



MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

मुंबई महानगर प्रदेश विकास प्राधिकरण

No. LC/BKC(G)/LFLCPCSL(C-25)/Assign.Part-VI/424/2013

Date : 21/10/2013

To,
✓ The Secretary,
M/s. Laxmi Finance Leasing Commercial
Premises Co. Op. Society Ltd., Laxmi Towers,
C-25, 'G' Block, Bandra Kurla Complex,
Bandra (East), **Mumbai - 400 051.**

Sub : Allotment of Plot No.C-25 in G-Block of BKC.
- Consent for amalgamation of the premises.

Ref. : (i) Our letter of even no., dated 18/10/2013
(ii) Your letter dated 19/10/2013.

Sir,

With reference to your letter under reference & in continuation of our letter under reference on the subject mentioned above, I am directed to inform you that on payment of assignment charges of Rs.4,25,171/- alongwith interest vide Receipt No.80326 & 80333, dated 21/10/2013, as informed to you vide our letter referred at Sr. No.(i) at above, the Additional Metropolitan Commissioner-I is pleased to grant post facto consent for amalgamation of M/s. Catura Leasing & Finance Pvt. Ltd. into M/s. Laxmi Dia Jewel Pvt. Ltd. on 01/10/2010 and transfer of unit of premises No. A/2 at 1st floor in the demised premises constructed on the Plot No.C-25 in 'G' Block of BKC in the name of M/s. Laxmi Dia Jewel Pvt. Ltd and also pleased to grant consent to mortgage the said premises to Bank of India by M/s. Laxmi Dia Jewel Pvt. Ltd.

2. The consent is granted on the following terms and conditions :-

- (i) The consent for assigning the premises as stated above is granted subject to Lease Deed executed between Mumbai Metropolitan Region Development Authority and Laxmi Finance & Leasing Companies Commercial Premises Co. Op. Society on 11/09/2002 and the same shall be binding on M/s. Laxmi Dia Jewel Pvt. Ltd. & the proposed Mortgagee.
- (ii) All the obligations devolving upon Laxmi Finance & Leasing Companies Commercial Premises Co. Op. Society Ltd. in terms of the above said Lease Deed shall be performed in strict accordance with the said Lease Deed and the same shall be binding upon M/s. Laxmi Dia Jewel Pvt. Ltd. & the proposed Mortgagee. Laxmi Finance & Leasing Companies Commercial Premises Co. Op. Society shall not by reason any of such assignment ceases to be subject to any of its liabilities and obligations attaching to the said Lease Deed.

(iii) The instrument of intended Mortgage should include the following clauses :-

- a) **Recital Clause** :- "At the specific request to the _____ (Name of the Lessee) _____ vide its letter dated _____ addressed to the Mumbai Metropolitan Region Development Authority (MMRDA), the MMRDA vide its letter No. _____, dated _____, annexed hereto as ANNEXURE have granted permission as stated herein above on the terms and conditions as contained therein."

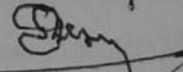
...2/-

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX : 2659 4000 • FAX : 2659 1264 • WEB SITE : <http://www.mmrda.mumbai.org>

- b) **Article Clause** :- "NOTWITHSTANDING anything contained herein, this _____ (Name of the document) _____ shall be enforceable subject to the conditions, covenants and stipulations contained in the Lease Deed executed between Mumbai Metropolitan Region Development Authority and _____ (Name of the Lessee) _____ on _____. It is hereby agreed & declared by the _____ (Name of the Lessee) _____ that by reason any of such Assignment, he will not cease to be subject to any of the liabilities attaching to the said Lease Deed.
- (iv) This consent should be exercised within 90 days from the date of this letter and the certified copy of the INDEX-II of the Deed of Mortgage so executed & registered with the Sub-Registrar of Assurance should be submitted to this office for records (This condition is applicable for consent for mortgage of the premises).
- (v) The assignment charges equal to 10% of the stamp duty chargeable on the instrument of the Deed of Mortgage should be paid to MMRDA immediately within seven days after execution & registration of the Deed of Mortgage. Delay in payment will attract interest @ 14% p.a.

Yours faithfully,



(S.K. DESAI)

LANDS & ESTATE MANAGER (I)
MMRDA.