

MUNICIPAL CORPORATION OF GREATER MUMBAI
Office of the Asstt. Commissioner (Estates), 4th Floor Extension Building,
Mahapalika Head Office, Mahapalika Marg, Mumbai-400 001.

No. AC/Estates/11234/LB-II of 08.02.2021

~~To,~~

M/s. Mathuresh Infrapro Pvt. Ltd.
2403 – A Wing, Marathon Futurex,
Mafatlal Mill Compound,
N.M. Joshi Road, Lower Parel,
Mumbai – 400 013.

Sub: Plot No. 40, Scheme No.60,
Naigaon Estates
(Transfer Matter)

Ref: 1) Your transfer application dtd.14.03.2012.
2) DMC (I)'s sanction u/no MDD/1443 dtd. 24.08.2015
3) Jt. M.C. (I)'s sanction u/no. MDD/531 dtd. 05.01.2021.

Sir,

With reference to your application at sr. no. 1 for transfer of above said plot, I have to state that the following documents are registered in Estate Department of MCGM as per D.M.C.(I)'s sanction under no. MDD/1443 dtd. 24.08.2015 & Jt. M.C. (I)'s sanction u/no. MDD/531 dtd. 05.01.2021.

“INDENTURE” dtd. 20th December, 2011 made between (1) Shri Harish Vallabhlalji Goswami, alias Shri Lalmani V. Goswami alias Vithalnathji Ranchoddalji Maharaj, in his capacity as Karta and Manager of Shri Goswami Vallabhlalji Dwarkeshlalji Alias Ranchhodlalji Girdharlalji Maharaj HUF, therein referred to as “The Assignor” of the One Part AND (2) Smt. Pratibha Harish Goswami alias Haripriya Harish Goswami (3) Shri Milan Harish Goswami and Prabhuji Harish Goswami (4) Smt. Pallavi Milan Goswami (5) Kum. Vallabhi Milan Goswami, a minor, through her father and natural guardian Shri Milan Harish Goswami (6) Master Krishnasya Milan Goswami, a minor, through his father and natural guardian Shri Milan Harish Goswami; and (7) Shri Sharad Harish Goswami; therein collectively referred to as “The Confirming Party” of the Second Part; AND M/S. Mathuresh Infrapro Pvt. Ltd. a Company registered under the Companies Act-1956, therein called “The Assignee” of the Other Part. By the said deed the Assignors doth thereby granted, transferred, assigned, assured and conveyed, all that leasehold piece and parcel of land bearing C.S. No. 1/62 of Dadar Naigaum Division and bearing Plot No. 40 of Naigaum Estate and known as Kesar Baug admeasuring 6981 sq. yards equivalent to 5837 sq. meters or thereabouts together with the structures standing thereon and more particularly described in the Schedule thereunder written in favour of the Assignee on the terms and conditions mentioned therein and Confirming Party confirmed the same. The said deed is registered in the office of the Jt. Sub Registrar, Mumbai City No. 2 under no. BBE-

2/495/2012 on 23.01.2012 the same is registered in Estate Register under Serial No. 8674, dtd. 3rd February, 2021.

The Corporation has published the public notice in local news papers viz 1) "The Free Press Journal" & 2) "Navshakti" on dtd. 6th November, 2012 and the same are registered in Estate register u/no. D-6752 & u/no. D-6753 respectively dtd. 3rd February, 2021.

"An Indemnity Bond" dtd. 20th December, 2012 duly registered with the office of Jt. Sub Registrar of Mumbai City no. 3, u/no.BBE-3/9814 of 2012 is registered in Estate register u/no. D-6754 dtd.3rd February, 2021.

It may please be noted that the copies of above said documents are registered "without prejudice" to the corporation rights and contention in respect of the breaches if any of the covenant in the lease of the above plot.

Therefore, on the strength of above & D.M.C. (I)'s sanction under No. MDD/1443, dtd. 24.08.2015, the lease of plot no. 40, Naigaon Estates, Scheme No. 60 now conditionally vests in the name of "**M/S. Mathuresh Infrapro Pvt. Ltd.**", as the lessee of the plot.

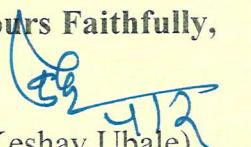
The issue of transfer premium as well as lease tenure with enhanced lease rent is subjudiced in the Hon. High Court in W. P. No. 1251 of 2014 and other. Therefore this transfer effect is given without prejudice to the rights and Contention of the MCGM in the pending Writ Petitions challenging transfer premium as well as lease tenure with enhanced lease rent and subject to the final decision of the Court either Hon'ble High Court and / or Hon'ble Supreme Court of India.

You are requested to take necessary steps to rectify or regularize the breaches within a period of 1 year from the date of issuance of demand notice dt. 13.01.2021, failing which the further action as deem fit will be taken.

5/1/2021
4.2.2021

(Jyoti Mane)
Administrative Officer (Lease)

Yours Faithfully,


(Keshav Ubale)
Asstt. Commissioner (Estates)