

LEASE DEED

(Form D as Prescribed)

between

THE ADARSHA CO-OPERATIVE HOUSING SOCIETY LTD.,

MALAD, BOMBAY-61.

and

*Shri. Dhurubhai T. Shah*

In Respect of Plot No. 13

Date

*7<sup>th</sup>*

Month

*June*

Year 1968

# The Adarsh Co-operative Housing Society Ltd.

Marve Road, MALAD (Bombay)

Ref. No.

Date May 2, 2007/98

To,  
The Manager,  
State Bank of India,  
Mindspace Branch,  
Malad (West),  
Mumbai - 400064

Dear Sir,

**Sub.: NOC for mortgaging of premises at Plot No. 13, Adarsh Co-op. Housing Society Ltd., Ramchandra Lane Extension, Malad (W), Mumbai - 400064 by Smt. Indra Shantilal Jain in favour of State Bank of India, Mindspace Branch, Malad (West), Mumbai - 64.**

On the request of Smt. Indra Shantilal Jain vide letter dated 22.11.2006, we hereby confirm that our above society is registered and having registration no. B-527 of 1948 dated 26.10.1948 and we confirm that Smt. Indra Shantilal Jain is a member of our society having Share Certificate No. 21 dated 04.12.1948 for Five shares of Rs. 50/- each distinctive nos. 101 to 105 (both inclusive) having transferred in her name. The said plot is admeasuring 60' x 80' being 533.33 sq. yards.

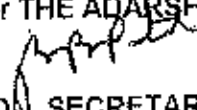
We further confirm that the said Plot No. 13 and the building thereon are not subject to any encumbrance, charge or liability of any kind whatsoever. We further confirm that the title to the said property is free and marketable.

We have no objection if Smt. Indra Shantilal Jain is creating a mortgage on the said Plot No. 13 in your favour to secure the financial facilities sanctioned in favour of M/s. Varsha Corporation Ltd., in which she is one of the Director.

We have no objection to registering your charge in our records. We further confirm that once the charge is registered in your favour in our record, we will not transfer the said plot no. 13 to any person without your permission in writing till full repayment of the financial facilities are made by the company.

Thanking you,  
Yours faithfully,

For THE ADARSH CO-OP. HSG. SOC. LTD.,

  
HO. SECRETARY

CC to: SMT. INDRA SHANTILAL JAIN



धो विनिर्दिष्ट न हो तत्परमाणुपर

परमनाम धारक धारक विनिर्दिष्ट

23 DEC 1997

संलग्न धारक विनिर्दिष्ट न हो तत्परमाणुपर

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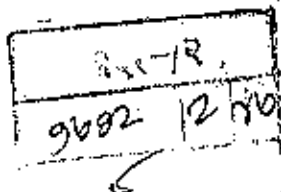
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# DECLARATION

I, SMT. 'INDRA SHANTILAL JAIN, adult Indian Inhabitant of Bombay do hereby state and declare on solemn affirmation as under:

I say that I am in use, accupation and possession and or otherwise well and sufficiently entitled to a plot bearing Plot No.13, area admeasuring <sup>480.43</sup> ~~533.33~~ sq.years equivalent to 401.7 sq.mtrs. with the structure standing thereon bearing City Survey No.720,720/1 situate lying and being at village malad (north) Taluka Borivali. I say that I acquired the said property from Smt.Vasantaben A. Shah for a sum of Rs. 39507.51 by way of adjustment of partnership Deed dated 15th JULY 1974, hereinafter called

..2/-



:: 2 ::

the 'said property'.

I say that I am the Lessee of the above said property and the Adarsh Co-operative Housing Soc. Ltd. Malad, is the lessor.

I say that I am paying lease rent a sum of Rs.1/- to the Society and municipal taxes the sum of Rs. 299 /- per month in respect of the said property. I say that the said Society viz. Adarsh Co.Op.Housing Soc. Ltd. has issued the Share Certificate bearing Share Certificate No.21 in my name on dated 27th March 1974. I say that in the records of property register card my name is shown as 'Lessee' in respect of the said property.

I am making this declaration for making payment of necessary stamp duty in respect of the said property and also the facts to be recorded in the records of registration.

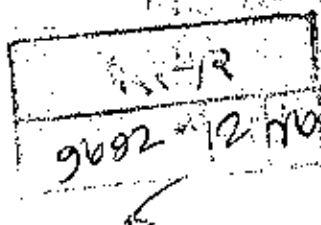
Date 24-4-98

SMT. INDRA SHANTILAL JAIN

इन्द्रा जैन

DEPENDENT





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Date 24-4-98

SMT. INDRA SHANTILAL JAIN

इ.श. जैन

DEPENDENT

सन १९९० के २० दिनांक  
 २० दिनांक १९९०  
 २० दिनांक १९९०  
 निबंधक बांदा बांदा कार्यालयत हजर  
 केला.

इन्द्रा जैन

सह दुग्धस निबंधक दोरिषजी  
सवाई डयलगर जिल्ला

कालील्ल्याचें की दिवाळी  
५. ६.

लेखिका  
 पते  
 न. २८० (कि. २८०)  
 स. १६  
 प. १४  
 ट. १४  
 १४०

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अ. १६९ इ. २०. १६. २१ विद्यापीठ (पुणे)



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\*\*\*\*\* इच्छाविषय करून देणावा.

प्राप्तित १३/१२/१० दस्तावेज  
बाल विधवा केवल कराल,

571 जैन

1) प्रविष्ट अंक 25 जेथका मूली जे 25 मध्ये

2) रिक्त अंक 5 मध्ये

६. दोनो करील महामेवळ पकव  
द्विजा-बाळ, भोवतण लवक्याने बांधवाड  
७. लवकी ओवळ वेत्या.

साह पुण्य विरंचक वीरिणी  
सुखी नमनग विरंचक

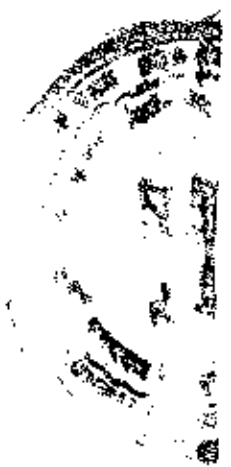
बाजार मूल्य रु 30406/- निर्यात कर  
 कमी पहिलेले मुद्रांक शुल्क रु 8300/- बंध 50/-  
 नोंदणी फी रु — चलन क्रमांक 2 दिनांक 24/11/95  
 अन्वये घसुल केले आहे.

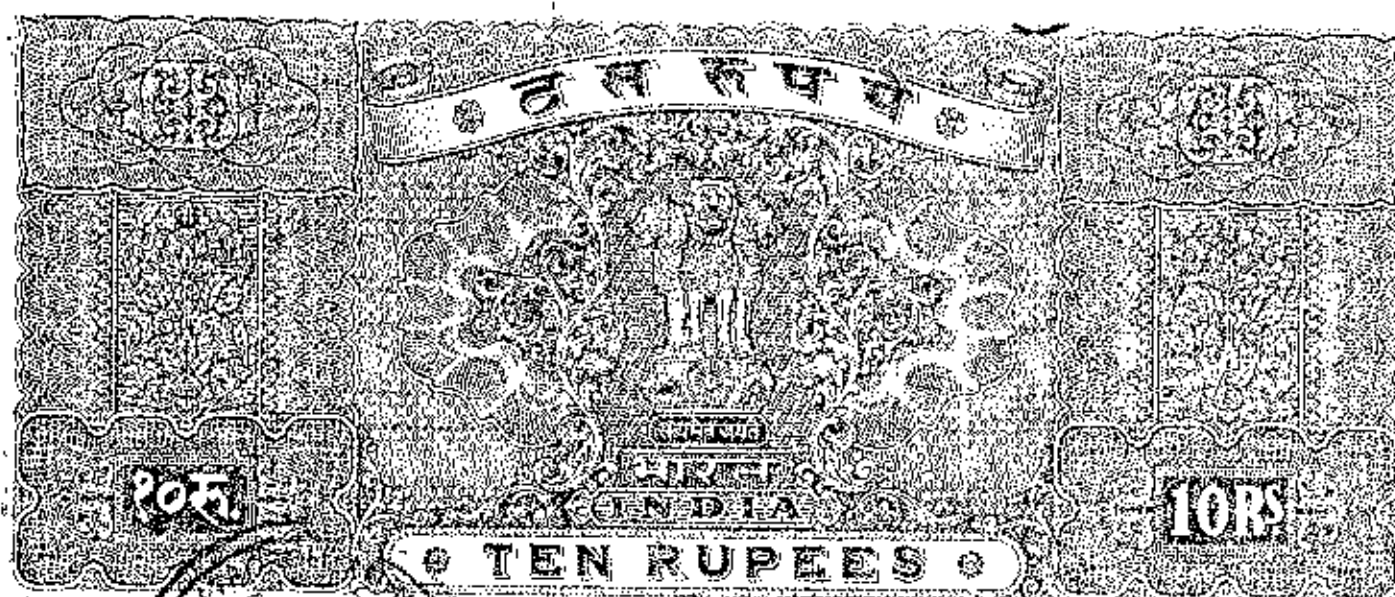
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सह. दुग्धम निबंधक,  
 सुवई उपनगर जिल्हा



पुस्तक क्रमांक 1 क्रमांक पर  
 नोंदणी दिनांक 26/11/95  
 सह. दुग्धम निबंधक बोरीवडी  
 सुवई उपनगर जिल्हा





कमाक  
प्रभात मुद्रा कालिय, मुद्रा  
CO.

मुद्रा कालिय मुद्रा

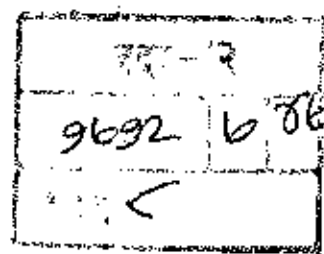
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THIS AGREEMENT made and entered into at Bombay this 1st day of July, 1989, between (1) M/S. VARSHA INDUSTRIES, a Partnership firm registered under the Indian Partnership Act, 1932, (hereinafter referred to as a 'FIRM') through its partners (a) SHRI NOPAJI LAKHMAJI JAIN, (b) SHRI JAVERCHAND NOPAJI JAIN, and (c) SMT. INDRA SHANTILAL JAIN and (2) VARSHA POLYPRODUCTS PVT. LTD. a Company incorporated and registered under the Companies Act 1956, (hereinafter referred to as a 'COMPANY') having its registered office at 13, Adarsh Society, Ramchandra Lane, Malad(West), BOMBAY-400 064 through its Director SHRI SHANTILAL J. JAIN.

WHEREAS the firm M/s. Varsha Industries is carrying on the business of manufacturing and processing of Plastic articles and also engaged in dealing in Plastic Raw Material and having its Factory situated at 13, Adarsh Society, Ramchandra Lane, Malad(W), BOMBAY-400 064 and office at 212, Rowa Chambers, 31, New Marine Lines, BOMBAY-400 020.

AND WHEREAS, the Company is registered with one of its main objects to take over the running business carried on by the firm M/S. VARSHA INDUSTRIES. AND WHEREAS the firm has agreed to assign



and transfer its right, title and interest in the said business carried on in the name and style of M/S. VARSHA INDUSTRIES as a going concern together with all its assets and liabilities along-with Goodwill, Factory Building, Premises, Stock-in-Trade, Machinery, Furniture, Fixtures and other articles and things pertaining to and used in connection with the said business on and from 1st day of July, 1989. AND WHEREAS the Company M/S. VARSHA POLYPRODUCTS PVT. LTD. has agreed to take over and do hereby take over the running business of M/S. VARSHA INDUSTRIES on and from 1st day of July, 1989 on the terms and conditions hereinafter contained. AND WHEREAS the parties hereto are desirous of reducing the terms and conditions in writing, NOW THEREFORE THIS INDENTURE WITNESSETH as under:-

(1) That the firm hereby agrees to assign and transfer all its right, title and interest in the said business of M/S. VARSHA INDUSTRIES to the Company including its Goodwill, Property and Assets whether movable or immovable, tangible or intangible at the value stated in the Schedule annexed hereto and it is hereby expressly agreed by and between the parties that the firm shall have no claim or right of whatsoever nature in the property and assets of the firm but, the Company alone shall have right, title and interest in the said property and assets transferred or expressed so to be unto the use of the Company and its interest absolutely.

(2) The firm doth hereby covenants with the Company that it has not made, committed or omitted or knowingly or wilfully suffer for being party to any act, deed, matter or thing whereby, Goodwill and Assets hereby transferred and assigned or expressed so to be or any of them or any part thereof are, is, can or may be impeached or affected or encumbered in title or otherwise howsoever and the firm shall not any time or times hereinafter do or execute or knowingly or wilfully suffer any act, deed or things whereby or by means whereof the Company is prevented from receiving any taking to and for its own benefit and means whereof the Company shall be



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(3) That the firm hereby agrees to transfer all the rights in the factory, land and building and lease of land and property and also the book and other debts and rights in the contracts of the said business which are more particularly described in the books of account and other books which have been delivered to the Company and also all office furniture, fixtures, equipments, machineries, vehicles, dyas, moulds, stock-in-trade as on 30th June, 1989.

(4) The firm hereby agrees to transfer to the Company beneficial interest of the firm in the said business of M/S. VARSHA INDUSTRIES and also the book and other debts to which the firm is now entitled on account of the said business with all the securities for the said debts in the full benefit of all contracts entered into with or the orders given to the firm in connection with the said business and also all the stock-in-trade, goods, fittings, articles and things, import licences, NOC for Directorate of Industries, registration under Small Scale Industries, quota rights, permits and other rights etc. belonging to the firm related to the said business to hold the same to the Company absolutely and now the Company only shall be the absolute owner of the same.

(5) That the firm and its partners shall sign, execute and deliver all the documents as may be required by the Company in order to transfer the assets and properties whether tangible or intangible in the name of the Company.

(6) It is hereby expressly agreed by and between the parties that all the liabilities and obligations incidental to the business carried on by M/S. VARSHA INDUSTRIES such as Income-tax, Sales-tax, Labour and any other liabilities shall be discharged and paid by the Company. However, in case of any refunds, received for the period up to the date of take over the same shall be paid to the partners of the firm M/S. VARSHA INDUSTRIES in their profit sharing ratio.



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(7) It is hereby expressly agreed that the excess of assets over the liabilities taken over by the Company as per Schedule annexed, shall be considered as consideration for take over of the running business of the firm M/S. VARSHA INDUSTRIES which, shall be discharged either in cash or by issue of equity shares and/or both of the Company as may be mutually agreed by and between the parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREINUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY AND YEAR FIRST HEREINABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED by  
the withinnamed (a) SHRI NOPAJI  
LAKHAMAJI JAIN, (b) SHRI JAVERCHAND  
NOPAJI JAIN, (c) SMT. INDRA  
SHANTILAL JAIN, all Partners, for  
and on behalf of the firm  
M/S. VARSHA INDUSTRIES in  
the presence of .....

For Varsha Industries.

*[Signature]*

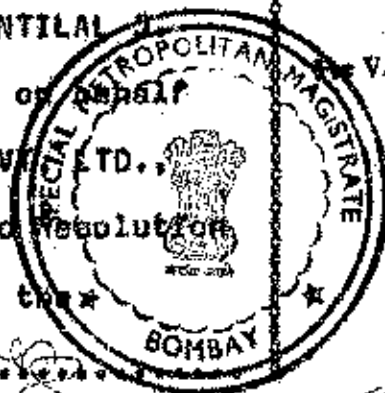


*[Signature]*

Partner.

L.H.T.I. of Nopaji Lakhamaji Jain

SIGNED, SEALED AND DELIVERED by  
the withinnamed SHRI SHANTILAL  
JAIN a Director, for and on behalf  
of VARSHA POLYPRODUCTS PVT. LTD.,  
in pursuance to the Board Resolution  
passed to the effect, in the  
presence of .....



VARSHA POLYPRODUCTS (P.) LTD.

DIRECTOR

S. K. KAMBLE,

*[Signature]*  
Special Metropolitan Magistrate  
Bombay



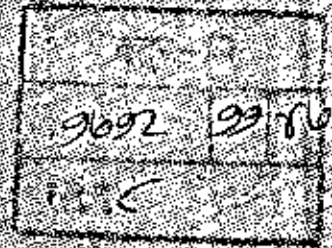
अनुसूचि 'द'

(कलम १३३)

इमारतीच्या जागांसाठी सनदेचा नमुना



महाराष्ट्र सरकार



आवडी अडकवारी गट जागिरी जमिनी

यांचे

ज्याअधी, राज्य सरकारने जमीन महसूल अधिनियमासाठी व जमिनीच्या संस्थांतील मालकी हक्काची व इतर हक्काची नोंद करणे व ते राखून ठेवणे या हेतूने, मुंबई जमीन महसूल अधिनियमाच्या उपबंधांनुसार मुंबई अधिनियम १३३१ च्या अटील जमिनीची मोजणी करण्याविषयी निर्देश दिला आहे व तत्पर्यंतची आवश्यक कामे चौकशी करण्याचा आदेश दिला आहे त्याअधी, उक्त अधिनियमाचे कलम १३३ अन्वये ही सनद खात्री नमूद केल्याप्रमाणे देण्यात आली आहे. नमुनेचे—

जमिनीच्या तुकडी तुकड्या पहिलादीत आहे व या नकशाची कार्यक्षम नमुना जो नकाशा जागिरीच्या जमिनीच्या तुकड्याच्या नोंदीचा नंबर आहे त्याने स्वफळ नुसार ३३२२ नोंद मध्ये आहे व त्याची आकृति नकाशा-२२ पुढे दिल्याप्रमाणे आहे.



याद्वारे, तुम्हास सर्व जमीन महसुलाची मागील देऊल किंवा दरमाल बसविणेवर स्पष्ट जमीन महसूल भरण्यास जमीन देवून उक्त अधिवाट तुम्हाच्याकडे कायम करण्यात येत आहे.

तुम्हा या सत्ताप्रकरणाच्या अटी अन्वये आहेत की, तुम्हाची अधिवाट हस्तांतरयोग्य व वसतीपरमात असेल आणि सदर अधिवाटीचा विक्रीवली हो की, कायदेशीर धारक होईल त्याप्रमाणे ती, तत्पर्यंतच्या हक्कांनुसार कोणतीही हक्क किंवा आक्षेप न घेता राज्य सरकारकडे वहादू देण्यात येईल. परंतु केवळ या अटीस अधीन राखून की त्याबाबत मुंबई जमीन महसूल अधिनियम किंवा त्या त्या नोंदी अन्वयेत कोणत्याही विविध खात्या उपबंधानुसार दरमाल उक्त जमीन महसूल दिला पाहिजे आणि

याची मुदत संपल्यानंतर आणि तदन्तर याच्या जमिनीच्या मूळमालकी सदर जमिनीच्या आकाराच्या रकमे फरकवातपी करून घेण्याची जबाबदारी राहिल, तसेच तुम्हाकडील उक्त आकारणी भरण्याची वेळ व रीत याबाबत जमिनीच्या अन्वयेत कोणत्याही विधीच्या उपबंधांचे पालन करण्याबद्दल जबाबदारी असेल, तसेच विविध अन्य आवश्यक जमिनीच्या मालकी उक्त आकारणीची रक्कम भरण्याची मुदत कलम १३३ अन्वये, उक्त अधिवाट व अधिवाटीची संबंधित असलेले सर्व हक्क व हितसंबंध सरकारकडे जाण्यास मान्य ठरतील.



जिल्हा मजिस्ट्रेट (१) मुंबई-२

G. O., R. D., No. 12153 of 7-12-14.

G. M., R. D., No. MSC-RD-1058/164531-W of 22-10-38.]

G. L., R. D., No. O/12889-C, dated 22-3-69.]

## SCHEDULE "H"

(Section 133)

## Form of Sanad for Building Sites



## THE GOVERNMENT OF MAHARASHTRA

To

WHEREAS the State Government, with a view to the settlement of the land revenue and the record and preservation of proprietary and other rights connected with the soil, has under the provisions of the Bombay Land Revenue Code, directed a survey of the lands within the \_\_\_\_\_ of \_\_\_\_\_, and ordered the necessary inquiries connected therewith to be made, this Sanad is issued under Section 133 of the said Code to the effect that—

There is a certain plot of ground occupied by you in the \_\_\_\_\_ division of the \_\_\_\_\_ of \_\_\_\_\_ register No. \_\_\_\_\_ in the map marked sheet \_\_\_\_\_ No. \_\_\_\_\_ containing about \_\_\_\_\_ and facing towards the \_\_\_\_\_ the road leading from \_\_\_\_\_ to \_\_\_\_\_ containing about \_\_\_\_\_ Square metres and of the following shape and about the following dimensions—

You are hereby confirmed in the said occupancy exempt from all land revenue or subject to the payment of Rs. \_\_\_\_\_ per annum to the land revenue.

The terms of your tenure are such that your occupancy is both transferable and heritable, and will be continued by the State Government without any objection or question as to title to whosoever shall from time to time be its lawful holder subject only to the condition of the payment annually of the above land revenue according to the provisions of the Bombay Land Revenue Code or of any other law for the time being in force and to the liability to have the said rate of assessment revised at the expiration of a term of \_\_\_\_\_ years reckoned from the \_\_\_\_\_ and thereafter at successive periods of \_\_\_\_\_ years in perpetuity and to the necessity for compliance with the provisions of the law from time to time in force as to the time and manner of payment of the said assessment, and to the liability of forfeiture of the said occupancy and of all rights and interests connected therewith in case of your failure to pay the said assessment as required by law.

Collector.

(कालस रचने)



सत्यमेव जयते

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श्रीस,

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and work



विशेषज्ञिष्ठ निम्न

शुद्धि धर्मिण्य (१) मुम्बई नवम्बर ६, १९५५

G. O., R. D., No. 12163 of 7-12-41.

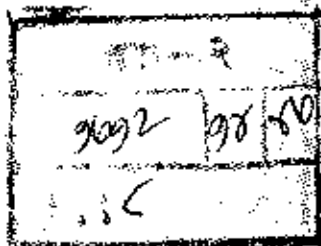
G. M., R. D., No. MSC-BD-1038/184931-W of 24-10-53.)

G. L., R. D., No. O/12889-C, dated 22-3-63.)

## SCHEDULE "H"

(Section 133)

## Form of Sanad for Building Sites



## THE GOVERNMENT OF MAHARASHTRA

To

WHEREAS the State Government, with a view to the settlement of the land revenue and the record and preservation of proprietary and other rights connected with the soil, has under the provisions of the Bombay Land Revenue Code, directed a survey of the lands within the \_\_\_\_\_ of \_\_\_\_\_ and ordered the necessary inquiries connected therewith to be made, this Sanad is issued under Section 133 of the said Code to the effect that—

There is a certain plot of ground occupied by you in the \_\_\_\_\_ division of the \_\_\_\_\_ of \_\_\_\_\_, in the map marked sheet \_\_\_\_\_ No. \_\_\_\_\_, register No. \_\_\_\_\_, and facing towards the \_\_\_\_\_ the road leading from \_\_\_\_\_ to \_\_\_\_\_ containing about \_\_\_\_\_ Square metres and of the following shape and about the following dimensions:—



You are hereby confirmed in the said occupancy exempt from all land revenue or subject to the payment of Rs. \_\_\_\_\_ per annum to the land revenue.

The terms of your tenure are such that your occupancy is both transferable and heritable, and will be continued by the State Government without any objection or question as to title to whosoever shall from time to time be its lawful holder subject only to the condition of the payment annually of the above land revenue according to the provisions of the Bombay Land Revenue Code or of any other law for the time being in force and to the liability to have the said rate of assessment revised at the expiration of a term of \_\_\_\_\_ years reckoned from the \_\_\_\_\_ and thereafter at successive periods of \_\_\_\_\_ years in perpetuity and to the necessity for compliance with the provisions of the law from time to time in force as to the time and manner of payment of the said assessment, and to the liability of forfeiture of the said occupancy and of all rights and interests connected therewith in case of your failure to pay the said assessment as required by law.

Collector.

सहयोगी रजिस्टर कार्डोत्प्रेषण उत्तरा

दिनांक ११/११/५७ पत्रिका नं० ३५३-९

| सहयोगी नं० | पत्रिका नं० | पत्रिका प्रकार | सहयोगी नं० व पत्रिका प्रकार का अर्थ |
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| ५२०        | ३५३-९       | ९              | १००-०० १-०-५७                       |

सहयोगी नं०

१२ ६८ ग्राम सभा के अध्यक्ष का नाम :-

ग्राम सभा का नाम (वैधानिक रूप से नाम) :-

सहयोगी नं० ५२०

पत्रिका

[सहयोगी नं० ५२०]

११-११-५७  
१००-००  
१-०-५७



| सहयोगी नं० | पत्रिका नं० | पत्रिका प्रकार | सहयोगी नं० व पत्रिका प्रकार का अर्थ | सहयोगी नं० |
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| ५२०        | ३५३-९       | ९              | १००-०० १-०-५७                       | ५२०        |

सहयोगी नं० ५२०

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*[Handwritten signatures and stamps are visible over the typed text.]*

1954年12月10日

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| क्र.सं. | व्य.सं. | व्य.सं.सं. | नवीन आरम्भ करणारा (आ), पट्टांतर (प), खर्चता इतर योजना असणे (ख) | यादीविलेख संदी |
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सत्य प्रतिनिधि

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10. M. S. O. No. 1852/1950 dated 18.11.50

मालमसेवा समित्त कर्मचारी उलगा

संख्या १८२३३

आदेशा ६

मालमसेवा समित्त कर्मचारी उलगा

संख्या १८२३३

५०.०१.५०

संख्या १८२३३

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वसिष्ठदास दास :-

मालमसेवा समित्त कर्मचारी उलगा :-

संख्या १८२३३ (कर्मचारी उलगा समित्त कर्मचारी उलगा)

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५०.०१.५०

# The Adarsh Co-operative Housing Society, Ltd. Malad (Bombay).

REGISTERED UNDER THE  
CO-OPERATIVE SOCIETIES ACT, VII OF 1925  
Capital Rs. 50,000 divided into 1000 Shares of Rs. 50 each

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Member's Register No. 21

Share Certificate No. 1000

to Certify that Mrs. Kamalabehn Gordhanbhai

is the Registered Holder of ( 5 ) Five  
Shares of Rupees (50) fifty each numbered from 101 to 105  
issued in the Adarsh Co-operative Housing Society Ltd., Malad,  
subject to the Bye-Laws of the said Society, and that upon each  
such Shares the sum of Rupees Fifty has been paid.

Given under the Common Seal of the said Society at Malad

14<sup>th</sup> day of ~~September~~ December 1946.



B. J. Patel  
C. M. Patani  
H. G. Gaudhi

Chairman,

Hon. Secretary,

Member of the  
Committee.

# Memorandum of Calls Paid.

| Date      | Amount of Call | Chairman    | Hon. Secretary | Member of the Committee |
|-----------|----------------|-------------|----------------|-------------------------|
| 4-12-1948 | 250/-          | B. J. Patel | Chaitani       | H. G. Gaudhi            |



## Memorandum of the transfer of the within Shares

| Date    | Register No. | Transferee                    | Chairman    | Hon. Secretary |
|---------|--------------|-------------------------------|-------------|----------------|
| 3-11-63 |              | Laxmanbhai Raisi Diksha       | Jaswanti    | B. J. Patel    |
| 17-3-64 |              | Dinabhai S. Shukla            | Jaswanti    | B. J. Patel    |
| 11-7-71 |              | Yashwantiben Natvarlal Shukla | S. S. Patel | B. J. Patel    |
| 29/5/74 |              | Indira Jain                   | S. S. Patel | B. J. Patel    |

# INDIA NON JUDICIAL

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एक सौ रुपये ONE HUNDRED RUPEES

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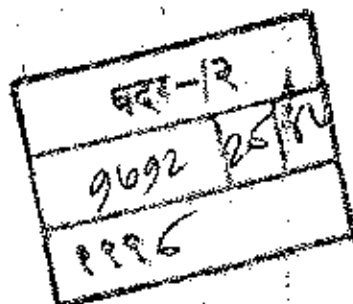
11 JUL 1974

*P. J. ...*  
INCOME-TAX DEPARTMENT  
MEMORANDUM  
20-11-74  
BOMBAY

THIS DEED OF RETIREMENT is made and entered into at Bombay, this 16th day of July, 1974, BETWEEN (1) SHRI NOPAJI LAKHMAJI JAIN, (2) SHRI JAVERCHAND NOPAJI JAIN, and (3) SMT. INDERA SHANTILAL JAIN, all Adults, Hindu Inhabitants of Bombay, hereinafter collectively referred to as the continuing partners of the FIRST PART (which expression shall mean and include their heirs, executors, administrations and assigns) and (1) SHRI JAYANTILAL TALAKCHAND SHAH, (2) SHRI PEJRAJ DEVICHAND JAIN, (3) SHRI BABULAL MISHRIMAL JAIN, and (4) SMT. VASANTIBEN NATVARLAL SHAH, all Adults, Hindu Inhabitants of Bombay, hereinafter collectively referred to as the retiring partners of the SECOND PART (which expression shall mean and include their heirs, executors, administrations and assigns).

WHEREAS the parties hereto were carrying on business in partnership as per the terms and conditions laid down in

P.T.O.



- 2 -

an indenture of partnership executed by the parties hereto on 15th day of July 1974 AND WHEREAS there are certain difference in respect of administration and management of the Partnership Business AND WHEREAS the Retiring Partners of the Second Part expressed their desire to retire from the said Partnership Business immediately AND WHEREAS the Retiring Partners of the Second Part have retired from the said Partnership Business on and from 16th day of July, 1974 AND WHEREAS the parties hereto are desirous to record into writing the terms and conditions upon which the continuing partners continue the said business and the retiring partners retire from the said business THIS DEED OF RETIREMENT now witnesseth as under:-

- (1) The retiring partners hereby confirm that they have retired from the said partnership business of "M/S VARSHA INDUSTRIES" on and from Ashad Vadi 11th, S.Y. 2030, i.e. on and from 16th day of July, 1974.
- (2) The Retiring ~~Partners~~ Partners hereby agree that they shall not object to the continuing partners carrying on the said business in the name of "M/S VARSHA INDUSTRIES".
- (3) The parties hereto agree that they have completed the books of accounts and final amounts due to the retiring partners as on 16th day of July 1974, and that there is no dispute whatsoever in respect of the accounts and the Balance

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1974

1974, is attached to THIS DEED OF RETIREMENT and marked as "ANNEXURE - A".

(4) The continuing partners hereby agree to pay to the retiring partner the total sum of Rs.9,000/- (Rupees Nine Thousand only) in consideration of foregoing all their rights in the said partnership business as and by way of Good-will.

(5) It is agreed by the retiring partners hereto that they have handed over the partnership business and all the assets and liabilities as appearing in the Balance-sheet attached to this Deed of Retirement and marked as "Annexure-A" and that they have no right, claim, interest or title in any of the assets of the Partnership Business.

Likewise, the Retiring Partners are not liable for any act or thing done by the continuing partners on and from the date of retirement of the Retiring Partners.

The Continuing partners hereby agree to indemnify the Retiring Partners against any loss or from all actions, proceedings, costs, claims and demands in respect of liabilities appearing in the Balance sheet and not fulfilled by the continuing partners.

(6) The continuing partners hereby confirm of having received the books of accounts duly completed from the commencement of the partnership business upto the date of retirement of the retiring partners and agree to attend before Income-tax and Sales-tax Authorities and complete the assessments.

(7) The parties hereto confirm that there is no liability other than those recorded in the said Balance-sheet and it is further agreed that if any liabilities found at a future date other than those mentioned in the Balance sheet, the same shall be borne by the partner who has signed that paper.

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- 4 -

which  
(8) The lease of the plot on the factory is standing stands in the name of Smt. Vasantben N. Shah, one of the partners and the same shall be transferred in the name of Smt. Indra Shantilal Jain, one of the continuing partners.

~~(9)~~ The liability of Smt. Vasantben N. Shah for the said purpose shall be restricted only with signing the required papers for transfer of the said lease of the plot in the books of the Society to Smt. Indra Shantilal Jain.

(9) The retiring partners of the Second Part hereby confirm having received their amount in full on or before the retirement after retaining the total amount of Rs.10,000/- as and by way of deposit as mentioned in the Balance-sheet attached to this Deed of Retirement.

The amount of Rs.10,000/- kept as and by way of Deposit shall not bear any interest.

(10) The Income-tax and Sales-tax payable upto the date of retirement and any other liability for expenses etc. and not provided in the Balance-sheet shall be paid by the continuing partners by debiting proportionately to the deposit account of the depositors.

Likewise, if any refund is received for the period upto the date of retirement of the retiring partners shall be received by the continuing partners and credited proportionately to the Deposit Accounts of the Retiring Partners.

(11) The final amount standing to the credit of the Deposit Account of the Retiring partners shall be paid by the continuing partners, no sooner all the liabilities upto the date of retirement are ascertained and paid off.

Likewise, retiring partners hereby agree to pay to the continuing partners if there is any debit balance to the deposit account of the retiring partners on making

the payments of the liabilities upto the date of retirement.

The retiring partners hereby agree to indemnify the continuing partners in respect of such Debit Balance.

(11) Each of the parties hereto and the continuing partners shall sign and execute all instruments, documents and other papers, the continuing partners may require for completing the work of the Partnership Business upto the date of retirement.

(12) The original of this Deed of Retirement is executed on stamp paper of Rs.100/- and the copy thereof on stamp paper of Rs.5/- each.

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

Signed, and delivered by the within-named Shri Nopaji Lakhmajji Jain, Shri Javerchand Nopaji Jain and Smt. Indra Shantilal Jain, the Continuing parties of the FIRST PART in the presence of .....

*Signature*

Signed, and delivered by the withinnamed Shri Jayantilal T.Shah, Shri Tejraj D.Jain, Shri Babulal M.Jain and Smt. Vasantben N.Shah, the Retiring Parties of the SECOND PART in the presence of .....

*BS Babulal M. Jain*

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- X 1) *नोपाजी लखमजी*
- X 2) *जवेरचंद नोपाजी*
- X 3) *इंद्रा जैन*
- X 1) *जयंतिलाल*
- X 2) *तेजराज देवचंदजी*  
*Surana*
- X 3) *Babulal M. Jain*  
*Talwar*
- X 4) *वसंतबेन नारायण*  
*Shah*

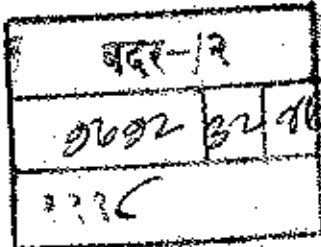
DATED 16TH DAY OF JULY, 1974.

M/S Varsha Industries, Bombay - 64.

LIABILITIES

ASSETS

|                              |                    |                                   |                    |
|------------------------------|--------------------|-----------------------------------|--------------------|
| mt. Vasantben N. Shah        | 3,500.00           | Good-will                         | 15,000.00          |
| Shri Jayantilal T. Shah      | 2,000.00           | Cash with Dena Bank               | 8,404.68           |
| Shri Tejraj D. Jain          | 2,500.00           | Machinerics                       | 25,793.82          |
| Shri Babulal M. Jain         | 2,000.00           | Factory construction              | 31,092.28          |
| Shri Nopaji Lakhmaji         | 27,000.00          | Furniture & Fittings              | 433.95             |
| Shri Javerchand Nopaji       | 13,000.00          | Electric fittings                 | 332.92             |
| mt. Indra S. Jain            | 35,000.00          | Water Tank                        | 1,480.23           |
| Shri Shantilal Jhaverchandji | 21,000.00          | Bombay Municipal Corpn.           | 175.00             |
| Shri Jaravi Jhaverchandji    | 5,000.00           | Bombay Suburban Elec. Supply Ltd. | 2,258.00           |
|                              |                    | Fire Goods Equipments             | 436.38             |
|                              |                    | Bombay Telephones                 | 3,104.00           |
|                              |                    | Cycle A/c                         | 183.04             |
|                              |                    | Stock on hand                     | 22,263.01          |
|                              |                    | Cash on hand                      | 42.69              |
|                              | <u>1,11,000.00</u> |                                   | <u>1,11,000.00</u> |



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व्यापारी व मालिक

जन्मसमय नोपान

इन्द्रा जैन

श्री. श्री. श्री.

Tejraj Devichandji Surana

Rahulji. M. N. Kishore.

ए. एस. एन. जैन

# INDIA NON JUDICIAL

१००५

RS 100

एक सौ रुपये ONE HUNDRED RUPEES

हस्त

11 July 1974

J. S. Gulharia

INCOME-TAX & SALES-TAX CONSULTANT

High-Place, 2nd Floor,

Room 2, 1st Floor, Bombay, India

THIS DEED OF PARTNERSHIP is made and entered into

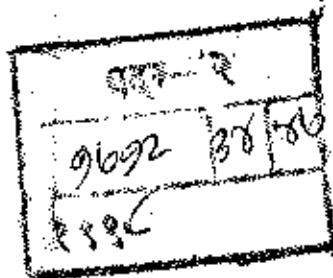
at Bombay, this 15th day of July, 1974, BETWEEN (1) SHRI JAYANTILAL TALACHAND SHAH, Adult, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the FIRST PART (which expression shall mean and include his heirs, executors,

administrators and assigns, (2) SHRI TEJRAJ DEVICHAND JAIN, Adult, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the SECOND PART (which expression shall mean and include his heirs, executors, administrators and assigns,

(3) SHRI BABULAL MISHRINAND JAIN, Adult, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the THIRD PART (which expression shall mean and include his heirs, executors, administrators and assigns, (4) SMT. VASANTBEN NATVARLAL SHAH, Adult, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the FOURTH PART (which expression shall mean and include her heirs, executors, administrators

and assigns, (5) SHRI NARAJI LAKHMAJI JAIN, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the FIFTH

P.T.O.



- 27 -

PART (which expression shall mean and include his heirs, executors, administrators and assigns, (6) SHRI JAVERCHAND NOPAJI JAIN, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the SIXTH PART (which expression shall mean and include his heirs, executors, administrators and assigns) A N D (7) SMT. INDRA SHANTILAL JAIN, Hindu Inhabitant of Bombay, hereinafter referred to as the party of the SEVENTH PART (which expression shall mean and include her heirs, executors, administrators and assigns).

WHEREAS the parties of the First, Second, Third and Fourth Parts were carrying on business in Partnership under the firm name and style of "M/S. VARSHA INDUSTRIES" Ramachandra Lane, Plot No.13, Near American Springs, Marve Road, Malad (West), Bombay - 64 AND WHEREAS the Parties of the First, Second, Third and Fourth Parts have taken the parties of the Fifth, Sixth and Seventh Parts, viz. Shri Nopaji Lakhamji Jain, Shri Javerchand Nopaji Jain and Smt. Indra Shantilal Jain as Partners in the said business of M/S. VARSHA INDUSTRIES on and from 15th day of July, 1974 AND WHEREAS the parties hereto are desirous to record into writing the terms and conditions upon which the said partnership business is to be carried on

The firm name and style of the Partnership Business shall be "M/S. VARSHA INDUSTRIES" and/or such other name or names as the parties hereto mutually agree upon and decide from time to time.

(2) That the business of the partnership shall be carried on at Ramachandra Lane, Plot No.13, Near American Springs, Marve Road, Malad (West), Bombay - 64 NB and/or at such other place or places as the parties hereto mutually agree upon and decide from time to time.

(3) That the business of the partnership shall be deemed to have commenced on and from Ashad Vadi 10th, S.Y.2030, i.e. on and from 15th July 1974, and its duration shall be "AT WILL".

(4) The business of the partnership shall be that of manufacturing bangles, plastic items and/or such other business or businesses as the parties hereto mutually agree upon and decide from time to time.

(5) The profits and losses of the partnership business shall be divided by the parties hereto as under:-

|                               |      |     |
|-------------------------------|------|-----|
| ( i ) Shri Jayantilal T. Shah | .... | 10% |
| ( ii ) Shri Tejraj D. Jain    | .... | 10% |
| (iii) Shri Babulal M.Jain     | .... | 10% |
| ( iv ) Smt. Vasantben N.Shah  | .... | 10% |
| ( v ) Shri Nopaji L.Jain      | .... | 20% |
| ( vi ) Shri Javerchand N.Jain | .... | 20% |
| (vii) Smt. Indra N.Jain       | .... | 20% |

TOTAL .... 100%

(6) That the capital required for the expansion of the Partnership Business shall be brought in and contributed by the incoming partners of the Fifth, Sixth and Seventh parts.

It is further agreed by and between the parties

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hereto that the parties of the First, Second, Third and Fourth Parts shall be entitled to withdraw major amounts standing to the credit of their capital accounts as and when they require.

(7) It is agreed by and between the parties hereto that interest at the rate of 9% per annum shall be allowed to all the partners on the amounts standing to the credit of their Capital Accounts.

(8) The Bank Account or the Accounts of the Partnership Business shall be opened with any Scheduled Bank or Banks in the name of the Firm and shall be operated by any one of the partners.

(9) Regular day-to-day books of accounts shall be maintained of the Partnership Transactions as are normally maintained by the parties engaged in the similar line of business and a General Trading Account, Profit and Loss Account as well as Balance Sheet shall be made up at the end of Diwali, S.Y. 2030. The first of such account shall be made at the end of Diwali, S.Y. 2030.

(10) The Good-will of the Partnership Business shall belong to all the parties hereto in their profit sharing proportion.

(11) Any partner desirous of retiring from the said Partnership Business shall give notice of three months of his/her intention to retire and at the end of the said period of three months or on any earlier date no sooner the accounts are finalised, he/she shall be deemed to have retired and the accounts of the Partnership Business shall be made up upto the date of retirement and the final amount due to the retiring partner or due from the retiring partner shall be first ascertained before retirement of the retiring partner.

Further, the amount standing to the credit of the retiring partner as on the date of retirement shall be paid by the continuing partners immediately after retaining mutually agreed reasonable amount for providing the liability in respect of uncompleted Income-tax and Sales-tax cases and any other contingent liability.

(12) That the Balance-sheet of the Firm of M/s Varsha Industries as on Ashad Vadi 9th, S.Y.2030 i.e. as on the close of 14th day of July, 1974, is attached herewith and marked as "Appendix - A" and the party of the First, Second, Third and Fourth Parts hereby confirm that there is no liability whatsoever other than those mentioned in the said Balance-sheet.

The parties of the First, Second, Third and Fourth Parts hereby agree and confirm to indemnify the parties of the Fifth, Sixth and Seventh Parts against any loss and/or from all actions, proceedings, costs, claims and demand in respect thereof.

It is further agreed by and between the parties hereto that the Income-tax, Sales-tax, Municipal Taxes and other expenses payable upto 14th July, 1974, shall be borne by the parties of the First, Second, Third and Fourth Parts in their profit sharing proportions upto 14th day of July, 1974. Likewise, if any refund is received the same shall belong to the parties of the First, Second, Third and Fourth Parts only.

(13) All Partners shall work honestly and diligently for the furtherance of the Partnership business and shall render true accounts of all transactions pertaining to the Partnership Business.

(14) That each partner shall be at all times be punctual in payment and discharge of his/her separate and private

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debts and acknowledgements whether present or future add/keep

the partnership firm and the other partners indemnified therefrom and from all actions, proceedings, costs and demands in respect thereof.

(15) That no partner shall without the written consent of the other partners buy or sell any immoveable property on behalf of the firm.

(16) That no Partner shall assign, mortgage or charge his/her share in the partnership business or any part of such share or make any other person a partner with him/her therein.

(17) Insolvency of any of the partner or the death of any of the partner shall not dissolve the firm but the partnership business shall be continued by his/her legal heir or heirs as partner or partners in his/her place upon the same terms and conditions mentioned hereinabove or with such variations as may be agreed upon by and between the parties.

(18) In case of any difference of opinion or dispute between the parties hereto or their legal heirs or between the parties hereto and the legal heirs of any one or more partners, either during the continuance of this Partnership Business or thereafter, either in respect of administration and management of the Partnership Business, valuation or division of assets, debts and liabilities to be made hereunder, valuation of good-will or as to any other matter in any way relating to the Partnership Business or the affairs thereof shall be forthwith referred to the Arbitration and the provisions of the Indian Arbitration Act, 1940 (the then subsisting) shall be deemed to have been incorporated in this Deed of Partnership AND the Award of the Arbitrator or Arbitrators, so appointed, shall be final, conclusive and binding upon the parties hereto and their legal heirs.

(19) The original of this Partnership Deed is executed on Stamp Paper of Rs.100/- (Rupees One Hundred only) and the copies thereof are on Stamp Paper of Rs.5/- (Rupees Five only) and it is further agreed by and between the parties hereto that the original shall be kept at the place of business and the copies shall remain with the partners.

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

SIGNED, SEALED AND DELIVERED  
by the withinnamed Shri Jayantilal  
T.Shah, the Party of the First Part  
in the presence of .....

*B.S. Jadhav*

SIGNED, SEALED AND DELIVERED  
by the withinnamed Shri Tejraj  
D.Jain, the Party of the Second Part  
in the presence of .....

*B.S. Jadhav*

SIGNED, SEALED AND DELIVERED by  
the withinnamed Shri Babulal M.  
Jain, the Party of the Third Part  
in the presence of .....

*B.S. Jadhav*

SIGNED, SEALED AND DELIVERED by  
the withinnamed Smt. Vasantben  
N.Shah, the Party of the Fourth Part  
in the presence of .....

*B.S. Jadhav*

SIGNED, SEALED AND DELIVERED by  
the withinnamed Shri Nopaji L.Jain,  
the Party of the Fifth Part, in  
the presence of .....

*B.S. Jadhav*

SIGNED, SEALED AND DELIVERED by  
the withinnamed Shri Javerchand  
N.Jain, the Party of the Sixth  
Part in the presence of .....

*B.S. Jadhav*

SIGNED, SEALED AND DELIVERED by  
the withinnamed Smt. Indra S.Jain,  
the Party of the Seventh Part, in  
the presence of .....

*B.S. Jadhav*

*27/2/16*

*Tyagra Devichandji Surani*

*Babulal M. Telikar (Jain)*

*સતી વસંતબેન શાહ*

*નોપાજી લક્ષ્મીજી*

*જાવરચંદ જી*

*इन्द्रा जैन*

APPENDIX 'A' (REFERRED TO IN THE DEED OF PARTNERSHIP OF M/S VARSHA INDUSTRIES EXECUTED ON 15.7.1974)

BALANCE SHEET OF M/S VARSHA INDUSTRIES AS ON 14.7.74.

LIABILITIES

|                             |           |
|-----------------------------|-----------|
| Smt. Vasantben N. Shah      | 39,507.51 |
| Shri Jayantilal T. Shah     | 19,341.20 |
| Shri Tejraj D. Surana       | 28,035.58 |
| Shri Babulal M. Jain        | 4,365.71  |
| Shri Shantilal Javerchandji | 5,000.00  |

96,250.00

- 1) Shri Jayantilal T. Shah
- 2) Shri Tejraj D. Jain
- 3) Shri Babulal M. Jain
- 4) Smt. Vasantben N. Shah

Tejraj Devichandji Surana.  
Babulal M. Talishra.  
यशवंत लाल देवराज (Jain)

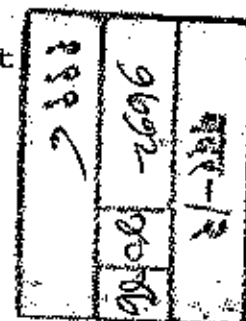
ASSETS

|                                      |           |
|--------------------------------------|-----------|
| Machineries                          | 25,793.82 |
| Factory constructions                | 31,092.28 |
| Furniture & fittings                 | 433.95    |
| Electric fittings                    | 332.92    |
| Water Tank                           | 1,480.23  |
| Cycle A/c                            | 183.04    |
| Deposit with Bombay Municipal Corpn. | 175.00    |
| Bombay Suburban Elec. Supply Ltd.    | 2,258.00  |
| Fire Equipments                      | 436.38    |
| Bombay Telephones - Deposit          | 3,104.00  |
| Good-will account                    | 6,000.00  |
| Cash with Dena Bank                  | 1,409.70  |
| Cash on hand                         | 1,287.67  |
| Stock on hand                        | 22,263.01 |

96,250.00

- 5) Shri Nopaji L. Jain
- 6) Shri Javerchand N. Jain
- 7) Smt. Indra S. Jain

नोपाजी लाल देवराज  
जवरचंद नंदलाल  
इन्द्रा जैन



This Indenture made the 7<sup>th</sup> day of June

One thousand nine hundred and SIXTY EIGHT BETWEEN THE ADARSHA CO-OPERATIVE HOUSING SOCIETY, LTD., whose registered office is situate at ADARSHA CO-OP. HOUSING SOCIETY LTD., Marve Road, Malad, Bombay 64 (N.B.) hereinafter called "the Lessor" (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 Shri. Dhanubhai T. Shah

of Bombay

Inhabitant Bombay hereinafter called "the Lessee" (which expression where the context so admits shall include his executors, administrators and his or their assigns) of the other part WHEREAS the Lessee is a member of the said ADARSHA CO-OPERATIVE HOUSING SOCIETY LTD. and the

holder of Five (H.N. 101 to 105) shares in the Society and has applied for a lease of the premises hereinafter described being part of the estate belonging to the Society and it is agreed that such lease shall be granted by the Society as Lessors on the terms hereinafter appearing. NOW THIS INDENTURE WITNESSETH as follows:—

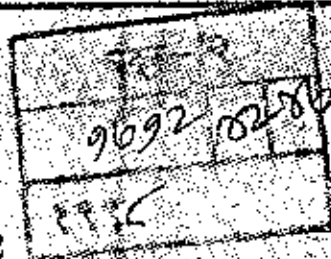
1. In consideration of the sum of Rs. 3731.00 paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledge) and of the rents and covenants hereinafter reserved and contained the Lessor doth hereby demise unto the Lessee ALL that plot of land situate at Marve Road, Malad, Taluka Borivali in the Bombay Suburban District in Greater Bombay, in the Registration Sub-Division of Bandra, Admeasuring 533.350 yds. or

thereabout and bearing Plot No. 13 on the Lessors Estate

and Bounded on or about East By Plot No. 14 on or about the West

By Road on or about the North By Road on or about the South

By Plot No. 20 shown on the plan annexed herewith and forming part of survey Nos. 16 H. No. 1 pt, 1 pt, 2, 3, 4, 5, 6 & 7 pt. S. No. 17, H. No. 1, 2, 3 pt, 3 pt, 3 pt, 3 pt, 3 pt. & 3 pt. S. No. 18, H. No. 1, 2 pt, 2 pt. & 2 pt, S. No. 20 H. No. 1 pt, 1 pt, 1 pt, 1 pt, 1 pt. & 2, S. No. 21 pt, 21 pt, 21 pt, 21 pt, 21 pt, & 21 pt. AND TOGETHER WITH the right in common with the Lessor and all members of the Society and the occupiers of the adjoining premises to use for all purposes the roads and passages made or hereafter to be made by or for the accommodation of the Lessor and the members of the Society EXCEPT and ALWAYS RESERVED the free passage and running of water and soil coming from any other buildings and lands of the Lessor and the Lessees and tenants of the Lessor 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 AND EXCEPT AND RESERVING also all



mines and minerals in or under the said land with full rights at any time to win and get the same provided that no damage is done to the Lessee nor his free occupation of the premises hereby demised disturbed or interrupted TO HOLD the said premises hereinafter referred to as "the demised plot" unto the Lessee from

the 4th day of Dec. 1948 for the term of Nine Hundred and Ninety Eight years PAYING therefor during the

said term yearly on the 1st day of December in each and every year the rent of one rupee (if demanded) AND ALSO PAYING by way of additional rent and carrying the incidents of rent so far as the recovery thereof is concerned from time to time and at such times as may be required by the Lessor (1) a sum equal to the amount expended by the Lessor 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 assessments rates and taxes and (3) such sum or sums (including interest) as may be fixed and certified by the Committee of the said Society whose certificate shall be final and binding on the Lessee as payable by the Lessee or other occupier of the demised Plot and in respect thereof towards the general expenses of the management maintenance and development of the estate of the Lessor including capital expenditure incurred on roads, passages, sewers, drains and other amenities.

2. The Lessee for himself and his assigns and to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Lessor 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 assessed imposed or charged upon the demised plot and premises or on the rent thereof or upon the owner or occupier in respect thereof or payable by either in respect thereof and not included in the said reserved rents.

(3) To observe comply with and satisfy all regulations by-laws rules and conditions now or at any time hereafter prescribed by Government or by any local authority.

(4) Not to make any excavation upon any part of the demised plot nor to remove any stone sand gravel clay or earth therefrom except for the purpose of forming the foundations of buildings.

(5) To well and substantially repair cleanse maintain uphold support amend and keep the demised plot and premises and all buildings and improvements which may at any time be

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thereon and all additions thereto and the boundary walls hedges and fences and gates thereof and the drains sewers and other pipes and sanitary and water apparatus thereof (all of which are hereinafter included in the expression "the demised premises") in good substantial condition and the brickwork properly pointed.

(6) To use the demised plot and premises erected or to be erected thereon for the purpose of a private residence only and not without the licence in writing of the Lessor first had and obtained to do or permit any trade or business in any building or upon any part of the demised plot and premises erected or to be erected thereon. Any construction or erection to be made on the demised plot by the Lessee shall be at his cost.

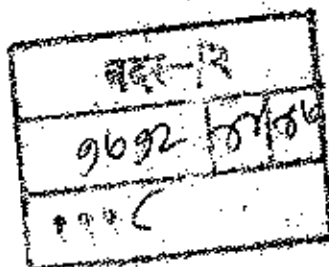
(7) That the plans and elevations of any new buildings which may hereafter with the permission of the Lessor be proposed to be erected upon the demised plot shall be first submitted to and approved of in writing by the Lessor and that no buildings or erections now or at any time standing upon the demised plot shall be pulled down or removed nor new buildings commenced nor to make or permit to be made any structural alterations & additions in the building or buildings on the demised plot except under the orders of and with the previous consent in writing of the Lessor.

(8) To pay a proportion to be fixed by the Lessor of all expenses payable from time to time in respect of constructing repairing rebuilding and cleansing all party walls party fences party hedges sewers drains gates roads paths pavements and other things the use of which is common to the demised plot and premises and to adjoining premises.

(9) To keep the compound and open spaces of the demised plot in a clean and sanitary condition and not to allow the same to be overgrown with weeds and rank vegetation and to keep the hedges and fences in neat and proper order and repair to the satisfaction of the Lessor.

(10) To permit the Lessor and the agents of the Lessor with or without workmen or others at all reasonable times to enter upon the demised plot and premises and to view and examine the condition thereof and upon the Lessor or the agents giving or leaving notice in writing of any defects or wants of reparation to repair and make good the same within the space of two calendar months according to such notice and the covenant in that behalf hereinbefore contained.

(11) Not to do or suffer anything to be done on the demised plot and premises which may cause damage nuisance annoyance or inconvenience to the occupiers of adjacent houses, the Lessor or the neighbourhood.



(12) That if the Lessee shall at any time make default in the performance of the covenants herein contained for or relating to the repair or maintenance to the premises or any part thereof it shall be lawful for the Lessor 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 demised plot and premises and repair and maintain the same at the expense of Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs and maintenance shall be repaid by the Lessee to the Lessor on demand.

(13) That the Lessor shall at all times have power without obtaining any consent from or making compensation to the Lessee to deal as the Lessor may think fit with any of the lands and premises adjoining or opposite or near to the demised plot and to erect or permit to be erected on such adjoining opposite or neighbouring lands or premises any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time during the said term hereby granted be enjoyed by the Lessee or the occupiers of the demised plot and premises or any part thereof and also to permit any such building to be used for any purpose which the Lessor may approve.

(14) Not to assign underlet or part with the possession of the demised plot or any part thereof and premises at any time during the said term hereby granted without the written consent of the Lessor for that purpose previously had and obtained such consent not to be withheld in the case of a responsible and respectable tenant being a registered member of the Society PROVIDED ALWAYS and it is hereby agreed that on every permitted disposition or devolution of or dealing with the demised plot and premises under or by virtue of these presents the Lessee shall pay to the Lessor half the amount or value of any premium or other consideration received by the Lessee from the purchaser or transferee or underlessee in respect of the demised plot and premises and shall also pay to the Lessor half the extra amount received by the Lessee from the purchaser transferee or underlessee over and above the capital cost with interest thereon at 6½ per cent per annum upto a limit of one-third of the capital cost.

(15) Not to make any assignment or other disposition of the demised premises or any part thereof which shall have the effect of vesting the demised premises for the said term or any thereof in other than one and the same party or parties at one time.

(16) On every disposition or devolution of dealing with the demised plot and premises whether by assignment of the term hereby granted or by an underlease created either out of the term hereby granted or out of the term granted by any underlease or by assignment of any underlease or by Probate of Will Letters of Administration Order of Court or by any means

whatever the Lessee his underlessees or assigns or any assignee or assignees of the demised premises will within two months after the completion of any such instrument as aforesaid produce the same for registration at the office for the time being of the Lessor and leave a copy of the said document if so required by the Lessor and pay the sum of one rupee as the fee for registration thereof and will also pay any legal expenses that may be incurred by the Lessor in taking legal advice concerning such instrument.

(17) At all times to observe and abide by and be bound by the rules regulations and by-laws for the time being of the Lessor and to carry out the instructions and directions of the Committee of the Society.

(18) Not to do or suffer to be done anything which may render any increased insurance payable by the Lessor for the insurance of the building or which may make void or voidable any policy for such insurance.

(19) To observe and perform the covenants conditions and obligations of the Lease or Government Sanad or agreement under which the demised plot is held by the Lessor and whereof the Lessee shall be presumed to have notice and will at all times indemnify the Lessor against any breach or non-observance thereof.

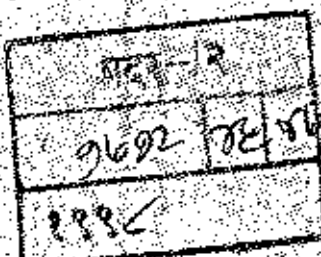
(20) At the end or sooner determination of the term hereby created peaceably and quietly to yield up and deliver the demised plot and premises to the Lessor with all additions and improvements thereto.

3. The Lessor hereby covenants with the Lessee as follows:—

(1) That the Lessee paying the rents hereby reserved and observing and complying with the by-laws and Rules and Regulations for the time being and from time to time in force of the Society and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised plot and premises during the said term without any lawful interruption by the Lessor or any person rightfully claiming through under or in trust for the Society,

(2) That in the event of this lease being determined by the Lessor by notice under the proviso contained in clauses 4(1) or 4(2) hereof (except for a breach of clause 2(17) hereof) to pay to the Lessee the value of the Lessee's interest in the demised plot and premises (excluding the site thereof) at the date of the said notice (such value to be determined by a valuer to be appointed by the Registrar of Co-operative Societies appointed under the Co-operative Societies Act, but

not to exceed the sum of Rs. .... in addition to the value of any improvement made to the demised



plot and premises in accordance with the terms of these presents) after deducting from such value 5 per cent. of the amount thereof and any moneys due to the Lessor whether in respect of the demised plot and premises or on any account whatever such payment to be made to the Lessee after vacant possession shall have been given to the Lessor.

(3) To keep the demised premises insured against loss or damage by fire and in the event of their being damaged or destroyed by fire to expend all moneys received in respect of such insurance in reinstating the premises so damaged or destroyed.

4. PROVIDED ALWAYS and it is expressly agreed as follows:—

(1) That if the Society shall in accordance with the by-laws of the Society for the time being in force pass a resolution expelling the Lessee from the Society or in the event of the demised plot and premises being occupied by or vested in any person who is not a member of the Society or his heir or legal representative or the nominee of a member under the by-laws of the Society the Lessor may at any time thereafter by giving to the Lessee three calendar months' previous notice in writing to that effect determine the term hereby granted then on the expiration of such notice this present lease and everything herein contained shall cease and be absolutely void to all intents and purposes whatsoever but without prejudice to any claim by the Lessor for any arrears of rent or in respect of any breach non-observance or non-performance of any covenant or condition herein contained.

(2) If the rents hereby reserved or any part thereof and Society's other dues as provided herein shall be unpaid for one month after becoming payable (whether formally demanded or not) or if any covenant on the Lessee's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Lessor at any time thereafter to give to the Lessee three calendar months' notice requiring the Lessee to remedy the same and that on the expiration of such notice unless the same shall be complied with into and upon the demised plot and premises or any part thereof in the name of the whole to re-enter and the same to hold repossess and enjoy as if these presents had never been granted without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained.

(3) Any notice requiring to be served or requirement or demand to be made hereunder shall be sufficiently served or made on the Lessee as appearing in the Registration books of the Society and although only addressed to the Lessee and affixed to or left on the demised plot or premises or left at or sent by registered post to the last known address of the Lessee or his authorized agent.

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1995

IN WITNESS WHEREOF the Common Seal of the Society has been hereunto affixed and two members of the Committee of the Society and the Secretary of the Society and Lessee have hereunto set their hands the day and year first above written.

The Common Seal of the ADARSHA Co-operative Housing Society Limited was affixed hereto pursuant to a Resolution duly passed at a Meeting of the Committee of the Society held on the... 19<sup>th</sup>... day of January 1968. in the presence of the undersigned being two members of the Committee of the Society and the secretary of the Society.

Sd/- Girishbhai B. Patel

Sd/- Rameshbhai D. Patel

Two Members of the Committee of the Society  
Sd/- B. J. Patel  
The Secretary  
Sd/-

The Common Seal of the ADARSHA Co-operative Housing Society Limited was affixed here-to and the

said... Sd/- Girishbhai B. Patel... and... Sd/- Rameshbhai D. Patel...

... being two members of the Committee of the Society and the said...

Sd/- B. J. Patel... being the Secretary of the Society have hereunto

set their hands in the presence of...

Sd/- ...

Sd/- U. B. Patel

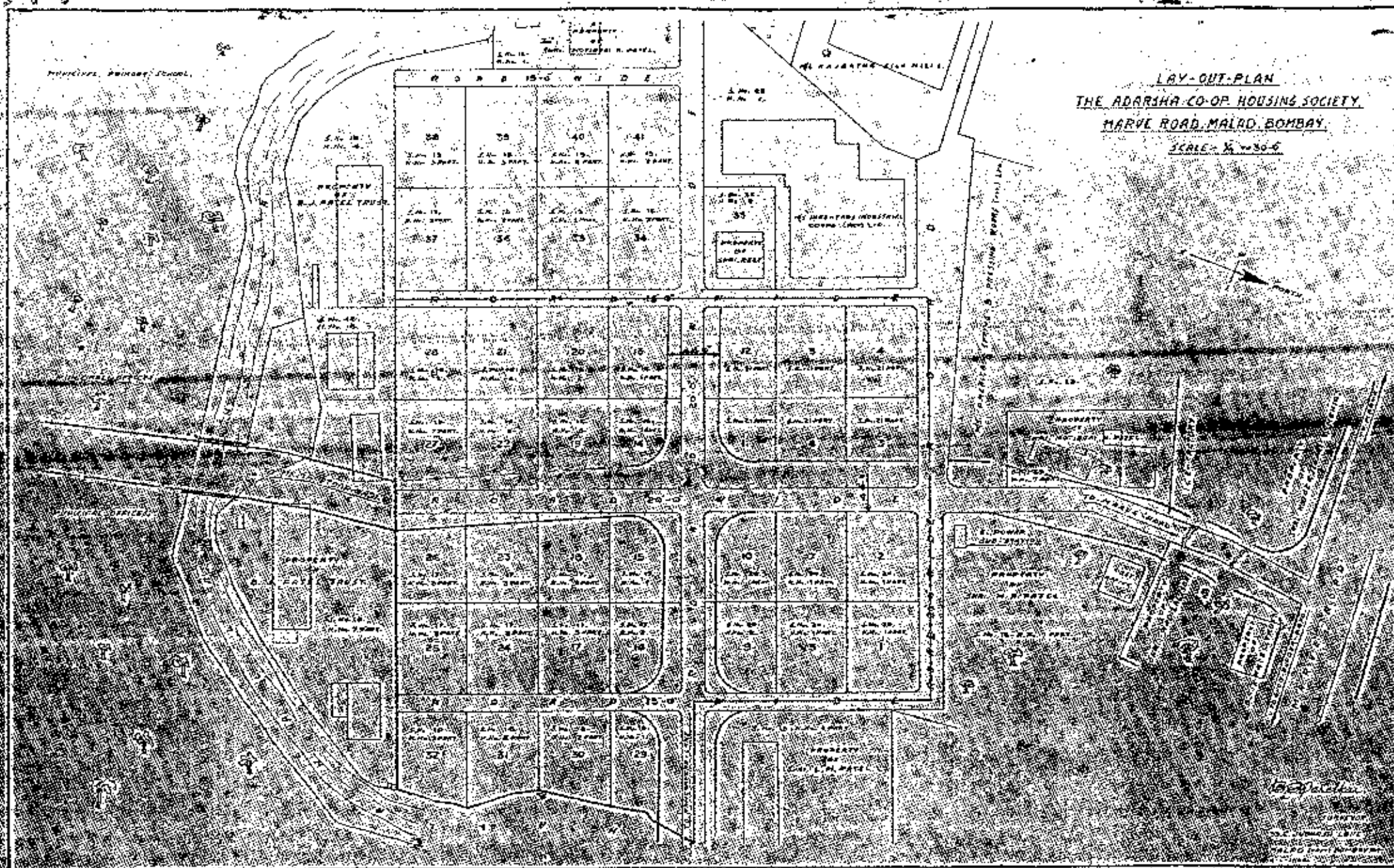
SIGNED SEALED and DELIVERED

by the abovenamed Sd/- D. T. ... Sd/- D. T. ...

... in the presence of

Sd/- ...

Sd/- U. B. Patel



ये. का. मु. - १०,००,००० - १-१६-जे.के. ४३३

भा. नि., म. वि., क. १६८४, दि. १०-१०-१४;

नो. म. पुणे. कं. अभिलेख/नोदणी/६३ महे/२०६९, दि. १८-१-७१ व

क. का. ७/प्रपत्रे ४५६/९६ दि. २१-१-९६]

मानिस एम् अयनगर

| विलेखाचा प्रकार, मोदल्याचे स्वल्प व बाजारभाव (भाडेभावाच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार देतो ते नमूद करावे) Nature of deed, consideration and market value (in case of lease, state whether lessor or lessee pays assessment) | सू-भापन, पोटहिस्सा व घर क्रमांक (असल्यास) Survey, Sub-Division and House No. (if any) | क्षेत्रफळ Area | आकारणी किंवा जुडी देण्यात येत असेल तेव्हा Assessment or Juddi when given | दस्तावेज करून देणाऱ्या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता Name of the executing party or in case of Decree or Order of Civil Court, of Defendant and Detailed address |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|----------------|--------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

कोडपूरयाच  
Sachin 220

ह/ह. भा. A. ह/RS. व. P.  
सामान व कोडपूरयाच  
पुणे ३३  
सिरी सर्व्हे नं ७२०, ७२०/७  
कोडपूरयाच ४८०/४३ चे २५६ = २५६, विक्रीपार्श्व ७२० मु ५६  
४००.६ चे मि

श्रीमान इंद्रा शोन्नीमा  
को

२१६०/५, २६० मु ५६  
कोड, विक्रीपार्श्व ७२० मु ५६

क्र. का. ७/प्रपत्रे अषाढ/१६ दि. २१-१-१९]

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पृष्ठ संख्या  
दिनांक

| वर्ग | व्यवस्था                 | संख्या | संशोधन प्रमाण (आ), प्रमाण (ब), अन्य दस्तावेज (ग) | संशोधन प्रमाण        |
|------|--------------------------|--------|--------------------------------------------------|----------------------|
| 1    | 1. प्रमाण (आ) के अनुसार  | 31     | (A) प्रमाण (आ) के अनुसार                         | प्रमाण (आ) के अनुसार |
| 2    | 2. प्रमाण (ब) के अनुसार  | 32     | (B) प्रमाण (ब) के अनुसार                         | प्रमाण (ब) के अनुसार |
| 3    | 3. प्रमाण (ग) के अनुसार  | 33     | (C) प्रमाण (ग) के अनुसार                         | प्रमाण (ग) के अनुसार |
| 4    | 4. प्रमाण (द) के अनुसार  | 34     | (D) प्रमाण (द) के अनुसार                         | प्रमाण (द) के अनुसार |
| 5    | 5. प्रमाण (इ) के अनुसार  | 35     | (E) प्रमाण (इ) के अनुसार                         | प्रमाण (इ) के अनुसार |
| 6    | 6. प्रमाण (फ) के अनुसार  | 36     | (F) प्रमाण (फ) के अनुसार                         | प्रमाण (फ) के अनुसार |
| 7    | 7. प्रमाण (ज) के अनुसार  | 37     | (G) प्रमाण (ज) के अनुसार                         | प्रमाण (ज) के अनुसार |
| 8    | 8. प्रमाण (झ) के अनुसार  | 38     | (H) प्रमाण (झ) के अनुसार                         | प्रमाण (झ) के अनुसार |
| 9    | 9. प्रमाण (ञ) के अनुसार  | 39     | (I) प्रमाण (ञ) के अनुसार                         | प्रमाण (ञ) के अनुसार |
| 10   | 10. प्रमाण (ट) के अनुसार | 40     | (J) प्रमाण (ट) के अनुसार                         | प्रमाण (ट) के अनुसार |



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