

4/00

PLAN OF THE PROPERTY
BOUNDARY COLOURED RED
SUB DIVIDED PLOT NO 10 OF
PLOT NO 12/A1 OF 14 CO-OP: H. SOCIETIES
AT J. V. D. SCH. VILE - PARLE
CONTAINING 4683.00 SQ. YDS. APPROX.

SCALE - 40 FEET TO AN INCH

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EAST

PLOT NO - 11

PLOT NO - 11-A

PLOT NO - 10

NORTH
ROAD 60'0" WIDE

40'0" WIDE ROAD

Indian Council of
Basic Education

DATE - 31.7.75

WEST

Handwritten signature
B. G. BHATT, F.
 Chartered architect
 w/s. architectural co
 28, Ganapati, Patel St
 FOR THE BOMBAY.
 MARK

Duly Constituted Attorneys

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Serial No. 6
 Presented at the Office of the
 Joint Sub-Registrar IV, Bombay Bandra
 between the hours of 11 and 12 AM
 on the 2nd January 1976
 C.A of Swastik Co-op. Hsg Society

Received fees for	Rs.
Registration	—
Photographing (Slides)	4 = 4
Postage	—
Total Rs.	4 = 4



Joint Sub-Registrar IV
 Bombay (Bandra)

Joint Sub-Registrar IV
 Bombay (Bandra)

THIS INDENTURE made at Bombay this 15th day of January One Thousand Nine Hundred and Seventy ^{Six} ~~five~~ BETWEEN (1) THE SWASTIK CO-OP.

[Handwritten signatures and initials]

[Faint stamp or text at the bottom right]

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OPERATIVE HOUSING SOCIETY LIMITED, (2) THE VALLABH-NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, (3) THE HATKESH CO-OPERATIVE HOUSING SOCIETY LIMITED, (4) ASHOK NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, (5) THE KEMPOLE CO-OPERATIVE HOUSING SOCIETY LIMITED, (6) THE JAIHIND CO-OPERATIVE HOUSING SOCIETY LIMITED, (7) THE MUTAN LAXMI CO-OPERATIVE HOUSING SOCIETY LIMITED, (8) AZAD NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, (9) NAVYUG CO-OPERATIVE HOUSING SOCIETY LIMITED, (10) THE WITHAL NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, (11) THE PRESIDENCY CO-OPERATIVE HOUSING SOCIETY LIMITED, (12) THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED, (13) SUVARNA NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, And (14) NEW INDIA CO-OPERATIVE HOUSING SOCIETY LIMITED all registered under the Bombay Co-operative Societies Act 1925, hereinafter called " THE LESSORS ", (which expression shall unless it be repugnant to the context or meaning thereof include their respective successors and assigns) of the One Part A N D INDIAN COUNCIL OF BASIC EDUCATION a Society Registered under the Societies Registration Act 1860 and having its Registered Office at *opp. Mitulba College. V.L. Mahata Rd. J.V.D.S. Bombay-56* hereinafter called "THE LESSEES" (which expression shall unless ...



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unless it be repugnant to the context or meaning thereof include its successors and assigns) of the Other Part:

W H E R E A S.

1. The Lessors are seized and possessed of or otherwise well and sufficiently entitled to the piece or parcel of land being Plot No. 10-A/12(1) situate in the Village of Vile-Parle, Greater Bombay in the Juhu Vile Parle Development Scheme and containing by admeasurement 4400 Square Yards and particularly described in the Schedule hereunder written;
2. The said Plot forms part of the larger piece of land being Plot No. A/12 and which said Plot No. A/12 is sub-divided into various sub-plots as per the sanction given by the Municipal ...



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Municipal Corporation of
Greater Bombay.

3. The Lessees are a Society registered under the Societies Registration Act of 1860 and are also registered as a Public Trust under the provisions of the Bombay Public Trust Act, 1950;
4. The Lessees have for their objects amongst others establishing and running of institutions for the training of teachers;
5. The Lessees have applied to the Lessors for the grant to them of a Lease of the said Plot particularly described in the Schedule hereunder written and delineated on the Plan hereto annexed and shown thereon by a boundary line coloured red;
6. The Lessors have acceded to the said request of the Lessees...



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Lessees and have agreed to grant the Lease in respect of the said Plot;

NOW THIS INDENTURE WITNESSETH AS

FOLLOWS :-

1. In pursuance of the said Agreement and in consideration of the rents and covenants on the part of the Lessees hereinafter reserved and contained the Lessors do hereby demise unto the Lessees all that piece or parcel of land being Plot No. 10-A/12-1 situate lying and being in the Village of Vile Parle Greater Bombay in the Juhu Vile Parle Development Scheme in the Registration Sub-District of Bombay City and Suburban containing by admeasurement 4400 Square Yards or thereabouts and delineated on the Plan thereof hereto annexed and thereon surrounded by red colour boundary line together with all rights and appurtenances thereto (hereinafter called 'the said Plot') to hold ^{the said Plot} unto the Lessees from the date hereof for a term of 99 years yielding and paying therefor during the said term hereby created a monthly rent of Rs. 740/- per month payable in advance on or about the 10th day of each Calendar month without any deduction and also yielding and paying to the Lessors in the event and immediately upon the term being determined...



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determined by re-entry under the proviso herein-
after contained or otherwise the proportionate
part of the rent under the provisions hereof for
a fraction of the month upto the date of which
re-entry shall have been made and upon condition
for the performance and observance of the covenant
on the part of the Lessees hereinafter contained.

The Lessees to the intent that the covenant
herein contained shall continue throughout the
term hereby created covenant with the Lessors
follows :-

- (a) To pay to the Lessors the monthly
rent hereby reserved at the time of the lease
and in the manner herein
provided free from all deduction;
- (b) To pay and discharge all
existing and future land Revenue
(including any increase or
increases therein) rates, taxes,
dues, duties, charges, Outgoings,
levies, betterment charges and
impositions whatsoever imposed
in respect of the said plot
including the structures thereon
whether by the Government of
Maharashtra, the Municipal
Corporation..



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Corporation of Greater Bombay or any other Public Body or Authority including impositions by way of land Revenue or other Taxes on Land now or at any time hereinafter imposed or charged upon the Owners or Occupiers of the said Plot.

- (c) To execute all works in connection with the said Plot and the structures thereon including alterations, maintenance and repairs in accordance with the laws and bye-laws and regulations of the legal Authorities for the time being in force.
- (d) Not to sell or dispose off any earth, clay gravel or sand from the said Plot and not to excavate the same except so far as may be necessary for the construction of buildings thereon.
- (e) To permit the Lessors, or their/its agents at all times to enter upon the said plot for the purpose of viewing the state of



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of repairs of the buildings or any of them as also the use to which the said plot and/or buildings thereon are put and giving and leaving notice of repairs and to comply with such notice within reasonable time.

- (f) Not to use or permit the said plot and/or the buildings for the time being forming part of the said plot or any of them or any part thereof to be used for any purpose other than for establishing and running of institutions for the training of teachers and including Colleges for preparing students for B.Ed., and M.Ed., and Ph.D. Degrees.
- (g) Not to do cause or permit any public or private nuisance in or upon the said Plot and premises or to ..



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to any thing which shall cause annoyance or disturbance to the Lessors or to the occupants or to the owners or occupants of the neighbouring buildings.

(h) At the expiration or sooner determination of this term hereby created (or the renewal thereof as the case may be) to yield and deliver up the said land.

(i) During the currency of the term hereby created if demanded by the Lessors to keep deposited with the Lessors a sum of Rs.1,10,000/- as and by way of security deposit for observance and performance of the Lessees' covenants herein contained.

2. The Lessors doth hereby covenant with the Lessees that the Lessees duly pay the rent hereby reserved and observing and performing all covenants and conditions herein contained and on the ..



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the part of the Lessees to be observed and performed shall and will peaceably and quietly enjoy the said Plot during the said term without interruption or disturbance by the Lessors or any person or persons equitably enjoy the said Plot during the said term without interruption or disturbance by the Lessors or any person or persons lawfully or equitably claiming from under or in trust for them.

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows :-

- (a) If at any time the rent hereby reserved or any part thereof shall remain unpaid for a period of three months after the date on which the same ought to be paid (whether formally or legally demanded or not) or if the Lessees shall make default in performance and observance of any of the covenants and conditions herein contained and on the part of the Lessees to be observed and performed and if such default continues and is not ...



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not remedied for six calendar months from the date of service of notice in writing to be given by the Lessors to the Lessees to remedy such default or breach or if the Lessees shall put the said Plot and the structures standing thereon or any of them or any part thereof to the use other than that herein provided it shall be lawful for the Lessors at any time thereafter to re-enter upon the said Plot or any part thereof in the name of the whole and thereupon the Lease hereby created shall determine but without prejudice to any claim, right, action or remedy which the Lessors may have against the Lessees in respect of any breach of the Lessees' covenants and the stipulations herein contained.

(b) The Lessees shall not be entitled ..



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entitled to assign, transfer, mortgage or otherwise part with possession of the leasehold interest in the said Plot and/or in the structures standing thereon and/or lot, sub-let, or under-let or otherwise part with possession thereof without obtaining prior written permission of the Lessors.



(c) After the expiration of the months hereinafter and so long as the Lessees shall use the said plot and/or the structures standing thereon for the purposes mentioned in Clause 2(f) hereof the Lessors shall charge to the Lessees concessional rent of Rs. 450/- per month PROVIDED HOWEVER that if the Lessees shall put the said plot and the structure standing thereon or any one of them or any part or parts thereof to the use ...

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use other than that as mentioned in Clause 2(f) hereof the Lessees shall pay to the Lessors the full rent as provided in Clause (1) hereof for the period commencing from the date of the change of user provided also that this provision for payment of the full rent by the Lessees shall not entitle the Lessees to put the said Plot and/or structures standing thereon to any use other than mentioned in Clause 2(f) hereof or that the said provision for payment of full rent shall not in any way prejudice or affect the right of the Lessors to determine this Lease on the footing that the Lessees have committed breach of Lessees' covenants herein contained and to claim possession of the said plot and the structures standing thereon.



(d)

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- (d) The Lessors shall pay to the Lessees interest on the said deposit of Rs. 1,10,000/- at the rate of 5% per annum.
- (e) The Lessees are aware that the area in which the said Plot is situate is not fully developed and that the same requires filling in and road and other services to be provided in the area for the purpose of development thereof;
- (f) The Lessees hereby agree and undertake that they will at their own costs carry out the filling in works in respect of the said Plot and shall bear and pay to the Municipal Corporation of Greater Bombay and/or any other Agency undertaking the works the cost of construction of the roads and laying and providing of various lines to the said plot. Such cost shall be borne and paid ...



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Paid by the Lessees in such proportion and in manner as may be prescribed by the Municipal Corporation of Greater Bombay and/or any such agency as aforesaid (which shall be responsible for the purpose of carrying out the works in regard to the construction of roads and providing of the said service lines in the said area.



4. Any notice to the Lessees, sub-Lessees, under-Lessees or the tenants of the said Plot shall be sufficiently given if posted by Registered Post at their addresses registered with the Lessors or left for them at the said Plot and any notice to the Lessors shall be deemed to be sufficiently given if posted to them by Registered Post at the address given by them or otherwise at their last known addresses.

5. If at any time during the time of the demise any part of the said Plot is claimed by the Municipality as setback land or widening of the road on which the said land abuts, or if there is any ...

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any diminution in the area of the said land or any other change in the dimensions thereof by reason of the endorsement of the Town Planning Scheme applicable to the said land or any part thereof is acquired by the Union or State Government or by any other authority for any purposes such claim or diminution or change or acquisition shall not invalidate these presents or effect, or modify the provisions thereof in any manner whatsoever nor shall there be any abatement in the rent payable as herein provided by the Lessees to the Lessors. The compensation moneys received in respect of any acquisition of such portion or portions of the said plot shall belong to the Lessors.

6. Stamp and Registration Charges on the Lease Deed shall be paid by the Lessors alone.

7. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that at the expiry of each person of 99 years in the demise herein shall stand automatically extended for a further period of 99 years unless the Lessees shall have expressed their desire to terminate the Lease.

THE SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of land being Plot No.10-A/12-1 situate lying and being in the Village...



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Village of Vile Parle Greater Bombay in the Juhu
 Vile Parle Development Scheme in the Registration
District and
 Sub-District of Bombay City and Suburban containing
equivalent to 3678.9789 metres
 by admeasurement 4400 Square Yards or thereabouts
 and delineated on the Plan thereof hereto annexed
 and thereon surrounded by red colour boundary
 line. *city survey number not allotted to the*
property.

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IN WITNESS WHEREOF the Lessors have here-
 unto set and subscribed their respective hands
 through their Constituted Attorneys and the
 Lessees have hereunto set and subscribed their
 respective hands the day and year first hereinabove
 written.

SIGNED AND ..

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SIGNED AND DELIVERED
 by the withinnamed
 (1) THE SWASTIK CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (2) THE VALLABH NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (3) THE HATKESH CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (4) ASHOK NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (5) THE KAPOLE CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (6) THE JAIHIND CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (7) THE NUTAN LAXMI CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (8) AZAD NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (9) NAVYUG CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (10) THE VITHAL NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (11) THE PRESIDENCY CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (12) THE FRIENDS CO-OPERATIVE HOUSING SOCIETY LIMITED,
 (13) SUVARNA NAGAR CO-OPERATIVE HOUSING SOCIETY LIMITED, And (14) NEW INDIA CO-OPERATIVE HOUSING SOCIETY LIMITED
 by their Constituted



- For
- 1 The Swastik Co-operative Housing Society Limited.
 - 2 The Vallabhnagar Co-operative Housing Society Limited.
 - 3 The Hatkesh Co-operative Housing Society Limited.
 - 4 The Ashok Nagar Co-operative Housing Society Limited.
 - 5 The Kapole Co-operative Housing Society Limited.
 - 6 The Jaihind Co-operative Housing Society Limited.
 - 7 The Nutan Laxmi Co-operative Housing Society Limited.
 - 8 The Azad Nagar Co-operative Housing Society Limited.
 - 9 The Navyug Co-operative Housing Society Limited.
 - 10 The Vithal Nagar Co-operative Housing Society Limited.
 - 11 The Presidency Co-operative Housing Society Limited.
 - 12 The Friends Co-operative Housing Society Limited.
 - 13 The Suvarna Nagar Co-operative Housing Society Limited.
 - 14 The New India Co-operative Housing Society Limited.

Attorneys Shri Ramakrishna
 Bhagavandas Talat

and

Shri Himmat Chaurhal Jhaveri

in the presence of .

Handwritten signature
Handwritten signature
 Duty Constituted Attorney

1 Cirit N. Dammaia.
 Solt, B'bg,
 Rajavale
 his clerk

SIGNED ...

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SIGNED AND DELIVERED by the) for Indian Council
 within named Lessees INDIAN) of Basic Education
 COUNCIL OF BASIC EDUCATION)
 in the presence of)
 Vajrmai Patel
 President
 Indian Council of
 Basic Education

I certify D. Damani
Rajawale



(1) Sh. Ramonlal Phagsandas Tolat
 75 Retired Plot no 12
 Suburban Nagar Corp. H.S. 43
 J.V. P.D. Scheme like
 (2) Sh. Himmatd. Chaudh. Juvazi
 47 Rangires Plot 46 Swasthi
 Society 3rd rd J.V. P.D. scheme
 My 56
 Constitutional attorney

- For
- 1 The Suresh Co-operative Housing Society Limited.
 - 2 The Vallabhai Co-operative Housing Society Limited.
 - 3 The H. G. Co-operative Housing Society Limited.
 - 4 The Aradhya Co-operative Housing Society Limited.
 - 5 The K. S. Co-operative Housing Society Limited.
 - 6 The J. K. Co-operative Housing Society Limited.
 - 7 The B. S. Co-operative Housing Society Limited.
 - 8 The A. S. Co-operative Housing Society Limited.
 - 9 The N. S. Co-operative Housing Society Limited.
 - 10 The V. S. Co-operative Housing Society Limited.
 - 11 The P. S. Co-operative Housing Society Limited.
 - 12 The F. S. Co-operative Housing Society Limited.
 - 13 The S. S. Co-operative Housing Society Limited.
 - 14 The M. S. Co-operative Housing Society Limited.

could

(3)

Sh. ...
and
state
the
files

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(3) Shri Vajubhai Jankar Patil, 61
 T. Nagar, R. V. Road, Colaba -
 Shiksha Bhavan, July, 1985
 as president, In-charge Council
 of Basic Education

EXECUTING PARTY
 admits Execution of the so
 called _____ deed



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(1) _____ (2) _____

(3) Vajubhai Patil

Shri R. V. Jankar Clerk to
 Mrs. B. K. Chitambar
 10/11/76

and knows to the Sub-Registrar
 state that he personally knows
 the above executant and identi-
 fies him there.

Rajaram

At 2/1/76

Joint Sub-Registrar
 Bombay (Bandra)



दिनांक 8.9.76
 सहद्वय निबंधक, कर्मांक 4,
 (बंद्रे)

One duplicate presented along
 with this deed under S. No. 7/76
 is certified under the recorded
 number.

Date: 4.11.86
 Joint Sub-Registrar IV,
 Bombay (Bandra)

सत्य प्रत

दस्तावेज क्र. 06/76

पृष्ठ १ ते २१

३१६१०४. *Swarg*
दिनांक छायाचित्र निबंधक



सत्य प्रत

Swarg
प्र. सह जिल्हा निबंधक
वर्ग-२, (अभिलेख),
मुंबई उपनगर जिल्हा



अर्ज क्रमांक 9028/9e
नाव: प्रतीम पालव
यांच्या त्यांचे ता. 20/9/9e
अनुसार नक्कल दिली.
दि. 23/9/9e

मी नक्कल केलेली.
मी वाचली.
मी तपासली.

Swarg
प्र. सह जिल्हा निबंधक वर्ग.२ (अभिलेख)
मुंबई उपनगर जिल्हा.