to complete

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such sale and place the purchaser member in possessian of the permises so sold and that the authority hereinabove given by the Tenant to the Landlords shall not at any time be revoked by the Tenant And it is agreed between the Landlords and the Tenant that the Tenant shall receive from the Landlords in full satisfaction of all his claims in respect of the demise premises the Capital cost of the demised premises including the structure built thereon with interest at 5% up to a limit of one-third of the capital cost or the price realised on the sale by the Landlords whichever shall be less (deducting therefrom any moneys due to the Landlords whether in respect of the demised premises or on any account whatever such payment to be made after possession of the premises shall have been given to the Landlords) and that the balance of the sale proceeds realised by the Landlords if any shall belong to the Londlords and that the Tenant shall not object to the Landlords appropriating such balance to them. The capital cost for the purposes of this clause shall be the value of the demised premises as entered in the Landlords' book on the date of the present demise and the value of the structures built thereon shall be fixed by two appraisers one to be appointed by each party and in case of difference between such appraisers by an Umpire to be appointed by them before proceeding with the said valuation.

4. The Landlords hereby covenant with the Tenant as follows:—

(1) That the Landlords shall pay such taxes and assessments as are payable by them to Government or to any public or local body

(2) That the Tanant paying the rents hereby reservedand observing and performl ing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the subsistence of the present demise without any lawful interruption by the Landlords or any person rightfully claiming under or in trust for them.

(3) That in the event of this Lease being determined by the Landlords by notice under provison contained in clauses 7 (1) or 7 (2) hereof (except for a breach of clause 2 (19) hereof all the terms of proviso contained in clause 3 hereof shall become applicable in the same manner and to all intents and purposes as if the Tenant had been expelled from the Landlords' Society.

5. The Tenant shall pay all costs charges and expenses incurred by the Landlords in requiring the Tehant to remedy a breach of the covenants hereinbefore contained notwithstanding tnat forfeiture for such breach shall be avoided otherwise than by relief granted by Court of Law.

6. AND IT IS HEREBY AGREED AND DECLARED that the Landlords shal at all times and from time to time during the continuance of this demise be at liberty as they may think fit to build upon or permit to be built upon or otherwise to deal with any of the lands belonging to or vested in tne Landlords or the buildings thereon near adjoining or opposite to the premises hereby demised *notwithstanding that the light and air or any amenities* OR any ~~incidentages~~ *ancillary advantages* now or hereinafter to be enjoyed by the Tenant in respect of the premises hereby demised or the building now or hereafter to be erected thereon may be

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thereby affected AND PROVIDED ALSO that in the event of the Tenants or Occupiers of any property near adjoining or opposite to the premises hereby demised bringing any actions at any time hereinafter for obstruction of light and air against the Tenant the Landlords will not indemnify the Tenant against any such claims which may be made in respect of any interference with any such rights of light and air as aforesaid and the Tenant shall be deemed to have satisfied himself on this point and shall as between himself and the Landlords be deemed to accept all responsibility in respect of such interference if any there be.

7. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows:—

(1) That in the event of the demised premises or any part thereof or any interest therein being occupied by or vested in any person who is not a member of the Shri Rajasthan Co-operative Housing Society Limited or his heir or legal representative or the nominee of a member under the bye-laws of the said Shri Rajasthan Co-operative Housing Society Limited the Landlords may by giving to the Tenant three Calander months previous notice in writing to that effect determine the present demise and on the expiration of such notice this present Lease and every-thing herein contained shall cease and be absolutely void to all intents and purposes whatsoever but without prejudice to any claim by the Landlords for any arrears of rent or in respect of any breach or non-observance of covenant or condition herein contained.

(2) If the rents hereby reseved or any part thereof shall be unpaid for three months after becoming payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any of said cases it shall be lawful for the Landlords at any time thereafter to enter into and upon the demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and as in their first and former estate without prejudice to the right of action of the Landlords in respect of any breach of the Tenant's covenants herein contained.

8. AND IT IS HEREBY AGREED that any Notice to be given to the Tenant under the terms of these presents shall be considered as duly served if the same shall have been (a) delivered to the Tenant or to his agent or (b) Left for Tenant or his agent at the usual or last known place of residence or business in Bombay of the Tenant or his agent or any part of the premises hereby demised or (c) sent by registered post addressed to the Tenant or his agent at the usual or last known place of residence or business in Bombay of the Tenant or his agent or at the premises hereby demised or (d) if the same shall have been affixed as a final recourse to any building or ereection whether temporary or otherwise upon the premises hereby demised.

9. AND IT IS HEREBY AGREED AND DECLARED that the following sub-sections of Section 108 of the Transfer of property Act 1882 shall not apply to the rights and liabilities of the Landlords and the Tenant respectively under these presents namely sub-sections (a), (b), (c) (e) (f) (g) (h) (j) (m) (o) and (p).

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first hereinabove written.

The common Seal of the abovenamed the Shri RajasthanCo-operative Housing Society Limited has been hereunto affixed in accordance with the Bye-laws of the Society in the presence of

Mr G.R. Dubey

and

the Secretary, The Chairman and the member appointed by the Managing Committee of the Society,

HH Sharma

G.R. Dubey

Shrinivas B. Bagan

Signed Sealed and Delivered by the within named,

Smt. Narayanidevi B Makhana

in the presence of,

Plot No 57

Duplicate

Dated this 25th day of February 1952.

Shri Rajasthan Co-operative Housing Society Ltd.

To.

Smt. Narayani devi B. Malchand

Indenture

of

lease

Bhaishanker Kanga & Girdharlal
Solicitors.

BALMUKUND D. AGARWALA