

का
 अनुक्रम नं. 909E
 19 EC के माध्य
 9E कारखाने 3 48
 के दरम्यान ठाणे 3 के
 दूर्यम निबंधक दावे कपेरी
 बाएन विद्या.

गिरणी की	9200/-
गार्डकीय	21/-
उताळपी	91/-
दरे	921/-
कुप की	9251/-

svl- H.B. Dhamanase

स./सि. भी. पानकर
 दूर्यम निबंधक ठाणे नं. 3

स./सि. भी. पानकर
 दूर्यम निबंधक ठाणे नं. 3

शु. जे. डी. लाम्होकर
 मालमत्ता अधिकारी, सिवको, नवी मुंबई
 गांधी-कबुली जवाबास हुजर राहुम्पास माफी,

शु. श्री. हनुमंत बाबाजी धामनसे.
 सज्जान, हांदा-नोकरी
 वा. मुंरेली, नवी मुंबई.

अरुण आंनदा यादव.
 सेक्टर-4 मुंरेली.

बस निवेदन करीत जाहिर की, ३
 स्तंभज करून देणाऱ्या उपर निर्दिष्ट
 ३२००० निस्ताशः ओळखतात व त्याची
 मोलख पटवितात

अतिरिक्त कृपया देवा

व्याजवित्त अफिसेर
 वस्तुवज करून दिव्याचे कर

svl- H.B. Dhamanase

svl- A.A. Yadav

दि. 9/3/18

स./सि. भी. पानकर
 दूर्यम निबंधक ठाणे नं. 3

THIS DEED OF APARTMENT made at Airali New Bombay, this 19th day of March One thousand nine hundred and ninety Eight between THE CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at "Nirmal" Nariman Point, Bombay 400 021, hereinafter called "the Corporation" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the One Part, and Shri Dhamanase Dhamumant Babaji of hereinafter called "the apartment Owner", (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;

WHEREAS :

- (1) By his Order No. REV D-1-T-1-WS-891 dated the 2nd 27-6-83 the Collector of REV. D-1-T-1-WS-891 vested in the Corporation for development and disposal inter alia, a piece or parcel of land situate at Village Chinabai Tehsil Thane Dist. Thane bearing Gat or Survey No. 359 A, 45(2) Pt admeasuring 295.20 Square Metres or thereabouts being Plot No. 18 in Sector 17 and more particularly described in the First Schedule hereunder written (hereinafter referred to as the said land).
- (2) The Corporation obtained possession of the said land and constructed thereon A.P.S type building No. 390-43 each of ground and Three upper floors such building being designated as "Condominium" type building No. 40 (hereinafter referred to as "the said Building") of which the Corporation is the owner.

Sd/- J. D. Thamenkar
ESTATE OFFICER

CIDCO OF MAHARASHTRA LTD
NEW BOMBAY.

Sd/- H. B. Dhamanase

- (3) By an Agreement for Sale of Apartment dated the 10th day of March 1992 (hereinafter called "the said 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. A1-51, M.O. 1.5 on the 3rd floor of the said building No Sector-17 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. 1,26,720 (Rupees One Lakh Twenty Six Thousand seven Hundred twenty) 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 27-12-90 day of December 1990 Rs. 1,26,720 (Rupees One Lakh Twenty Six Thousand Seven Hundred Seventy Two) being the Earnest Money.
- (4) The Corporation executed on the 10th day of July 1989 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 at Thane on the 20th day of July 1989 under Serial No. P- 4548 in the register of Declarations and Deed of Apartments under the said Act, a true copy whereof has been filed with the OF. M.H.A.O. Housing Commissioner Bombay, on the 21st day of July 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.

Sd/-XXXX
ESTATE OFFICER

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Sd/-XXXX

(6) By an Indenture of Lease dated the 18th day of Dec 1992 and made between the corporation of the One Part and-

(1) Shri Ravati Namdevra Sitam Jhira Street

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.

(7) The Apartment Owner has paid to the Corporation the entire amount viz. Rs. 126,720 (Rupees One Lakh Twenty Six Seven hundred Twenty 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. 12,16,321 (Rupees Twelve Lakh Twenty One Thousand Six Hundred Thirty Two only) paid on or about the 27th day of Dec 1990 as earnest money as aforesaid and the further sum of Rs. 1,12,049 (Rupees One Lakh Twelve Thousand Four Hundred Ninety only) paid by the apartment Owner to the Corporation at or before the execution of these presents making together the sum of Rs. 1,26,720 (Rupees One Lakh Twenty Six Thousand Seven Hundred Twenty only) 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 purpose Apartment No. A-5/40/15 on the 3rd floor of the said building No. A-5/40 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 annexed and marked Annexure "A" of the 3rd floor of the said building, and shown thereon surrounded by black coloured boundary line TOGETHER WITH 1.25 percent of undivided interest appurtenant to the said Family Unit in and to the common areas facilities of

Second Schedule
Annex. "A"

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 covenant with the Apartment Owner his heirs, executors, administrators and assigns 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, convey, 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, administrators 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 whatsoever 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 Purchaser, his heirs, executors, administrators and assigns or his council in law.

2. 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 observe and comply with the Bye-Laws (Annexure "C") to the aforesaid Declaration and shall indemnify and deep indemnified the Corporation against non-observance or non-performance thereof by him.

Sd/-XXXX
ESTATE OFFICER

OFFICE OF MAHARASHTRA LTD.
NEW BOMBAY.

Sd/-XXXX

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 permission 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 half 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 except 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 thereof, 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 2915.20 square metres or thereabout being Plot No. 18 in Sector 17 of the layout of land bearing Get No. 2509/77 and other lands situate, lying

Sd/-XXXX
ESTATE OFFICER

SIDCO OF MAHARASHTRA LTD
NEW BOMBAY.

Sd/-XXXX

and being at Village Cincauli Tehsil Thane District Thane
in the Registration Sub-District Thane District Thane and
bounded as follows that is to say :

On the North by - Religions
On the East by - 10.0 mtr's wide rd
On the South by - AL-5 Apt. Plot No-13
On the West by - AL-1 - AL-4 - Apt Plot No-17 & 19

THE SECOND SCHEDULE ABOVE REFERRED TO :

Apartment No AL-5/40/15
Admeasuring about 33.05 square metres on the 3rd
floor of Building No A-5/40 on plot No 18 in Sector 17
of gat No 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 -
On the East by -
On the South by -
On the West by -

IN WITNESS WHEREOF, the parties hereto have hereinto set and sub-
scribed their respective hands the day and year first hereinabove written

SIGNED and DELIVERED by the)
within named CITY AND)
INDUSTRIAL DEVELOPMENT)
CORPORATION OF)
MAHARASHTRA LIMITED by the)
hand of Shri. J.P. Thamanekar)
Asst. Law Officer)

Sd/- J.P. Thamanekar
ESTATE OFFICER
CIDCO OF MAHARASHTRA LTD.
NEW BOMBAY.

in the presence of:

(1) Shri/ Smt. S.J. Gosavi
(2) Shri/Smt. J.B. Koli

Sd/- S.J. Gosavi
ESTATE OFFICER
CIDCO OF MAHARASHTRA LTD.
NEW BOMBAY.

SIGNED and DEVLVERED by the)
Within named Apartment Owner)
Shri/Smt. H.B. Dharmansar)

Sd/- H.B. Dharmansar

in the presence of :

(1) Shri/Smt. S.J. Gosavi
(2) Shri/Smt. J.B. Koli

Sd/- S.J. Gosavi
ESTATE OFFICER
CIDCO OF MAHARASHTRA LTD.
NEW BOMBAY.

6 Sd/- J.B. Koli

RECEIVED of and from the within-)
named Apartment Owner the sum of)
Rs. 1,26,720 (Rupees one lakh)
Twenty Six Thousand seven)
hundred Twenty only)
the..... day of..... 19)
.....) being)
the full consideration within mentioned)
to be paid by him to us.)

WE SAY RECEIVED
For the City And Industrial Development Corporation of
Maharashtra Limited.

Assistant Law Officer
CIDCO LTD, Belapur
New Bombay-400 614

Sd/- J.D.Thamankar
ESTATE OFFICER

CIDCO OF MAHARASHTRA LTD.

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

J.D.Thamankar

DATED THE 19th DAY OF March 19

CITY AND INDUSTRIAL DEVELOPMENT
CORPORATION OF MAHARASHTRA LIMITED

-TO-

sdt H. B. Dhamase
(Apartment Owner)

DEED OF APARTMENT
NO. AeS/40/15 - Sector-17
Azoli