

THIS DEED OF APARTMENT made at Airoli 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 Okamant Hanuman 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 :

- REV-D-1-T-1-WS-891 dt. 27-5-83
(1) By his Order No. REV-D-1-T-1-WS-802 dated the 9-11-83 the Collector of Thane vested in the Corporation for development and disposal inter alia, a piece or parcel of land situate at Village Chincholi Tehsil Thane Dist. Thane bearing Gat or Survey No. 259pt, 45(2)pt admeasuring 2915.20 Square Metres or thereabouts being Plot No. 18 in Sector 12 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 AL-5 type building No. 39 to 43 each of ground and three upper floors such building being designated as "Condominium 18" type building No. 41 (hereinafter referred to as "the said Building") of which the Corporation is the owner.


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Okamant Hanuman Babaji

3) By an agreement for sale of apartment dtd. 10th day of March 1992 (hereinafter called the said Apartment) made between the Corporation of the one part and Shri Dobhade S.S. (hereinafter called the original Apartment owner) of the other part, the corporation agreed to sell to the original apartment owner apartment No. A(5/40/15) Sect. 19 on the 3rd floor of the said building No. TOGETHER with the certain percentage hereinafter specified of the individuated interest apartment to such apartment in and to the common areas and facilities of the said land building for the price of Rs- 1,26,720 (Rs. One lakh twenty six thousand seven hundred twenty ab.) to be paid by the original apartment owner to the Corporation by installments at the time and in the manner therein provided. And in pursuance of the said agreement for sale the original apartment owner paid on 27-12-90 Rs. 12,622/- (Rupees Twelve thousand Six 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- 01548 in the register of Declarations and Deed of Apartments under the said Act, a true copy whereof has been filed with the 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.

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(6) By an Indenture of Lease dated the 10th day of Dec 1992 and made between the corporation of the One Part and-

(1) Shri Rawat Mohan Lal Singh (Hra Singh)

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.

) The Original Apartment owner had paid to the Corporation the entire amount viz Rs. 1,26,720/- Rupees One Lakh Twenty Six thousand seven hundred and twenty only of the sale price. He requested for grant of permission to transfer and assign his rights, interest on behalf under the said agreement to the Apartment Owner and the Corporation having granted him requisite permission to transfer and assign his rights, interests or benefits under the said Agreement agreed to execute in favour of the Apartment Owner a Deed of Apartment in respect of the said apartment which the Corporation has agreed to do in the manner hereinafter appearing.


in pursuance of the said agreements and in consideration of the sum of Rs. 12,672/- (Rupees Twelve thousand Six hundred and seventy two only) paid on or about the 27th day of Dec 1990 as earnest money as aforesaid and the further sum of Rs. 1,14,048/- (Rupees One Lakh fourteen thousand four hundred and eight only) paid by the apartment Owner to the Corporation at or before the execution of these parents making together the sum of Rs. 1,26,720/- (Rupees One Lakh Twenty Six thousand seven hundred and 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 5th 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 5th 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, adminisratorsis 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, occa or made by it the Corporation or any person or persons lawfully or tably claiming by, from through under, or in trust for it, AND T 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.

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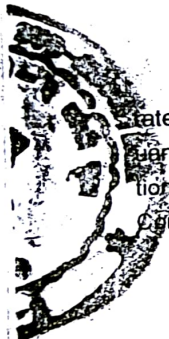


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3. The Apartment Owner covenants with and undertakes to the Corporation that he/she shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said premises, save and except with the previous written permission of the Corporation 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 sell, 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 copy 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.



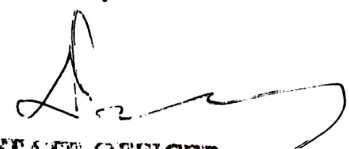
Explanation (i) : "The declared price means the price calculated at such rate or rates as may be determined by the Corporation in the months of January and July each year in respect of apartment with reference to their location, plinth areas and permitted users, and displayed in the office of the Corporation".

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. 15 in Sector 12 of the layout of land bearing Get No. 259/pt and other lands situate, lying

5


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

On the North by - Religious
 On the East by - 10.0 mtrs. wide Rd.
 On the South by - AL-5 App. Plot. No. 13.
 On the West by - AL-1, AL-2, AL-3. Plot. No. 12 & 13.

THE SECOND SCHEDULE ABOVE REFERRED TO :

Apartment No AL-5/10/15
 Admeasuring about 33.05 square metres on the 3rd
 floor of Building No AL-5/10 on plot No 18 in Sector 12
 of gat No 259/A 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
 subscribed 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. D. Tambekar)
 Asst. Law Officer)

[Signature]
STATE OFFICER
 CIDCO LTD.
 New Bombay



in the presence of:
 (1) Shri/ Smt. S. J. Gajari)
 (2) Shri/ Smt. J. B. Koli)

[Signature]
ASST. ESTATE OFFICER
 CIDCO LTD. (Airoli)
 New Bombay

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

[Signature]

in the presence of :
 (1) Shri/ Smt. S. J. Gajari)
 (2) Shri/ Smt. J. B. Koli)

[Signature]
ASST. ESTATE OFFICER
 CIDCO LTD. (Airoli)
 New Bombay

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 ah.)
 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

ESTATE OFFICER
 CIDCO LTD.
 New Bombay

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

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DATED THE 19th DAY OF March 1998

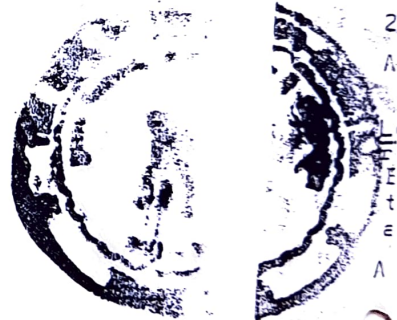
CITY AND INDUSTRIAL DEVELOPMENT
CORPORATION OF MAHARASHTRA LIMITED

-TO-

[Signature]

(Apartment Owner)

DEED OF APARTMENT
NO. AL/5/40/15, Sector 72
Amlo.



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