# CALD GO

CIDCO Bhavan, Marketing Section, CBD-Belapur, New Bombay-400 614.

Ref: CIDCO/MM/Airoli/HIG-I/AL-5/HP/116/T-4. Date: 27.6-88

Shri/Amt. Sathees Chandran P-Zabira Niwas, R.No.1 Karvalho Nagar, P.O. J.K. Gram Thane

Sir/Madam,

Sub: Allotment of HIG-I type tenement at Airoli on Hire Purchase Term.

In continuation of our earlier communication, this is to inform you that as a result of the lots, below

Туре	Sector	Bldg. No.		Floo	or		Tenement N	10.
AL-5 HIG-I	5	2		4	7.		3	-
The other deta	ails are as follows :	1						
1)	Price of the tenement		***	***	:	Rs.	66,000-00	
2)	HUDCO loan admissible	3			:	Rs.	37,100-00	
3)	Buyer's contribution				:	Rs.	28,900-00	
4)	Period of repayment				:	8½ y	ears	
5)	Amount of monthly equat	ed instalment			:	Rs.	639-00	
2) You are	requested to make the pay	ments as detail	led b	elow.			4 .	

A) Price of the tenement : Rs. 66,000-00 \*Less: HUDCO loan admissible: Rs. 37,100-00 Buyer's contribution : Rs. 28,900-00 : 28,900/-Less: amount recd. Balance payable

B) Misc. Deposits:		Rs. Ps.
1) Share Money & Entrance		
fee of the Association	:	101-00
2) a) Security deposit equal to		
three monthly equated		-
instalments of Hire		
Purchase (no interest is		
payable on this deposit)	:	1917-00
b) HUDCO monthly equated		
instalment for the month		
of occupation	:	639-00
3) a) Deposit for service		
charges equal to three		
months service charges	:	63-00
b) Service charges for the		
month of occupation	:	21-00
4) a) Service connection charges		
as determined by the MSEB	:	3000-00
b) Meter deposit as		
determined by the MSEB	:	400-00
5) Documentation charges	:.	100-00
6) Cost of the latch	:	180-00
7) Water deposit	:	250-00

Total: 6671-00

Note: Interest @ 15% is payable for the delay if any in making payments beyond the scheduled dates This applies even to the payments already made but not within the dates then specified.

\*Note: Attention is invited to the increased amount against HUDCO Loan admissible. Due to this increase the amount excess paid towards buyers' contribution will be refunded in due course after taking over possession of the tenement. It will not be adjusted against payment of Misc. Deposit at para 2 (b) above.

- 3. a) Payments as indicated at 'A' and 'B' above are required to be made by separate demand drafts drawn on CIDCO Ltd., in our office at CBD-Belapur from 10-00 a. m. to 1-00 p. m. and 2-00 p. m. to 2-30 p. m. on or before \_\_\_\_\_\_\_. Interest if any payable, would however, be accepted in cash.
  - b) You are requested to bring all relevant papers including the receipts of payments so far made by you while visiting our office.
- 4. The tenements are expected to be ready for occupation by Twy 88. Possession of the tenement will be given to you after you have made the payments as indicated above and executed the necessary legal documents.
- 5. You will have to pay such monthly service charges as indicated at Col. No. 3 (b) under Miscellaneous deposits in Para 2 above, as also monthly equated instalment of HUDCO Loan from the month of occupation.
- 6. You will have to take electric connection in the tenement allotted to you from MSEB and to pay the energy charges to the MSEB as per their bills.
- 7. The maintenance of the water meter and water line in the condominium is the collective responsibility of all the individual allottees.

Thanking you,

Yours faithfully,

Marketing Manager.

cc to M (TS) / EO

CIDCO OF MAHARASHTRA LIMITED

CIDCO Bhavan, Gr. floor, CBD-Belapur, New Bombay-400614.

UNDER CERTIFICATE OF POSTING

No. CIDCO: MM: AIROLI: AL-5 :HP/DP 146

Date : 15-5-89.

Sathees Chandran P.

Sathees Chandran P.

Zabira Niwas, R. No. 1

Karvalho Nagar, PO J. K. Gram.

Thane.

Sub: Allotment of AL-5 type tenement at Airoli.

Please refer to this office allotment letter dt. 1.11.88 As specified therein you were required to complete the payment towards the balance price and the misc. deposits by We find from our records that we 30.11.88. have not yet received the same in full. This is a breach of the contract resulting in the cancellation of the allotment. As a special case, we have however decided to allow you to complete the payment, if it is made alongwith interest at prevailing rate by 16.06.1989 . Please note that in the event of your failure to complete the payment alongwith interest upto 16.06.1989, the allotment made in your favour shall stand revoked without any further notice and as a consequence thereof the registration charges paid by you shall be forfeited to the Corporation. CIDCO will be free to sell the tenement so cancelled to any prospective buyer and as such no request for revalidation of allotment would be considered from your side thereafter.

Thanking you,

Yours faithfully,

Marketing Mamager

P.S.: If you have already paid the full amount due, please ignore the notice of payment. However, you are requested to visit the office and complete formalities for taking possession quickly after signing the agreement.

### PHYSICAL POSSESSION RECEIPT

No. CIDCO/EE/Airoli		Dt. / / 19
To,		4 7 89
The Executive Engineer (Ai CIDCO OF MAHARSHTRA LTD., Site Office, Airoli, New Bombay.	roli)	
Sub :- Taking over posses	sion of tename	nt No.
Bldg.No.	_ Sector No	3
Bldg.No.  Ref :- Allotment letter No.  Dear Sir,	o. d	t. 5
Dear Sir,		26 6 89
I have inspected the tenam	ent alloted to	me vide above
referred letter. I hereby		
tenament today	Thomas and	
defects in the construction	etc.except p	cobable leakages
in the house if noticed.		
Thanking you,	Signa	ature of buyer
mel lang 1 three:	Name (	
C.C. : AEE (Airoli) Estate Section	Address:	alhees Chinahun
Owner.	20	whine Nivay Room N
		walka Nager . PA
		k gran po.
		here



# OF MAHARASHTRA LTD.,

Estate Officer's Office, CIDCO Bhavan, 1st floor, CBD-Belapur, New Bombay-400 614.

Date : 26-6-3 TAKING OVER POSSESSION BY THE ALLOTTEE Sector S at Vashi/CBD - Belapur/Panvel Nerul/Kalamboli/Airoli. 1. Date of allotment 2. Name of Hire/Outright Purchase : 3. Date of execution of Agreement :\_ Executive Engineer ( Asstt. Estate Officer Vashi/Airoli/Belapur/Panvel/ Nerul/Kalamboli POSSESSION RECEIPT I hereby certify that I have taken over possession of the apartment No. \_ at Vashi/CBD - Belapur / Panvel / Nerul/Kalamboli/Airoli on this day of \_\_\_\_\_\_\_\_ after proper inspection of the fittings and fixtures provided therein. The points noted in a seperate form provided for fittings and fixtures are required to be attended to by CIDCO for which I am remaining present myself or through my representative in the apartment during office hours from 9-30 a. m. to 5-30 p. m. I have no claim whatsoever in case of my failing to remain present during the above period. I am aware that the power supply is not made available as yet for which I am ready to wait till such time electricity is made available by the MSEB. Before taking over possession, I have verified the fittings, fixtures and amenities in the above apartment and they are according to the items listed and according to plans and specifications enclosed with the agreemeent I have inspected the apartment and satisfied myself. I accept the above said apartment and have no complaint of any nature whatsoever and I would not claim another apartment from CIDCO later on. Received Lock No. with duplicate key (Signature of allottee) Copy to: i): Maharashtra State Electricity Board

ii) : Maharashtra Water Supply & Sewarage Board

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पडताळणी	9=90
शेरे	660 - 01
एकूण की	हस्य=वर

रियम निवंधक स्रवे-३

THIS DEED OF APARTMENT made at ALICO New Bombay, this Manager of M

WHEREAS: Revi DesK-I17-1/LIBPINS/89/ date 7.083

the Collector of Mane. vested in the Corporation for development and disposal inter alia, a piece or parcel of land situate at Village Trensit Mane Dist. The bearing Gat or Survey No. 274Pt 2) 5 Pt 272 Pt 272 Pt 271 Pt admeasuring Square

Metres or thereabouts being Plot No. Schedule hereunder written (hereinafter referred to as the said land).

(2) The Corporation obtained possession of the said land and constructed thereon type building No. 1706 each of ground and proper floors such building being designated as "Condominium B. A. type building No. (hereinafter referred to as "the said Building") of which the Corporation is the owner.

Solver 208

(3)	By an Agreement for Sale of Apartment dated the
	day of J9n
	Agreement") made between the Corporation of the One Part and the
	Apartment Owner of the other Part, the Corporation agreed to sell to the Apartment Owner Apartment No. STAC-ST 2131 At ROCI
	TOGETHER with certain percentage hereinafter specified of the
	undivided interest appurtenant to such apartment in and to the
	common arreas and facilities of the said land and building at or for
	the Price of Rs. 66000- (Rupees 5/Kty 5)Ktho
	のカリュ. ) to be paid by the Apartment
	Owner to the Corporation by instalments at the times and in the
	manner therein provided. And in pursuance of the said agreement
	for sale, the Apartment Owner paid on
(4)	The Corporation executed on the
	a Declaration (hereinafter referred to as "the said Declaration"
	under the Maharashtra Apartment Ownership Act, 1970 (hereinafter
	referred to as "the said Act") which Declaration together with its
	Annexure A (Plans), A1 (Form of Lease) B (Statement of proportionate
	shares) and C (Bye-laws) attached thereto, has been registered in the
	Office of the Sub-Registrar of Assurance atThank
	Office of the Sub-Registrar of Assurance at
	in the register of Dodgoville
	of Apartments under the said Act, a true copy whereof has been filed
	of Apartments under the said Act, a true copy whereof has been filed with the Housing Commissioner Bombay, on the 24th day of
(3)	provisions of the said Act (i) the aforesaid Declaration submitted to the
-	provisions of the said Act (i) the said by the
	and (ii) the said land.

MAIENLE

and made between the corporation of the One Part and-Smr. Swar P. R.

and (2) CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, therein referred to as "the Lessees" of the other Part, the Corporation demised to the said lessees the said land as tenants in common in shares equal to their respective percentages of the undivided interest in the common area and facilities as expressed in the aforesaid Declaration filed by the Corporation under the said Act, and more particularly described in the Schedule to the said Indenture of Lease for a term of 60 years on the terms and conditions therein mentioned.

thousand only. ) of the sale price at or before the execution of these presents and has now requested the Corporation to execute in his favour a Deed of apartment in respect of the said Apartment which the Corporation has agreed to do in the manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows :-

In pursuance of the said agreements and in consideration of the sum of Rs. (Rupees Hue thousand Inconsideration of the sum of St.) paid on or about the St.) day of St.) 19\$ 84 as earnest money as aforesaid and the further sum of thousand only ) paid by the apartment Owner to the Corporation at or before the execution of these parents making together the sum of Rs. 66000 (Rupees Sixty Sixty account) being the full amount of the sale price payable by the Apartment Owner to the Corporation (the payment and receipt whereof the Corporation doth hereby admit and acknowledge and of and from the same and every part thereof doth forever acquit, release and discharge the Apartment Owner) the Corporation Doth Hereby grant, convey, assign and assure unto the Apartment Owner for residential of the said building No. Perfo/3/se . hereinafter referred to as "the said Family Unit", as the same is specified in the said Declaration and more particularly described in the Second Schedule hereunder written and delineated on the Plan (with Architects' Certificate) hereto said building and shown thereon surrounded by black coloured boundary line TOBETHER WITH I percent of undivided interest appurtenant to the said Family Unit in and to the common areas facilities of

Sathanas

the said land and building as the same are specified in the said Declaration, all hereinafter collectively referred to as "the said premises" TO HOLD the said premises hereby granted, conveyed, assigned and assured unto the Apartment Owner as heritable and transferable immovable property within the meaning of any law for the time being in force subject to the provisions of the Maharashtra Apartment ownership Act, 1970, the said Declaration and Annexure "C" attached thereto being the Bye-laws of the Condominium and all rules, regulations and agreements lawfully made and/or entered into pursuant to the provisions of the aforesaid Act. Declaration and Bye-Laws AND ALSO subject to the terms, conditions and lessess covenants contained in the said lease of the said land AND the Corporation doth hereby for itself, its successors and assigns convenant with the Apartment Owner his heirs, executors, administrators and assings that notwithstanding anything by it, the Corporation, done omitted, or knowingly suffere it, has in itself good right, full power and absolute authority to grant, convery, assign and assure all the said premises hereinbefore expressed to be hereby granted, conveyed, assigned and assured upto and to the use of the Apartment Owner, his heirs, executors, administratorsis and assign subject as aforesaid AND that it shall be lawful for the Apartment Owner of all times hereafter peaceably and quietly to enter into and upon, hold possess and enjoy the said premises and receive the rents and profits thereof and every part thereof, subject as aforesaid without any interruption or disturbance by the Corporation or its successor or any person claiming under or in trust for the Corporation AND THAT freed and cleared and freely and clearly and absolutely released and for ever discharged or otherwise by the Corporation or its successors well and sufficiently saved, defended, and kept harmless and indemnified of, from and against all estates titles, charges, encumbrances, claims and demands created, occasioned, or made by it the Corporation or any person or persons lawfully or equitably claiming by, from through under, or in trust for it, AND THAT if, the Corporation, and every person or body having or claiming any estate, right or interest in or to the said premises or any part thereof under or in trust for it the Corporation will at all times hereafter at the cost of the Apartment Owner or any other person requiring the same, execute and do or cause to be executed and done all such further and other lawful and reasonable acts, deeds, matters, things, conveyances and assurances in the law whatwoever for the better and further granting, conveying, assigning and assuring the said premises and every part thereof unto and to the use the Apartment Owner in manner and subject to as aforesaid as shall or may be reasonable required by the Parchaser, his heirs, executors, administrators and assigns or his council in

The Apartment Owner doth hereby covenants with the Corporation that he the Apartment Owner, shall observe and perform the terms, conditions and covenants contained in the hereinbefore recited Indenture of Lease in so far as the same relates to the said premises and shall also Declaration and shall indemnify and deep indemnified the Corporation against non-observance or non-performance thereof by him.

of any of

- 3. The Apartment Owner covenants with and undertakes to the Corporation that he/she shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said premises, save and except with the previous written premission of the Corporation which permission shall not be refused if the Apartment Owner performs or is willing to perform the following conditions that is to say:
  - (1) The Apartment Owner pays to the Corporation one helf of the difference between the declared price and the price paid by the Apartment Owner to the Corporation for buying the said premises. Provided that the payment to be so made by the Apartment Owner to the Corporation shall not be less than Rs. 1000/-
  - (2) In the instrument by which the Apartment Owner shall transfer the said premises the Apartment Owner binds the transferee not to self assign, mortgage, underlet or otherwise transfer wholly or partly the said premises save and execpt upon the observance and performance of the conditions herein written.
  - (3) A true certified of the instrument of transfer executed between the Apartment Owner and the transferee is deposited with the Estate Officer of the Corporation within seven days from the date of its execution.

Explanation (i): "The declared price means the price calculated at such rate or rates as may be determined by the Corporation in the months of January and July each year in respect of apartment with reference to their location, plinth areas and permitted users, and displayed in the office of the Corporation".

Explanation (ii): Nothing contained herein shall apply to mortgage of the said premises or any part therof, to the Central Govt., a State Govt. a Nationalised Bank, the Life Insurance Corporation of India, the Maharashtra State financial Corporation, the Housing Development finance Corporation Ltd. or and employer of the Apartment Owner or any other financial institution as may be approved by the Board of Directors of the Corporation from time to time for the purpose of securing a loan borrowed for buying the said premises.

#### THE FIRST SCHEDULE ABOVE REFERRED TO

All, that piece of land containing by admeasurement 3219,20 square metres or thereabout being Plot No. 8 in Sector 51 December of the layout of land earing Get No. 224 than other lands situate, lying



		nano
and being at Village	Thane District	
in the Registration Sub-District	District	and
DOUDORD OF follows that !- As sour!		
On the North by - 7.5 MH3.0	orderd.	
On the North by - 7+5 1717	00	
On the East by - 8 Per 31		
On the South by - open SP	ide rel	
On the West by -		
THE SECOND SCHEDULE	BOVE REFERRED TO :	
THE SECOND SCHEDULE	BIRON	
Apartment No SALT 20	on the	soul
Apartment No 5 Act 2 3 st s floor of Building No 224Pt and other lands (mo	quare metres on Sector	panoy
floor of Building No Reg 23 on plot	Nodescribed in t	he First
of gat No 224Pt and other lands (mo	re particularly described is bour	nded as
Schedule hereinabove written) and which	life said . T	
On the North by On the East by	ADC-412/2	
On the North by - apan Space	29(1103)	
On the East by - 51 PC 5 2 151 On the South by Devr space	open space	The wall
On the South by spen space	101-42/4	
On the South by Open Space	te 5/ 1/05/21/	
IN WITNESS WHEREOF, the parties	hereto have hereinto set a	nd sub-
scribed their respective hands the day ar	nd year first hereinabove wri	itten
SIGNED and DELIVERED by the	)	
within named CITY AND	)	0
INDUSTRIAL DEVELOPMENT	) 11-012	1
CORPORATION OF	, non	15
MAHARASHTRA LIMITED by the	) Estate Officer	HH
hand of Shri. N. N. EDAPE	) CIDCO Ltd.	A P
Asst. Law Officer		(A)
		1
in the presence of:	Ass	
(1) Shri/Smt/ T. Mhaway(a)	· MM	3592
(2) Shri/Smt B.D. 159714 90	Many -	
	, fort	
SIGNED and DEVLVERED by the		
willinnamed Apartment o	andra	
Shri/Smt 9thce CP	goth	
in the presence of :		
(1) Shri/Sant V-T Myqwally	Mu	
(1) Shri/Smt 7. T. Mhqwaller (2) Shri/Smt B. D. Kank90	MM	
, J.J.Q)	1/2	

RECEIVED of and from the within- named Apartment Owner the sum of Rs. GG DOOL (Rupees SALG) SNC THOUSAND QUEL	1))))
theday of MAY 19 92	)
the full consideration within mentioned	)
to be paid by him to us.	1

WE SAY RECEIVED

For the City And Industrial Development Corporation of Maharashtra Limited.

Assistant Law Officer

CIDCO LTD, Belapur

New Bombay-400 614
Estate Officer

CIDCO Ltd.

Annexure A-Floor Plan delineating the said Family Unit with Architect's Certificate.

(Shais Sather C.P.)

UB TRAR

				19
DATED	THE	DAY	OF	19

### CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

-TO-

(Apartment Owner)

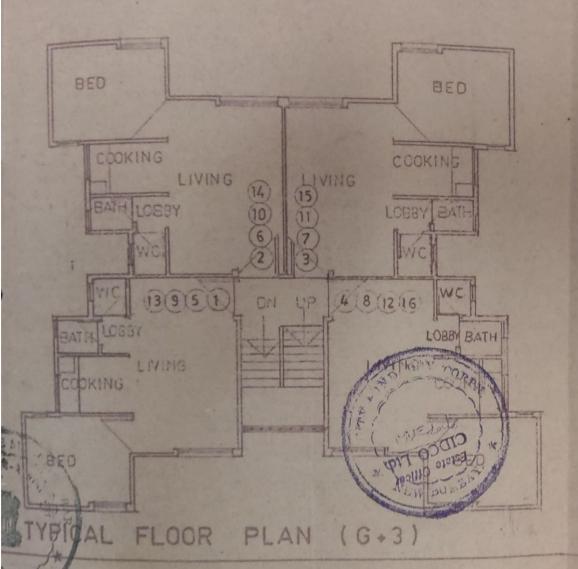
DEED OF APARTMENT

NO.....

# CIDCO AIROLI HOUSING ESTATE

A TO THE AGREEMENT FOR SALE OF APARTMENT

ANNEXTURE B TO THE DEED OF APARTMENT



HOUSING TYPE AL-5, IN SECTOR 5,16,17.
AIROLI, NEW BOMBAY.

AREA STATEMENT

TAC COMCOATION	CARPET AREA	BUILT UP AREA
LIVING BED COOKING BATH W C LOBBY	12 · 49 SQ · MT · 7 · 55 ** 3 · 16 ** 1 · 11 ** 0 · 90 ** 0 · 74 **	
TOTAL	25 - 95 SQ-MT.	33.05 SQ.M.

I. V.V.Keskar, Architect, do hereby certify that this is an accurate copy of the typical floor plan of AL-5 type building as shown above and approved by the local authority namely city & Industrial Development Corporation of Maharashtra Limited within whose jurisdiction the building is located and that the said plans fully and accurately depict the line diagram, apartment numbers and dimensions of apartment as built.

I solemnly affirm that what is stated above is true to the best of my knowledge, information and belief.

Solemnly affirmed at CBD Belapur.

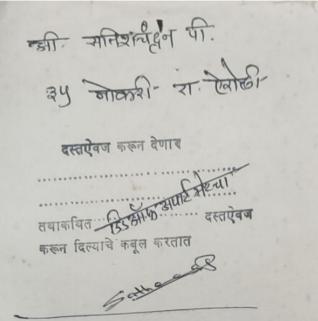
This 30th day of June. 1988.

Westan

(V.V.Keskar)
Architect, CIDCO LTD.,
CIDCO Bhavan, CBD Belapur.
New Bombay.

Comment of the second

BEFORE ME



भी: अर्पण देवारात डाहाव व्यापार मा वार्या

येचोल व्याम निवयकास माहीत अमलेले इसम असे नियेदन कातात की, ते दर्तवण करून देणाच्या उपरावत इसमास व्यक्तितः आणतात आणि स्थायी बोळक पटिवतातः

- Vadhav

दिनांक ९ माहें में सन १९९२ राजिया विवंधक दाये-३





186 - 186 -

Agreement to Hire parchase

Between

M/s. CIDCO of

Maharashtra Ltd.

And

Shri/Smt. Salhes chandran p

Assistant Estate Officer,

& Industrial Development Corporation,
of Maharashtra Ltd.

VASHI, New Bombay - 400 703.

Cflire - punchesen

VASHI, New Bombay - 200 1001

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES hereto as follows:

1. The Corporation shall, under normal conditions, construct buildings, in accordance with the said plans and specifications seen and approved by the Hire-Purchaser with such variations in the said plans and specifications as the Corporation may consider necessary but so as not to reduce the total area of the said Apartment. The Hire-Purchaser hereby consents to such variations being made by the Corporation.

2. The Corporation shall sell and the Hire-Purchaser shall purchase the said Apartment soft An No. ACT

TOGETHER with certain percentage (to be hereafter specified in the Declaration to be made by the Corporation under the said Act) of the undivided interest, appurtenant to such apartment, as tenant-in-common with the Owners of other Apartments, in and to the common areas and facilities of the said land and building (all the said Apartment and percentage hereinafter collectively referred to as "The Apartment") as heritable and transferable immoveable property at or for a price of OOO/ (Rupees of V)

only) to be paid by the Hire-Purchaser to the Corporation in instalments at times and in the manner hereinafter mentioned, subject to the grant of permission of the Competent Authority under the Urban Land (Ceiling and Regulation) Act 1976

3. The Hire-Purchaser agrees to pay to the Corporation the said sale price of Rs. 66 000

instalment as follows:

Instalment Amount To be paid on (Rs.) or before

(as earnest money)

B.C. P., 28, 900/1Pan

The balance of the sale price of the appartment together with its percentage of undivided interest in the common areas and facilities appurtenant to the apartment is Rs. 2) (Rupees Thirty

purchaser will pay the same to the Corporation with intesrest @ 1 20/0 by 6 2 1000 kg equated monthly instalment of Rs. (Rupees 34)

such instalments shall be paid by the hire purchaser to the Corporation in the month in which possession is handed over and the subsequent instalments shall be paid by the hire purchaser without any deduction on whatsoever to the Corporation on or before the first day of such and every succeeding month until the payment of the balance of the sale of Rs. ). The hire

shall have been made -,

The Hire-Purchaser agrees and declares that the Corporation shall have liberty to increase the said sale price and the instalments determined for payment of the said sale price as aforesaid, if the Corporation shall be required to pay interest at a rate higher than the existing rate in respect of the loan borrowed by the Corporation from the Housing and Urban Development Corporation Limited or any other financial institution for the purpose of constructing the said building and selling apartments in such buildings on hire-purchase basis.

- Without prejudice to the other rights of the Corporation under this Agreement and/or in law, the Hire-purchaser shall be liable to pay to the Corporation interest at the rate of 15% per annum on all amounts due and payable by the Hire-Purchaser under this Agreement if such amount remains unpaid for seven days more after becoming due.
- 5. Possession of the Apartment shall be delivered to the Hire-Purchaser as provided hereinafter after the building is ready for use and occupation PROVIDED THAT ALL the amounts due by the Hire-Purchaser under clause 3 of this Agreement shall have been then paid to the Corporation. The Hire-Purchaser shall take possession

Assistant Estate Officer, City & Industrial Development CO rporation, of Maharashtra Ltd. VASHI, New Bombay - 400 703.

Gothe SP

of the said Apartment withinseven days of the Corporation giving written notice to the Hire-Purchaser intimating that the said Apartment is ready for use and occuption or within such extended time as may be allowed by the Corporation in writing.

- 6. Possession of the Apartment shall be delivered by the Corporation to the Hire-Purchaser on or before the Aman and the Hire-Purchaser of the Corporation shall not incurrany liability to the Hire-Purchaser if it is unable to deliver possession of the said Apartment by the date aforesaid if the completion of the building is delayed for any reason beyond the cortrol of the Corporation, including, without limiting the generality of the foregoing, reason of nonavailability of steel and/or cement or other building materials or by reason of war, riot, civil commotion, strike, go-slow, lock-out or an act of God or if non-delivery of possession is as a result of any notice, order, rule or notification of the Government, a Public Authority or a Court of Law.
- 7. If, for any reason, the Corporation is unable or fails to give possession of the Apartment to the Hire-Purchaser within the date specified above, or within any further date or dates, as may be agreed to by and between the parties hereto then and in Hire-Purchaser shall be such case, the entitled to give notice to the Corporation terminating this Agreement, in which terminating this Agreement, in which event, the corporation, shall within two weeks from the receipt of such notice, refund to the Hire-Purchaser the amount or amounts if any which may have been received by the Corporation from the Hire-Purchaser in part payment, in respect of the said Apartment without any interest on such amounts. Neither party shall have any other or further claim against the other in respect of the Apartment or arising out of this Agreement,
- 8. The Hire Purchaser will use the apartment for his/her residence and for no other purpose.
- 9. After the Hire-Purchaser is permitted to occupy Apartment as aforesaid, he, the Hire-Purchaser, shall be subject to all the duties, obligation and liabilities in respect of the Apartment under the said Act and shall comply with the bye-laws of Condominium and all the rules and regulations made in respect thereof.

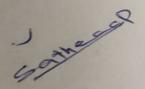
- 10. The Hire-Purchaser shall not be entitled to any of the right and/or privileges of Apartment Owners under the said Act unless and until he shall have paid to the Corporation the full sale price of the Apartment and obtained proper Deed of Apartment in his favour the Corporation as hereinafter provided.
- 11. The Hire-Purchaser shall pay the electricity charges for the electricity consumed in respect of his Apartment as recorded in the meter separately attached to his Apartment and shall also pay his proportionate share of water charges as may be apportioned in respect of the Apartment.
- 12. The Hire-Purchaser shall bear and pay proportionate property taxes and service charges and all other outgoing according to the percentage in the common expenses payable in respect of the apartment referred to in clause 13 hereinafter.
- 13. The Hire-Purchaser shall pay regularly every month on the first day of each month to the Corporation until the Deed of Apartment has been executed in his favour by the Corporation and thereafter to the Association of the Apartment Owner his proportionate share that may be specified by the Corporation and/or the said Association of (a) insurance premium, (b) all service charges and property taxes and other taxes and outgoings that may from time to time be levied against the land or building, including water taxes, (c) outgoings for the maintenance and management of the building, common lights and other outgoings and collection charges incurred in connection with the Apartment and also his proportionate share of the ground rent payable to the Corporation.

14. The Hire-Purchaser will deposit and keep deposited with the Corporation before occupying the Apartment a sum of Rs (Rupees ), as deposit

towards the aforesaid expenses, charges, outgoings and costs referred to in clause 13 herein above. The said deposit will not carry any interest and will remain with the Corporation until the Deed of Apartment has been executed by the Corporation in

3

Assistant Estate Officer,
City & Industrial Development Corporation,
of Maharashtra Ltd.
VASHI, New Bombay - 400 70%.



favour of the Hire-Purchaser and thereafter the said deposit shall be transferred and paid over to the Association of the Apartment Owners for being held in deposit in the name of the Hire-Purchaser by the

- 15. The Hire-Purchaser shall not acquire Association. interest or property in the Apartment until he shall have paid all instalments of the sale price as aforesaid and obtained Deed of Apartment from the Corporation poration in respect of the Apartment as hereinabove stated.
- The Hire-Purchaser shall maintain his Apartment at his own cost in good and tenantable repair and condition and shall not commit or suffer to be done anything in or to the said Apartment or to the building or common areas and facilities which may be against the bye-laws of the type Condominium or rules and the gulations in respect of the said building, nor shall the Hire-Purchaser make any alteration or addition in or to the Apartment or any part thereof.

Hire-Purchaser paying to the all the aforesaid monthly On 17.

Hire-Purchaser instalments aggregating to Rs. 3 (Rupees in the payment of sale price hereinbefore mentioned, and provided the Hiro-Purchaser shall have duly observed Hire-Purchaser shall have duly observed and performed all the terms and conditions Agreement, the of the Hire-Purchase Corporation will execute in favour of the Hire-Purchaser Deed of Apartment thereby transferring ane conveying to the Hire-Purchaser the Apartment together with his percentage of undivided interest in the common areas and facilities appurtenant to the Apartment as heritable and transferable immoveable property. Such Deed of Apartment shall be subject to the provisions of the said Act, the Declaration, If any made and the bye-laws of Condominium of type building and the rules and regulations pertaining to the Apartment No.

and shall also

be subject to the terms, conditions and Lessees' covenants contained in the lease of the land to be executed subsequently by the Corporation in the form Annexed hereto.

18. On the execution of the Deed of Apartment by the Corporation in favour of the Hire-Purchaser shall become a number of the Assertion new nember of the Association of the Apartment Owners of the said builning on payment of the Entrance Fee of Re. 1 and payment of the Entrance less of the said shall hold at least one share of the said Association of the face value of Rs. 100.

- 19. If the Hire-Purchaser shall commit default in payment of any two monthly instal-ments of sale price or if the Hire-purchaser ments of sale price of any of the terms and shall commit breach of any or an Agreement conditions of the Hire Perchaser Agreement conditions of the mile routidate. Agreement type or of the bye-laws of condominum or of the rules and regulations in condominum or of the fules and regulations in respect of the said building, the Corporation will be entitled to determine this Agreement by giving 30 day's notice in writing to the Hire-Purchaser, and on the expiry of such notice, to re-enter upon the Apartment or any part thereof in the name of the whole, and occupy the Apartment free from any right, claim or interest of the Hire-Purchaser, if in the meaninterest of the Hire-Purchaser, in the mean-time the Hire-Purchaser shall not have paid arrears of the instalments or rectified the breach or breaches but without prejudice to Corporations right of any other action under the provisions of an other law in respect of such arrears or breach or breaches,
- 20. On the expiry of the notice referred to in clause 19 above, this Agreement shall stand determined Upon such determination of this Agreement, all the instalments of the Hire Purchase paid till then by the Hire-Purchaser to the corporation, shall be retained by the Corporation and appropriated as compens and occupation of ation charges for use the Apartment by the Hire-Purchaser till the date of such determination and the Hire-Purchaser will not be entitled to claim refund of any portion of such payment.
- 21. Until the Deed of Apartment is executed under the said Act in favour of the Hire-Purchaser, the Hire-Purchaser shall not sell, transfer, assign or part with his interest under or benefit of this Agreement in any manner in favour of any person or persons.
- 21-A. The Hire Purchaser shall not appoint any person as his their/its agent, by a Power of Attorney or otherwise, for the purpose of this Agreement except his/her spouse, father mother or a major child.
- All notices to be served on the Hire-Purchaser as contemplated In this Agreement or otherwise shall have been duly served on the Hire-Purchaser if sent to the Hire-Purchaser by prepaid post under certificate of posting at his following address, namely

Assistant Estate Officer, City & Industrial Development Corporation of Maharashtra Ltd. VASHI, New Bombay - 400 708:

theo 5)

23. All costs, charges and expenses of and incidental to the preparation and execution including stamp duty of this Hire-Purchaser Agreement and its duplicate and of the Deed of Apartment and registration charges thereof shall be borne and paid by the Hire-Purchaser.

24. After execution, the original of this Hire-Purchaser Agreement will be kept with the Corporation and the duplicate thereof will be with the Hire-Purchaser.

IN WITNESS WHEREOF the parties have hereinto and to a duplicate hereof set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED, SEALED and DELIVERED by the withinnamed CORPORATION BY THE HANDY & Industrial Development OF Shri D. J. Gara

of Maharashtra 1td.

VASHI, New Bombay - 400 703.

(Designation)

in the presence of -

1. Shri S, V, Kokan Ot

2. shirt A.R. Wash

SIGNED and DELIVERED by withinnamed

Shri/9mgs Salhees chandran

(Hire Purchaser)

in the Presence of -

1. Shri S.V. Kokan P

2. Shir D.M. HO'N

Dated this

day of

198

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

TO

SHRI

(Hire-Purchase)

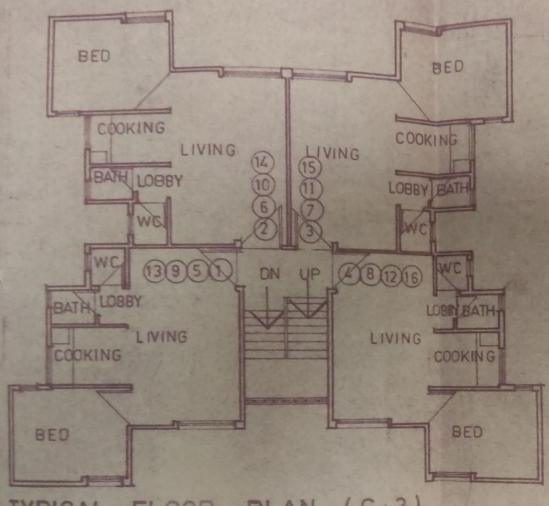
HIRE-PURCHASE AGREEMENT

7694170 BN Bhosle.

# CIDCO AIROLI HOUSING ESTATE

A TO THE AGREEMENT FOR SALE OF APARTMENT

ANNEXTURE B TO THE DEED OF APARTMENT



TYPICAL FLOOR PLAN (G+3)

HOUSING TYPE AL-5, IN SECTOR 5,16,17. AIROLI, NEW BOMBAY.

### AREA STATEMENT

AC COMODATION	CARPET AREA	BUILT UP AREA
LIVING BED COOKING BATH W C LOBBY	12 · 49 SQ · MT · 7 · 55 * 7 3 · 16 * 17 1 · 11 * 7 0 · 90 * 7 1 0 · 74 * 12	
TOTAL	25 . 95 SQ. MT.	33.05 SQ.MT.

I, V.V.Keskar, Architect, do hereby certify that this is an accurate copy of the typical Floor plan of AL-5 type building as shown above and approved by the local authority namely City & Industrial Development Corporation of Maharashtra Limited Within whose jurisdiction the building is located and that the said plans fully and accurately depict the line diagram, spartment numbers and dimensions of spartment as built,

I solemnly affirm that what is stated above is true to the best of my knowledge, information and belief.

Solemnly affirmed at CBD Belaur.

This 30th day of June, 1988.

(V. V. Kesker)

Architect, CIDCO LTD., CIDCO Bhavan, CBD/Belaput,

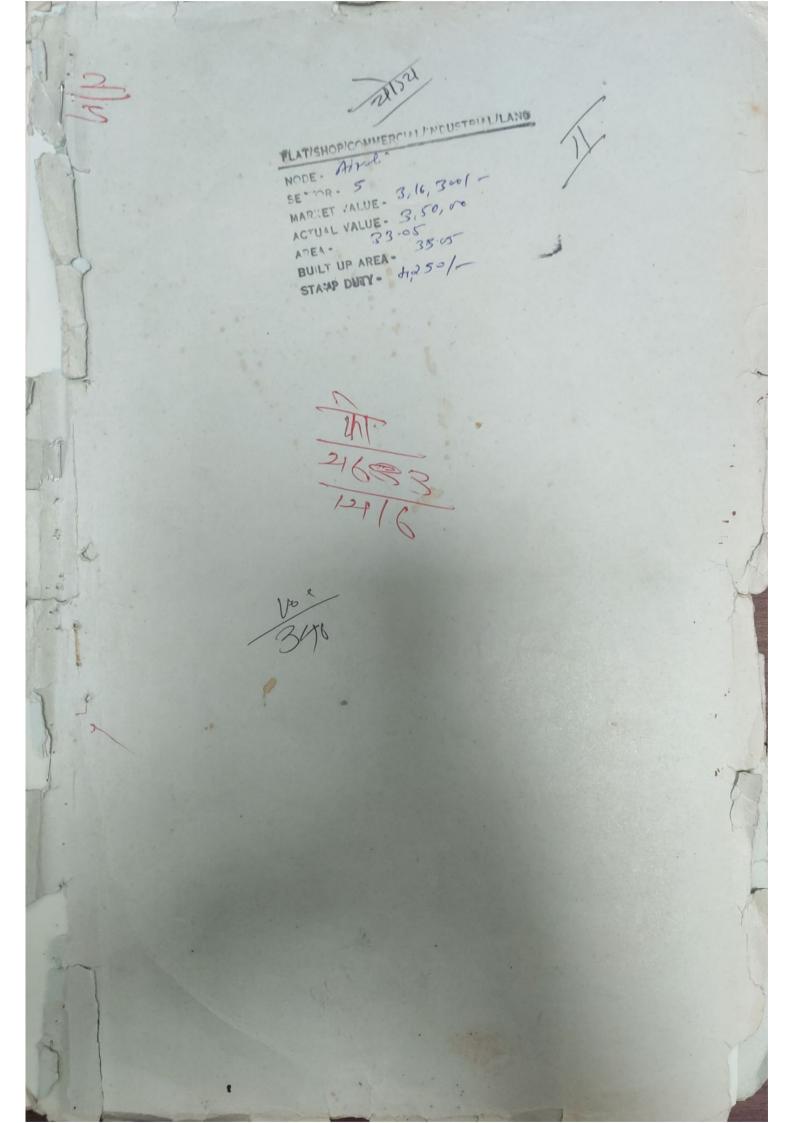
New Bombay.

Mornion State Gees

Assir ant Estate Officer, Andrest and a elepment Corporation,

SHI, Des Bonbay - 400-70%.

BEFORE ME.



### नवी मुंबई महानधीरपालिका करनिर्धारण व कर संकलन खाते

टी.ए.टी.क. 392 3004-2008

दिनांक :- 4/92/२००५

विभाग क्र. - जी, ऐरोली.

प्रति, श्री/श्रीमती लानुगार एसः होटी व ब्यर्सती छार होटी ८-एट-५१२/३ व्यक्टर-५ एनोल - नवी मुक्ड विषय :- मिळकतीचे हस्तांतर व नावातील बदलाबाबत.

आपली दि. 24/ 99/२०० १ ची नोटीस व त्यासोबत हजर केलेले पुरावे विचारात घेऊन खालील प्रमाणे आपल्या नांवाची नोंद नवी मुंबई महानगरपालिकेच्या दप्तरी धेण्यांत आली आहे.

(लेखा क्रमांक :- जी- 02-3899 पुर्वीच्या मालमत्ता धारकाचे नावः श्री/श्रीमती --- एप्तृ न्पृद्वन र्पी या द्वारे असे प्रमाणित करण्यांत येते की, वरील मालमत्ता नवी मुंबई महानगरपालिकेच्या दप्तरात खालील प्रमाणे नवीन मालमत्ता धारक :-श्री/श्रीमती

ह्यांचे नांवे हस्तांतरीत करण्यात आली आहे.

नवी मुंबई महानगरपालिका.

प्रत :- मा. उप कर निर्धारक व संकलक याँस माहिती व पुढील कार्यवाहीस्तव सविनय सादर.

धेरी को , विभानगार जी' विभाग ऐरोली, अर्जदाराची सही व नांव के हिण्णिक जवी मुंबई महानगर पालिका ारीख:



# नवी मुंबई महानगरपालिका

## मालमत्ता हस्तांतरणाचा नमुना १

ज्या व्यक्तीच्या मालकी हक्कांचे हस्तांतरण करावयाचे आहे त्या व्यक्तीने आणि ज्या व्यक्तिकडे हस्तांतरण करण्यात येणार आहे त्या व्यक्तीने हस्तांतरण लेख करुन अथवा नोंदणी करुन केले असेल त्यावेळी मुंबई प्रांतिक महानगरपालिका अधिनियम १९४९ मधील प्रकरण आठ मधील नियम १(१) अन्वये द्यावयाच्या हस्तांतरणाची नोटीस. (हस्तांतरण केल्यानंतर तीन महिन्याच्या आत देणे)

प्रति,

उपकरनिर्धारक व संकलक नवी मुंबई महानगरपालिका यांस,

या रामक्षमार हर्स कीही आशि स्मू नरस्वमा अर

मी श्री.

खालील वर्णनाच्या मालमत्तेच्या हस्तांतरणांची नोटीस देत आहे.

- हस्तांतरीत करण्याच्या मालमत्तेचे वर्णन
  - अ) मालमत्तेचा प्रकार व मोजमाप
  - ब) गावाचे नांव
  - क) मालमत्तेचा क्रमांक
  - ड) चतुःसिमा
    - १) पूर्वेस
    - २) पश्चिमेस
    - ३) उत्तरेस
    - ४) दक्षिणेस
- मालमत्ता विकणारांच किंवा ती हस्तांतरीत करुन देणाऱ्याचे नांव
- मालमत्ता खरेदी करणाऱ्याचे किंवा ती ज्याच्या नांवे हस्तांतरीत करावयाची आहे त्याचे नांव
- इस्तांतरणाचा लेख करुन दिल्याची तारीख
- खरेदीखत करुन त्याची दुय्यम निवंधक यांच्याकडे नोंदणी केली असल्यास खरेदी खताची रक्कम व खरेदीखत नोंदण्याची तारीख
- हस्तांतरणाची नोटीस दिल्याची तारीख

: 15 वासी घर 41.00 चौरस छिटर

·> रिंचवार्ग उथान

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कति. साहिवा लि. पी

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: 23/6/99

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ः हेरोली , दिवानगर

जी विभाग ऐरोली, अर्जदाराची सही व नांव के सिधारि नवी मुंबई महाजगर पात्तिका

ारीख:

नवी मुंबई महानगरपालिका							
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धनादेश/धनाकर्ष वटण्यासापेक्ष आदान स्विकारले आहे.

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### CONVEYANCE DEED

(Under the Provisions of Maharashtra Apartment Ownership Act 1970)

APARTMENT NO.: AL-5/2/3, Sector-5, Airoli,

Node: AIROLI, Navi Mumbai-400 708, Dist-Thane

Year of Construction: 1989

Declared Rate per Sq.Ft. : Rs. 935/=

Depreciation: 5%

Rate after Depreciation : Per Sq.Ft. 888.25

BUILT-UP AREA : 356 Sq.Ft. (33.05 Mtr.sq.)

Market Value for Registration: Rs. 3,16,300/-

Proof Attached : CIDCO document

Stamp duty (paper) attached: Rs. 4,250/-

SALE PRICE : RS. 3,50,000/-

PShelly \$ Dollar C.P

मोदणी ३९ म. Regn. 39 m. पावती क. दस्तऐयजाचा अश्रीचा अनुक्रमांक दस्तऐवनाचा प्रकार-सादर करणाराचे नाव-बालीलप्रमाणे की मिळाली:-नोंदणी फी, नक्कल फी (फोलिओ पृथ्ठांकनाची नक्कल फी टपालखर्च नकला किंवा जापने (कलम ६४ ते ६७) शोध किंवा निरीक्षण दंड-कलम २५ अन्वये कलम ३४ अन्वये न्प्रमाणित नकला (कलम ५७) (फोलिओ इतर फी (मागील पानावरील) बाब क.

दस्तऐवज नक्कल

रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल. या कार्यालयात देण्यात येईल.

एक्षा ..

प्यम् निबंधक ठाणे नं. इं यम निबंधक

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

हवाली करावा.

सादरकर्ता



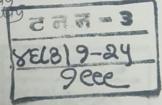
विकीचे डिकाम : वी-५४, ते-४ ऐरोली, नबी चुंबई

मन्द्रांत 1837 किमत र. 1000 नांव. Mv. Raykymar. s. shetty हस्ते Mrs Saraswati R-shetty

74 JUN 1999

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स्टम्म बेंडर (ई के. जाधव)



#### DEED OF APARTMENT CUM CONVEYANCE DEED

THIS DEED OF APARTMENT made at Airoli,

Navi Mumbai, this 14th day of JUNE. One Thousand

Nine Hundred and Ninety Nine BETWEEN

Shri. SATHEES CHANDRAN P.
an adult, Indian inhabitant, residing at

C/o. AL-5/2/3. Sector-5, Airoli, Navi Mumbai-400 708

hereinafter for brevity's sake called and referred

to as "the VENDOR" (which expression shall unless

repugnant to the context or meaning thereof be deemed

to include his/her heirs, executors, administrators

and assigns) of the ONE PART A N D

RShelty Dodles C.P

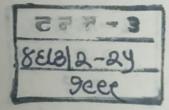


विकीचे किकाम: पी-५४. से-४ ऐरोली, नबी जंदई

नांव. Mr. R. S. Shely.

1 4 JUN 1999

स्टम्प वेंडर (६. इ. जाधन)



-2-

Shri. RAJKUMAR S. SHETTY & Smt. SARASWATI R. SHETTY

an adult, Indian inhabitant, at present residing at AL-5/2/3, Sector-5, Airoli, Navi Mumbai-400 708 hereinafter for brevity's sake is called and referred to as "the VENDEE" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators and assigns) of the OTHER PART.

RShelly Dottel

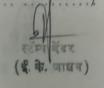


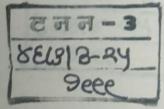
• विकीचे ठिकाण: पी-५४. से-४ ऐरोली, नवी चंवर्ड

बान् कार 1839 किंचन व. 1000 नांव Mr. R.S. Shetty

7 % JUN 1999

**सा**रील





-3-

#### WHEREAS

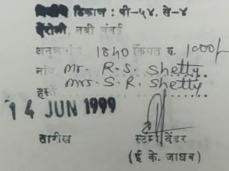
(1) By his Order Nos. Rev/Desk-I/T-1/LBP/

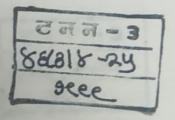
WS/891 dated: 7.6.1983

The Collector of Thane vested in the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD. a Company incorporated under the Companies Act,1956 ( I of 1956) and having its registered Office at 'Nirmal', 2nd Floor, Nariman Point, Mumbai-400021, hereinafter called "the Corporation",

RShethy Double C. P.







-4-

for development and disposal, inter alia, a piece or parcel of land situated at Village: Dive,

Tehsil: Thane, District: Thane, bearing Survey

No. 274pt., 275pt., 272pt., 270pt., 271pt.

Admeasuring 3219.20 Square Metres or thereabout being Plot No. 8, in Sector -5, at Airoli, and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Land")

RShifty During



विकीचे डिकान : पी-५४. से-४

वैरोली, नवी पंनई

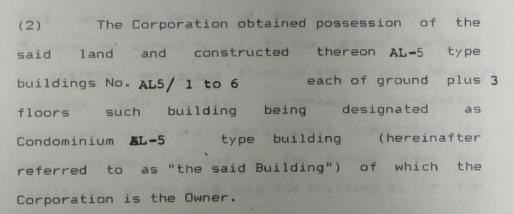
वान mr. Rrs. Shelly.. हस mrs. s. R. Shelly.

74 JUN 1999

स्टॅम्प वेंडर

-5-



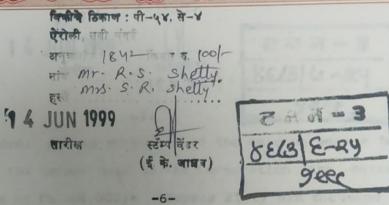


(3) By an Agreement for Sale of Apartment dated: 26-1-1989, (hereinafter called "the said Agreement") made Between the Corporation of the One

RShally Dollars
C.A to sotices C-P.





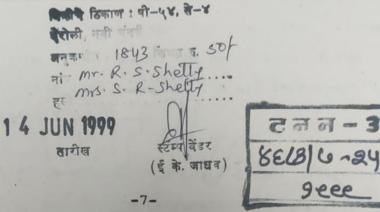


Part and the Vendor of the OTHER PART, the Corporation agreed to sell to the Vendor Apartment No. AL5/2/3 on ground floor of the Building No. AL5/2 TOGETHER WITH certain percentage hereinafter specified of the undivided interest appurtenant to such apartment in and to the common areas and facilities of the said land and building at or for the price of Rs. 66,000/= (Rupees Sixty six thousand only)

to be paid by the apartment owner to the Corporation by installment at the time and in the manner therein

BShitt pour





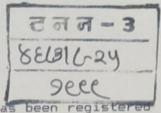


provided. And in pursuance of the said Agreement for Sale the Vendor paid to the Corporation the entire amount of Rs. 66,000/= (Rupees Sixty six thousand only) being the entire sale price.

(4) The Corporation executed on the dt.14/2/89, a Declaration (hereinafter referred to as "the said Declaration"), under the Maharashtra Apartment Ownership Act,1970 (hereinafter referred to as "the said Act") which Declaration together with its Annexure 'A' (Plans), A-1 (Form of Lease),

'B', (Statement of Proportionate Shares) and

RShelt Sotus C.P.



'C' (Bye-laws attached thereto, has been registered in the office of the Sub Registrar of Assurances at Thane, on the 21/2/1989 under Serial

Number P 883 in the register of

Declaration and Deed of Apartments under the said

Act, a true copy whereof has been filed with theCE MHADA, on the 24 day of Feb. 1989,

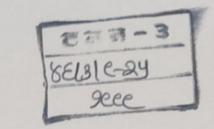
(5) The Corporation has by the aforesaid Declaration submitted to the provisions of the said Act (i) the said building with all improvements and (ii) the said Land.



(6) By an Indenture of Lease dated: 27-2-1989, and made Between the Corporation of the One Part and Shellsmt. Swar P. R.

the CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., therein referred to as "THE LESSEES" of the other Part, the Corporation demised to the said Lessees the said land as tenants in common in shares equal to their respective percentage of the undivided interest in the common areas and facilities as expressed in the aforesaid Declaration filed by the Corporation under the said

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C.A to Sources C.P



Act, and more particularly described in the schedule to the said Indenture of Lease for a term of 60 Years on the terms and conditions therein mentioned.

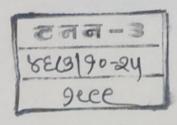
- on the 18/5/1992 Between the Corporation therein called as THE CORPORATION of the One Part and Vendor therein referred to as THE APARTMENT OWNER of the Other Part, and registered in the Office of the Sub.Registrar of Assurances at Thane-3, on the 19/5/1992 under Serial Number 1603 in the register of Declaration and Deed of Apartment under the said Act, the Corporation did thereby grant, convey, assign, and assured unto the Vendor for residential purpose the Apartment No. AL5/2/3 on the ground floor of the said Building No. AL5/2
- (8) The Vendor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Apartment.
- (9) The VENDEE has requested the Vendor to sell to the VENDEE the said Apartment in consideration of the Rs. 3,50,000/=

( RUPEES THREE LAKHS AND FIFTY THOUSAND ONLY )

and the Vendor has agreed to sell to the VENDEE the

RStelly Duller C. A. do sothers C. P.





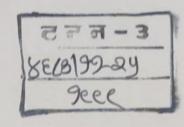
(Rupees Three lakhs and fifty thousand only) and the Vendor has agreed to do so.

- (10) The Vendor has given to the VENDEE inspection of the Deed of Apartment and other relevant documents recited herein before and the VENDEE admits of having inspected the same.
- (11) The VENDEE has paid to the Vendor the entire amount viz. Rs. 3,50,000/=

( Rupees Three lakhs and fifty thousand only )
of the sale price at or before the execution of these
presents.

- (12) The Vendor has delivered to the VENDEE vacant, peaceful and physical possession of the said apartment and the VENDEE admits of having received the same.
- (13) The Corporation has granted to the Vendor requisite permission to sell to the VENDEE the said Apartment under its letter No. CIDCO/EMS/AEO/AL/1176 dated: 10th June, 1999,
- (14) The VENDEE has now requested to the Vendor to sell the VENDEE the said Apartment and execute in

RShelty Dues C.P.



his/her favour a Deed of Apartment or Deed of Conveyance in respect of the said Apartment which the Vendor has agreed to do in the manner herein after appearing.

#### NOW THIS DEED WITNESSETH AS FOLLOWS :-

(1) In pursuance of the said Agreements and in consideration of the sum of Rs. 3,50,000/=

(RUPEES THREE LAKHS FIFTY THOUSAND ONLY)

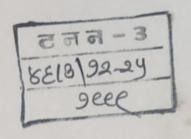
paid by the VENDEE to the Vendor at or before the execution of these presents being the full amount of the sale price payable by the VENDEE to the Vendor (the payment and receipts whereof the Vendor doth hereby admit and acknowledge and of and from the same and every part thereof doth forever acquit, release and discharge the VENDEE, the Vendor DOTH HEREBY grant, convey, assign and assure unto the VENDEE for residential purposes Apartment No. AL5/2/3,

Sector-5, Airoli, Navi Mumbai - 400 708, hereinafter referred to as "THE SAID FAMILY UNIT", as the same is specified in the said Declaration and more particularly described in the Second Schedule

hereunder written and delineated on the plan (with Architect's Certificate) thereto annexed and marked

Rishelty Dueto

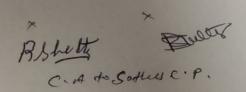




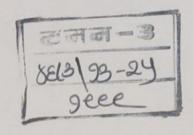
annexure 'A' of the Plan, TO HOLD the said Premises hereby granted, conveyed, assigned and assured unto the Vendee as heritable and transferable immovable property within the meaning of any law for the time-being in force, subject to the provisions of the Maharashtra Apartment Ownership Act, 1970, the said Declaration and Annexure 'C' attached thereto being the Bye-Laws of the Condominium and all rules, regulations and agreements lawfully made and/or entered into pursuant to the provisions of the aforesaid Act, Declaration and Bye-Laws AND ALSO subject to the terms and conditions and Bye-Laws AND the LESSEE's covenant contained in the said Lease of the said land and the Vendor doth hereby for himself, his heirs, executors, administrators and assigns, that not withstanding anything by him, the Vendor, done, omitted or knowingly suffered himself, good right, full power and absolute authority to grant, convey, assign and assure all the said Premises herein before expressed to be hereby granted, conveyed, assigned and assured unto and to the use of the Vendee, his heirs, executors, administrators and assigns, subject as aforesaid AND

#### A N D

THAT it shall be lawful for the Vendee all times hereinafter peaceable and quietly to enter into and

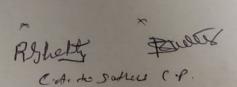




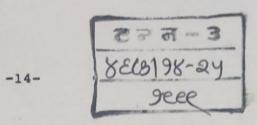


upon whole possess and enjoy the said premises and received the rents and profits, thereof and every part thereof, subject as aforesaid without interruption or disturbances by the Vendee or his executors, administrators and assigns or any person claiming under in trust for the Vendor AND THAT freed and cleared and freely and clearly released and forever discharged absolutely otherwise by the Vendor or his heirs, executors, administrators and assigns well and sufficiently saved, defended and kept harmless and indemnified of, from and against all estates, titles, charges, encumbrances, claims and demands created, occasioned or made by him, the Vendor or any person or persons lawfully or quietly claiming by, from, through, under or in trust for him AND THAT the Vendor and every person or body having or claiming any estate, right or interest in or to the said Premises or any part thereof under or in trust for him, the Vendor will at all times hereafter at the cost of the Vendor or any other person requiring the same, execute and do, or cause to be done and executed all such further and other lawful and reasonable acts, deeds, matters and

things, conveyances and assurances in the law whatsoever for the better and further granting,







conveying, assigning and assuring the said Premises and every part thereof unto and to the use of the Vendee in a manner and subject to as aforesaid, as shall or may be reasonably required by the Vendee, his heirs, executors, administrators and assigns or his Counsel in Law.

- The Vendee doth hereby covenant with and undertakes to with the Vendor, that he the Vendee, shall observe and perform the terms and conditions and covenants contained in the herein before recited Indenture of Lease in so far as the same related to the said premises and shall also observe and comply with the Bye-Laws (Annexure 'C') to the aforesaid Declaration and shall indemnify and keep indemnified the Vendor against non-observance or non-performance thereof by him/her.
- The Vendee covenants and undertakes to with 3. Vendor that he shall not sell, assign, mortgage, under let or otherwise transfer wholly or partly the said premises, save and except with the previous written permission of the Corporation, which

permission shall not be refused if the Vendee performs or is willing to perform the following



conditions,

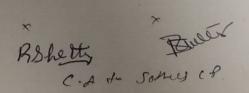
#### THAT IS TO SAY :-

- (a) The Apartment Owner pays to the Corporation the additional price in consideration of such permission.
- (ii) In the Instrument by which the Vendee shall transfer the said Premises, the Vendor binds the transferee not to sell, assign, mortgage, under let or otherwise transfer wholly or partly the said Premises save and except upon the observance and performance of the conditions herein written.
- (iii) A true certified copy of the instrument of transfer executed between the Vendor and the Transferee is deposited with the Estate Officer of the Corporation within seven days from the date of its execution.

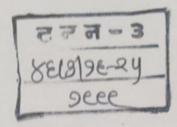
#### EXPLANATION :-

(i) "The Additional Price" means the price calculated at such rate or rates as may be determined by the Corporation in the month of

JANUARY and JULY each year in respect of the







apartments with reference to heir location, plinth areas and permitted users, and displayed in the office of the Corporation.

#### EXPLANATION :-

mortgage of the said Premises or any Part thereof, to the Central Government, State Government, a Nationalized Bank, the Life Insurance Corporation of India and Maharashtra State Financial Corporation, the Housing Development Finance Corporation Limited or an Employer of the Vendee or any other financial institution as may be approved by the Board of Directors of the Corporation from time to time for the purpose of securing a loan borrowed for buying the said Premises.

#### THE FIRST SCHEDULE ABOVE REFERRED TO :-

All that piece of land containing by admeasurement

3219.20 Square Metres or thereabout being Plot

No. 8 in Sector: 5 of the layout of lands bearing

Get No. 274 pt.

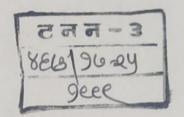
situated and lying at Village: Dive, Tehsil-

Thane, District-Thane, in the Registration Sub.District-Thane, District-Thane, and bounded as follows:

RShety Dueld



-17-



#### That is to say :-

On the North by : 7.5 mtrs. wide road

On the East by : open space

On the South by : open space

On the West by : 10. mtrs. wide road

#### THE SECOND SCHEDULE ABOVE REFERRED TO :-

Apartment No. AL-5/2/3, Sector-5, Airoli, Navi Mumbai, Admeasuring about 33.05 Square metres on the ground floor, of Building No.AL-5/2 on Plot No. 8 Sector -5 at-Airoli, Navi Mumbai, of Serial

No. 274 pt.

and other lands (more particularly described in the First Schedule hereinabove written) and which the said apartment is bounded as follows.

That is to say :

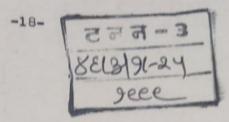
On the North by : AL5/2/2

On the East by : Open space

On the South by :Bldg.No.3 (common wall)

: AL5/2/4 On the West by





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

SIGNED AND DELIVERED by the within named "VENDOR"

MR. SATHEES CHANDRAN P. in the presence of ...

2)

\* Roslett.

\* Booler C-P.

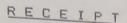
SIGNED AND DELIVERED by the

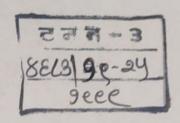
within named "VENDEE"

MR. RAJKUMAR S. SHETTY & R Shelty
MRS. SARASWATI R. SHETTY \* TOWN
in the presence of ...

1)

2)





RECEIVED of and from the within named VENDEE(s)

Mr. Rajkumar S. Shetty & Mrs. Saraswati R. Shetty,

the sum of Rs. 3,50,000/=

(RUPEES THREE LAKHS AND FIFTY THOUSAND ONLY)

being the full consideration within mentioned to be

paid by him/her to me in respect of the Apartment

No. AL-5/2/3, 'SUYOG' Apartments, Sector-5,

AIROLI, Navi Mumbai-400 708, District-Thane.

I SAY RECEIVED

Rs. 3,50,000/=

\* RShelt

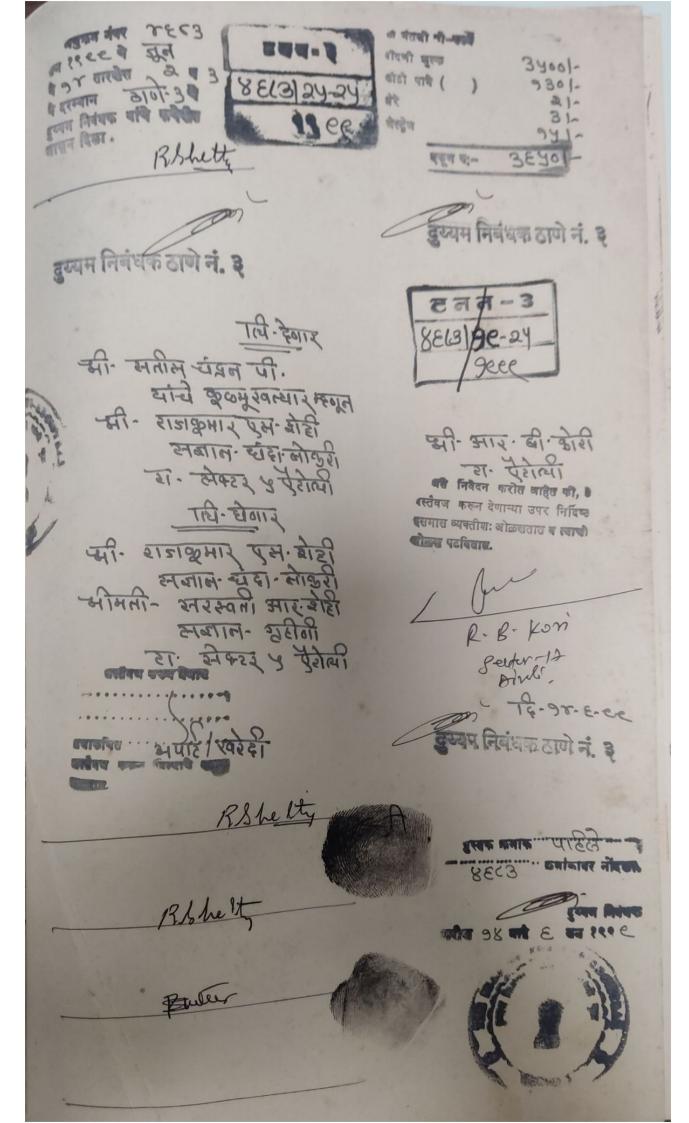
(Mr. Sathees Chandran P.)

WITNESSES:

1) 1

2)



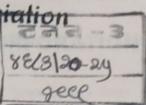


# guyog Apartment Owners' Association

AL 5 Type, Bldg. No. 1 to 6 , Condominium No. 8

(REGD. NO. 883 / 89 THANE DT. 21-2-89)

Office: AL 5 / 1 / 9 . Sector - 5, Airoll, Navi Mumbai - 400 708.



Date: 8 - 6 - 99

## NO OBJECTION CERTIFICATE

This is to certify that MR. Sadhees chander P. the apartment owner of ALS/2/3, Suyon Apt, Sector-5, Airoli, Navi Mumbaj- 400708 is the member of the association.

This is to say that he has paid all the dues of the association towards the said apartment. He has not to pay other charges to the association All today,

He informed to the association that he is se Iling and has to transfer the social apartment to MR. Raj Kumar 5. shelly and MPS saraswati R. Shetty

This certificate is is said to him for the purpose of setting and transfering the social appointment as per his request letter on 7-6-99.

This costificate is issued on Tuesday the 8th June nineteen hundred ninety nine.

Berhadik ( As. mahadix)

1.V. Vonde (G.V. Konde) President



### OF MAHARASHTRA LTD.,

Estate Officer's Office, CIDCO Bhavan, 1st floor, 8813 29-24 CBD-Belepur, New Bombay-400 614. Date: 26-6-8 TAKING OVER POSSESSION BY THE ALLOTTEE \_ at Vashi/CRD - Balapur/Panvel Negul/Kalamboli/Airoli. Date of allotment Name of Hire/Outright Purchase Date of execution of Agreement Assti Estate Officer Vashi/Airoll/Belapur/Penvel/ Nerul/Kalamboll POSSESSION RECEIPT ereby certify that I have taken over possession of the apartment No. at Vashi/GBD - Belepur / Panvel / Sector Nerul/Kalamboli/Airoli on this day of after proper inspection of the fittings and ixtures provided therein. The points noted in a seperate form provided for fittings and fixtures are required to be attended to by CIDCO for which I am remaining present myself or through my representative in the apartment during office hours from 9-30 a. m. to 5-30 p. m. I have no claim whatsoever in case of my failing to remain present during the above period. I am aware that the power supply is not made available as yet for which I am ready to wait till such time electricity is made available by the MSEB. Before taking over possession, I have verified the fittings, fixtures and amenities in the above apartment, and they are according to the items listed and according to plans and specifications enclosed with the agreemeent I have Inspected the apartment and satisfied myself. I accept the above said apartment and have no complaint of any nature whatsoever and I would not claim another apartment from CIDCO later on. with duplicate key. Sathe Received Lock No. Signature of allottee)

Copy to: 1): Maharashtra State Electricity Board

ii) : Meharashtra Water Supply & Sewarage Board

Duce. 10/06/22

ROF. NO. CANON/ SAN/ AEO/AL/ 1176

sho Sather Chardra P.

Al-5/2/3, Scitor 5

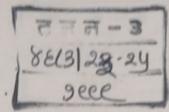
Airoli, Navi Mumbai.

sir/hadam,

Sub : Sale of Apartment No. Al-5/2/3 Sector- 5 at Airoli, Navi Mumbai.

please refer to your letter dated (2) 06/39 me Corporation is pleased to permit you to Sell the aforesaid apartment to shri/smt. Rajhumar S. shelly and Mrs. Saraswali R-shelly subject to the following terms and condition.

- The transfer shall be effected after obtaining permission of the competent Authority under Urban Land (Ceiling and Regulation) Act, 1976, by a regular conveyance according to law at the cost of the parties.
- The conveyance shall be registered with the sub-registrar of Assurances on or before 0.9/0.9/9.9. (ii)
- (iii) The conveyance shall contain the following content. The purchaser shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said premises save and except with the previous written permission of the Corporation. Which permission shall not be refused if the purchase performs or is willing to perform the following conditions that is to say:-
  - (a) The Apartment Owner pays to the Corporation the additional price is consideration of such permission.



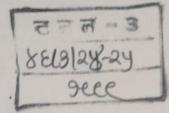
- (b) In the instrument of which on pure of a large for the said premises, the pure ser winds and the total not to sail, assign, mortgage, unjerlet or other transfer wholly or partly the sail premises save an except upon the observance and performance of the conditions wherein written.
- (c) A true cortified copy of the instrument of transfer executed between the purchase, and the transferor is adjosited with the Estate Officer of the Corporation within seven days from the date of its execution.

explaination(I): 'The Additional Price' means the price calculated at such rate or rates as may be determined by the Corporation in the months of January and July each year in respect of apartments with reference to their Location, plinth areas and permitted users and displayed in the office of the Corporation.

explaination (II): Nothin contained herein shall apply to mortgage of the said premises or any part thereof, to the Contral Government, A State Government, A Nationalise Bank, L.I.C., The HDFC Limited, or an employer of the Purchaser or any other financial Institute as may approved by the Board of Director of the Corporation from time to time for the purpose of securing a loan borrowed for buying the said premises.

- (d) You shall obtain any other permission, as any be required by any other statue or law being in force.
- (e) You shall furnish certified copy of the said conveyance within seven days from the date of registration.

..3..



effect it the beed of Apartment for the miles and of no conveyance of the apartment is not executed and lodge for registration with the Registrar of Assurance on a before 09/09/19 and fubrid a Cortified copy with its registration Nos and within seven days from the time of such registration for effecting consequential enanges in our record.

We will appriciate if you kindly note that the share money and entrance fee and the depolits paid by you and Service Connection charges if any paid to the MSEB which are attached to the apartment stand transferred with the apartment consequent of the above sale and ho claim for refund of these amounts will be entertained.

Thanking you,

Yours faithfully,

Etomuse

Asstt.Estate Officer (Airoli)

c.c. to :

Mrs. Saraswali R. shetty and
Mrs. Saraswali R. shetty

A(-5/2/3, Seldor-5,

Alvoli, Navi Munibas.