(2) (94)

DUPLICATE

Receipt No. 0311608 9/2/94
No. 6477/93 16204 Date 4/3/94
GENERAL STAMP OFFICE
Bombay, 7-2-1994
RECEIVED from Rangrekha Coop. Hsg. Soc. Ltd
Stamp duty Rupees Two
Two only
CERTIFIED under Section 32 of the Bombay Stamp Act, 1958, that the full stamp duty Rupees Two
Two only
with which this Instrument is chargeable has been paid. Article 27(g)

ADJUDICATION FEE RUPEES 5 PAID

COLLECTOR 7/3

D.R. Shinde THIS INDENTURE OF LEASE made at Bombay this 6th day of April 94 1998 (One thousand nine hundred and ninety Three) between the MAHARASHTRA HOUSING AND DEVELOPMENT AUTHORITY a statutory Corporation Constituted under the Maharashtra Housing & Area Development Act, 1976, (Mah. XXVIII) of 1977), (hereinafter referred to as 'the said Act') having its office of Griha Nirman Bhavan, Kala Nagar, Bandra (East), Bombay - 51, the lessor (hereinafter referred to as 'the Authority' which expression shall unless the context requires otherwise include its successors and asigns) of the One Part :

REG. NO. BOM/HSG/ 4361-1974

AND

RANG REKHA CO-OPERATIVE HOUSING SOCIETY LTD, Co-operative Society duly registered under the Maharashtra Co-operative Societies At, 1960, (Mah XXIV of 1961) and bearing registration No. BOM/HSG/ 4361 dated 30.11.1974 and having its registered office at Building No. 8 Shailendra Nagar, S.V.Road. Nagar, Dahisar (East) Bombay 4000 68 the lease (hereinafter referred to as 'the Society' which expression

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Chairman Secretary Treasurer

RANG REKHA CO-OP. HSG. SOCIETY LTD

shall unless the context requires otherwise include its successors and permitted assigns) of the Other Part :

WHEREAS the Authority being duly constituted with effect from the 5th day of December, 1977, under Govmment Notification in the Public works and Housing Department NO. ARD 1077(1)Desk-44 daterd 5th December, 1977, the Maharashtra Housing Board a corporation established under the Bombay Housing Board Act, 1948 (Bom LXIX of 1948) (hereinafter referred to as the 'the 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 or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 978.36 Sq. Meters situated at S.No. 181 City Survey No. 1665 pt. being part of the Board's land at Dahisar (East) in the registration subdistrict of Bandra Bombay Suburbann 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").

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/s No. 8 situated at Dahisar(East) Bombay consisting of 40

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tenements constructed on the said land (hereinafter referred to as "the said building) is/are being conveyed to the society by a Sale deed of even date between the Authority and the society and it is now expeditent and necessary to lease the said land underneath and appurtenant to the said building/s to the said society :

AND WHEREAS the Authority has agreed to lease the said land/and the society has agreed to accept such lease for a period of ~~ninety~~/ninety nine years with effect from the 21.4.1975 on the terms, conditions, rents and covenants hereinafter appearing.

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.

AND WHEREAS before the execution of these presents the Society has paid a sum of Rupees 1,11,280/- (Rupees One lakh eleven thousands two hundred eighty only) towards premium and Rs. 52,858/- (Rupees Fifty two thousands eight hundred fifty eight only) towards Lease Rent for the period from 21.4.1975 to 20.4.1994 (the receipt of which the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS :

1. In consideration of the above the said sum of Rs. 1,11,280/- Rupees One lakh eleven thousands two hundred eighty only) being the premium and Rs. 52,858/- (Rupees Fifty two thousands eight hundred fifty eight only) being the Lease Rent for the period from 21-4-1975 to 21.4.94 paid by the Society to the Authority before the exectuion of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and

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in consideration of the Rent and covenants hereinafter reserved and contained 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 in red TO HAVE AND TO HOLD the said land for a term of ninety/ninetynine years commencing on the 21st day of April'75 (hereinafter referred to as 'the commencement date) subject to the terms and conditions hereinafter mentioned yielding and paying therefore during the said terms a sum of Rs. 2,782/- (Rupees Two thousands seven hundred eighty two only) per annum 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 year at the office of the Authority or such other 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 follwing manner that is to say :-

a) to pay as aforesaid the Lease Rent of Rs. 2,782/- (Rupees Two thousands seven hundred eighty two only) in advance every year on or before the fifth day of the commencemnt 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 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 12 1/2% per annum untill 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

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case may be and hand over the possession of the same to the Authority in its then existing condition:

d) to abide by all rules regulations bye-laws and conditions now or at any time hereafter duly prescribed by the Government, Municipal Corporation of Greater Bombay or of the Authority in 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 by-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, cessess, assessments, duties and impositions and outgoings whatsoever assessed, imposed and charged upon the said land by the Government or the Municipal Corporation of Greater Bombay or any other. Local Authority or statutory body under any law 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 :

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g) The present property taxes cmes to Rs. 18004 per year. and Non-Agricultural taxes comes to Rs. 316.80 per year.

h) To permit the Authority and its authorised agents at all reasonable time to enter upon the said land and buildings erected thereon for the purpose of collection of rent or 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 wih 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:

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j) to keep and maintain the open space of the said land in a clean neat and sanitory condition:

k) 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 paart of the society is servants 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:

l) The society shall not make any excavation upon any part of the demised premises without the previous consent of the Authority in writing except for the purpose of repairing, renovating or rebuilding the existing structure standing on the said land or utilisation of permissible F.S.I. if any as per Development Control Rules/Regulations on the pl leased to the society" which is a part of a layout of ___ Shailendra Nagar Colony at Dahisar(East).

m) not to do or suffer anything to be done on the said land which may cause damage, nuisance, annoyance or inconvenience to the occupiers of the adjacent premises of to the Authority or to the neighbourhood.

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 soil coming from any other

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buildings and land of the Authority and any other lesses 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 or any at them or any part thereof.

5. The Authority shall at all times have power, without obtaining any consent of or making compensation to the society to deal as the Authority may think fit, with 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 lands or premises any building whatsoever whether such building shall, or shall not affect or diminish the light or air which may now or any time during the term hereby granted be enjoyed by the society or the occupants of the said land or any part thereof amd also have power to permit any such buildings to be used for any purposes which the Authority may approve.

6. It is hereby agreed and declared that all moneys, sums dues and other charges payable by the society under these presents shall be demed to be arrears of rent payable in respect of the said land and shall be recoverable from the society in the same manner as arrears of land revenue as provided in the Sections 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 therof 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 convenants 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 and there upon re-enter upon and take possession of the said land and the building and other erections, fixture materials, plants, chattels and effects thereupon

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and to hold and dispose of the same as the property of the Authority a 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 rights 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 therefrom without 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 or within such extendeds period as the Authority may permit in writing the Authority shall not exercise the said right of re-entry.

8. The Authority and the Society further agees that on expiry of the lease of ninety/ninetynine years the renewal of the lease shall be at the option of the Authority and if renewed shall be for such period and on such terms and conditions as the Authority may deem fit.

9. Any notice intimation or demand required to be given or made by the Authority on the society under this deed of lease shall be deemed to be duly and properly given or made if given by the officer duly authorised 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 sufficiently served if addressed to the Vice President and Chief-Executive Officer of the Authority and delivered at his office.

10. The society shall bear and pay all costs, charges, and expenses and professional charges of and incidental to the correspondance, preparation, execution and completion of this lease in duplicate thereof incurred by the Authority including

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stamp duty registration charges, out of pocket expenses and other outgoings in relation thereto and those occassioned to the Authority by reasons of any breach of 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 Ashok Lal _____ Chief Officer, Bombay Housing and Area Development Board, Bombay for and on behalf of the Authority has been set hereunder and the seal of the Authority has been affixed and attested by the Officer of the Authority and the signature of Shri D.R. Shinde Chairman, Shri R.C. Sonewane Secretary, Shri L.H. Vispute Member for and on behalf of the society and the seal of the society have been affixed hereunto on the day and the year first herein above written under the authority of the society given to them to execute these presents, for and on behalf of the society as provided in the society's General Body's Resolution passed in its meeting held on 26th September 1992

SCHEDULE-I

All that piece or parcel of land or ground of plot situated and lying underneath and appurtenant to building No. 8 at Survey No. 181 and City Survey No. 1665 pt. at Dahisar (East). in the Registration sub- district of Bandra and District of Bombay City admeasuring 978.36 _____ Square Meters of hereabout and bounded as follows that is to say:

On or towards the North by	:	Bldg.No. 5.
On or towards the South by	:	Bldg. No.9.
On or towards the East by	:	Bldg. No.7.
On or towards the West by	:	30'.00 " Wide Road.

D.R. Shinde

R.C. Sonewane

L.H. Vispute

SIGNED SEALED AND DELIVERED by Shri Ashok Lal Chief Officer, Bombay Housing and Area Development Board Bombay in the presence of Shri R.L. Sawant Sr. Clerk Bombay Housing and Area Development Board Bombay.

The Common Seal of the Maharashtra Housing and Area Development Authority affixed in the presence of Shri D.B. Dube, Estate Manager, (Conveyance) Bombay Housing and Area Development Board who has signed in token threreof in presence of Shri R.L. Sawant Sr. Clerk B.H.A.D.B.

(Ashok Lal)
Chief Officer,
Bombay Housing
and Area Dev. Board
Bombay

2082
24/3/94

(D.B. Dube)
Estate Manager (Conve
Bombay Housing and
Area Development
Board

SIGNED SEALED AND DELIVERED BY

1. Shri D.R. Shinde Chairman

D.R. Shinde (Chairman)

2. Shri R.C. Sonawane Secretary

(Secretary) 16/1/94

3. Shri L.H. Visputc Member of the Managing Committee of the said Society who have hereunto affixed their signatures in the presence of Shri G.S. Pandlokar a member of the Society

(Member)

The Common Seal of the Rang Rekha Co-operative Housing Society. Limited is affixed in the presence of Shri R.C. Sonawane who has signed in token thereof in the presence of Shri G.S. Pandlokar a member of the Society

E.E. HOUSING POISAR DN. PLAN NO 25/93

PART LAY OUT

FOR 360 T/s UNDER L.I.G.H. SCHEME

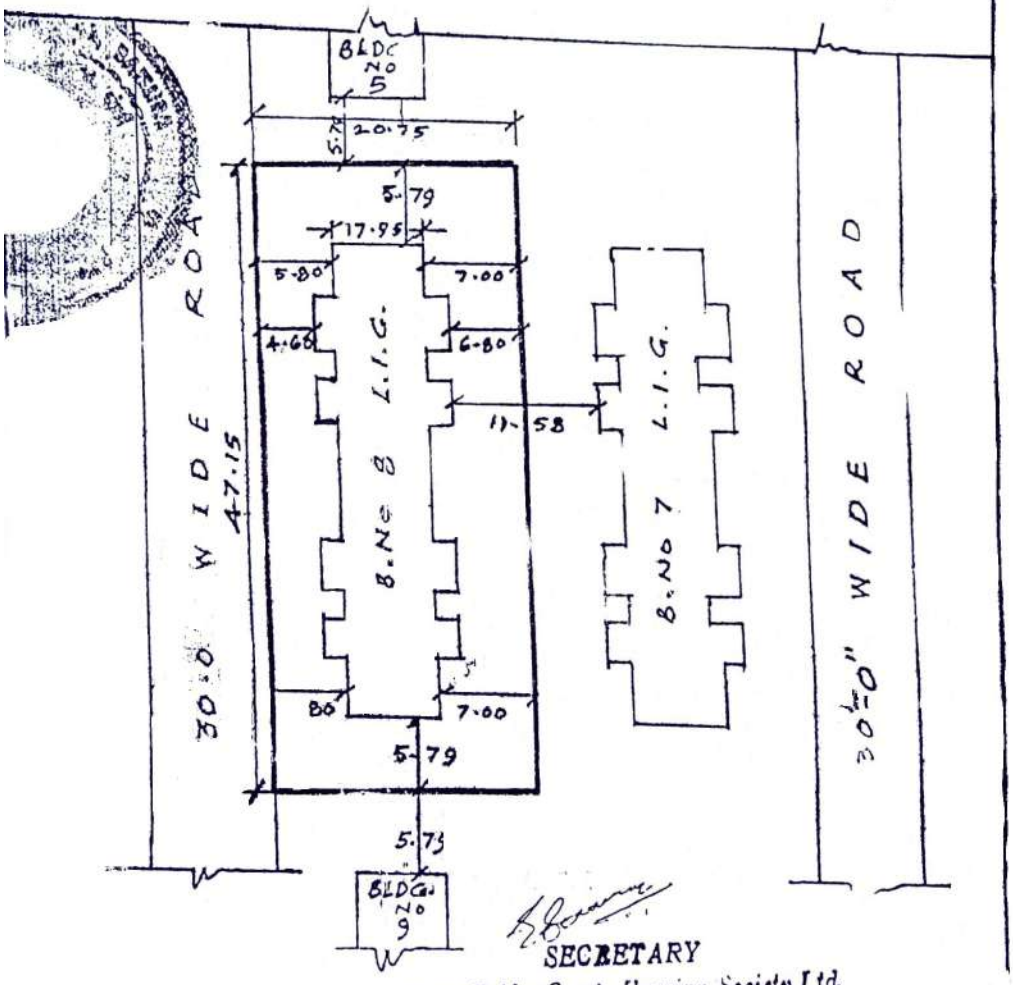
B.No 8 ON S.No 181

AT DAHISAR (C.T.S. 1166 Pt)

SCALE:- 1:500

NOTE:

LAND UNDERNEATH AND APPORTANANT TO THE BLDG. NO. 8 IS = 978.36 SQ.MT. = 10531.35 SQ.FT.
PLINTH AREA PER T/s = 427.60 SQ.FT.
CARPET AREA PER T/s = 321.25 SQ.FT.



SECRETARY
Rang Rekha Co-op. Housing Society Ltd.
Dahisar (East) Bombay-400 068.

Vice Chairman & Chief Officer
Bomday Housing Area
Development Board Bombay.

8.X.93

EXECUTIVE. ENGINEER
HOUSING POISAR DIVISION

१) श्री० जी. पी. पांडलोसकर, वय ५६ वर्षे, नोकरी, रा. ए/३०८ रंगरेखा को. ऑप हौ. सो. लि. कलेक्ट नगर, पत्र. पी रोड, दहीसर-पूर्व, मुंबई. ४०००६८ हे क्र० १ चे साक्षीदार म्हणून सही करतात.

२) श्री. जे. सी. गायकवाड, वय. ५४ वर्षे, नोकरी, रा० बी-२१२ रंगरेखा- पत्रा. वरिल प्रमाणे हे क्र. २ चे साक्षीदार म्हणून सही करतात.

हे येथे वरील दस्तऐवज करून देणाऱ्यास ओळखत असल्याचे सांगतात व त्याची ओळख देतात.

१.

२.

सह. दुय्यम निबंधक, मुंबई, वांद्रा

Registered at No. P 2069/96

Additional of Bk. No. 1 151 TO 159

Joint Sub-Registrar IV
Bombay (Bandra)

25/3/96

Duplicate of Document no

Registered at No. P. 2069/96

Additional of Bk. No. 151 TO 159

Joint Sub-Registrar IV
Bombay (Bandra)

25/3/96

164-96

अनुक्रम नंबर फी-लेजर

सन १९९४ च्या ....६.... वर्षा ....६.... महिन्याच्या ....७.... तारखेस ....१४..... प वाजण्याच्या दरम्यान सह. दुय्यम निबंधक, वांद्रे यांच्या कार्यालयात हजर होता.

SECRETARY

साक्षीलप्रमाणे फी मिळाली

	नोंदणी	रु.	पैसे
	शेरे		
	नक्कल		
	फोलिओ.		
	रुजवात		
	फाईलिंग		
	टपाल		७०
	एकूण	७०	

सह. दुय्यम निबंधक, क्रमांक IV
मुंबई (वांद्रे)

सह. दुय्यम निबंधक, क्रमांक IV
मुंबई (वांद्रे)

१) कु० आ. वि. शिंदे, वय. ५२ वर्षे, नोकरी, रा० ८/२९३ रंगरेखा को. आ. हौ. सो. लि. शांतु नगर, एल. बी. रोड, दहिसर पूर्व, मुंबई. ४०००६८.

२) श्री. आर. वि. सोनावणे, वय. ५८ वर्षे, निवृत्त, रा. ८/२८५ रंगरेखा -पत्ता वरिल प्रमाणे.

३) श्री. [illegible] वय. ५० वर्षे, नोकरी रा० ८/२९१ रंगरेखा पत्ता वरिल प्रमाणे.

क्र. १ ते ३ हे मे. रंगरेखा को. आ. हौ. सो. लि. तर्फे क्र. १ चे चेअरमन क्र. २ चे सेक्रेटरी क्र. ३ चे मेंबर यांचेवतीने सही करतात.

क्र. ४. श्री. वि. वि. दुबे. वय ६० वर्षे, राहाणार रंग|३५५
राजेंद्र नगर - बोरिवली - पूर्व. मुंबई. ४०००. यांचे

क्र. ४. हे मे. महाराष्ट्र गृहनिर्माण व क्षेत्र विकास प्राधिकरणातर्फे मिळकत हस्तांतरणाचे मुख्य श्री. अशोक मोरे मुख्य अधिकारी / मुंबई मंडळ, यांच्यातर्फे मुखत्यार म्हणून सह. दुय्यम निबंधक, मुखत्यार नामा करित क्र. ७९१९३.

.....दस्तऐवज करून देणारा

तथाकथित .....दस्तऐवज करून दिल्याचे कबूल करतात.

RANG REKHA CO-OP. HSG. SOCIETY LTD. REG. NO. BOM/HSG/4301/1974 DAHISAR (E), MUMBAI

D. R. Shinde

Chairman

Secretary

Treasurer