

CIDCO

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

Under Certificate of posting

Ref : CIDCO/MM/Kalamboli/HP/105/187/F-13

Date : 12/1/87

Shri / Smt. Smt. Navdeep Singh

F-13 / 11 / Sect 3

CBD

new 11/2

Sir/Madam,

Sub : Allotment KL-5 type of tenement at Kalamboli on Hire Purchase Term.

In continuation of your application this is to inform you that below noted tenement has been allotted to you on Hire Purchase Term.

Type	Sector	Bldg. No.	Floor	Tenement No.
KL-5 (MIG-II)	3E	5	4	1

The other details are as follows :

- 1) Price of the tenement... .. Rs. 64,000-00
- 2) HUDCO loan admissible Rs. 28,000-00
- 3) Buyer's contribution Rs. 36,000-00
- 4) Period of repayment 10 1/2 year
- 5) Amount of monthly instalment Rs. 403-00
- 6) Rate of interest 12 1/2%

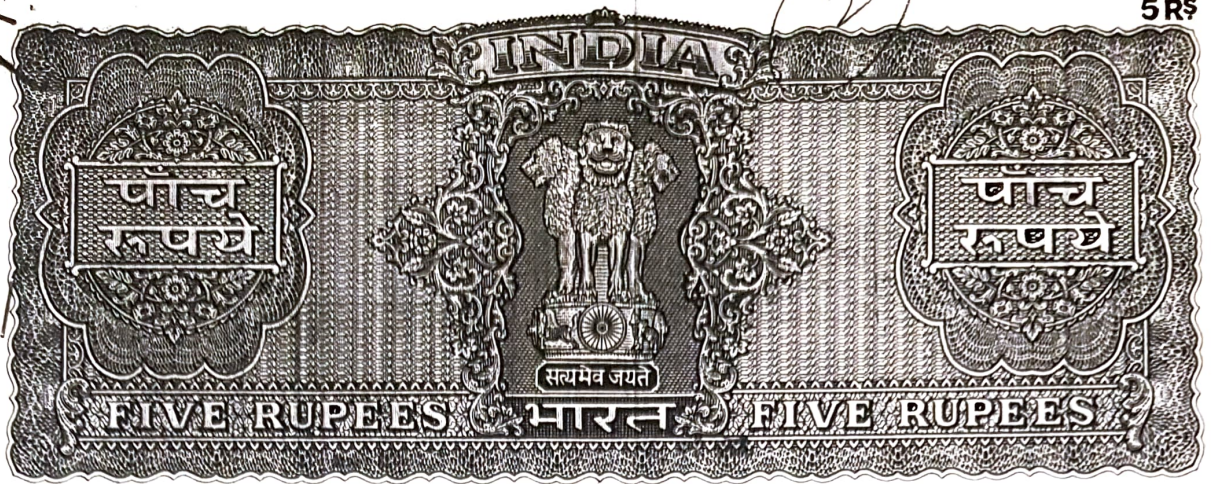
2) You are requested to make the payments as detailed below.

<p>A) Price of the tenement Rs. 64,000-00</p> <p>Less: HUDCO loan admissible : Rs. 28,000-00</p> <p>Buyer's contribution :Rs. 36,000-00</p> <p>Less : amount recd. : <u>7500-00</u></p> <p>Balance payable : <u>28500-00</u></p>	<p>B) Misc. deposits : Rs. P.</p> <p>1) Security deposit of three monthly equated instalments of Hire Purchase (no interest is payable on this deposit) : 1209-00</p> <p>2) HUDCO instalment for the month of occupation : 403-00</p> <p>3) Share Money & Entrance fee of the association : 101-00</p> <p>4) a) 3 Months Deposit for M & R charges : 400-05</p> <p> b) 3 Months Deposit for service charges : 62-25</p> <p>5) Service connection charges as determined by the MSEB : 230-00 + 1352</p> <p>6) Security deposit for electric meter : 400-00</p> <p>7) Documentatjon fee : 100-00</p> <p>8) a) M & R charges for the manth of occupation : 133-35</p> <p> b) Service charges for the month of occupation : 20-75</p> <p>9) Cost of thh lock/latch : 35-00</p> <p>10) Water deposit : <u>250-00</u></p> <p style="text-align: right;">Total : 3014-40</p> <p style="text-align: right;"><u>3364-40</u></p>
---	--

Note : Interest at 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.

(P.T.O.)

5RS



280025/

10 / 1987. CIPCO LTD.

...

Sandhu Harbhajansingh H.

Handwritten signature
 District Marketing Officer
 ...

20374/...

5RS



980026

1987

CIBCO LTD.

— Sandhu Harbhoyan Singh H.

00372/12

Macevat
 Director
 CIBCO LTD.
 11, 12, 13, 14
 Market Street,
 Calcutta.

AGREEMENT OF HIRE - PURCHASE

THIS AGREEMENT OF HIRE - PURCHASE made at this 11th day of Aug

One Thousand Nine Hundred Eighty seven

between 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-21, hereinafter referred to as "The Corporation" (which expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the One Part AND

Shri Smt. Suresh H. H.

Indian Inhabitant hereinafter referred to as "The Hire-Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof include his/her heirs, executors, administrators and permitted assigns) of the Other Part.

WHEREAS

1. The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its power under sub-section (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as "the MRTP Act").

2. The State Government is, pursuant to Section 113-A of the MRTP Act, acquiring lands described therein and vesting such lands

in the Corporation for development and disposal.

3. The Corporation will construct on one of such lands buildings of ground and upper floors, such buildings comprising of apartments and being designated as PLS type buildings.

3. a) The Hire Purchaser has before applying to the Corporation for sale to him of an apartment in the said buildings demanded from the Corporation and the Corporation has given inspection to the Hire Purchaser of the original building plans and its specifications which the Hire Purchaser doth hereby confirm and which have been duly approved by the Corporation.

4. The Title Deeds disclosed by the Corporation in respect of the said land has been inspected by the Hire Purchaser.

5. The Corporation intends to sell apartments in the said building or buildings on "Ownership Basis" under the provisions of the Maharashtra Apartment Ownership Act 1970 (hereinafter called "the said Act").

6 The Hire Purchaser has agreed to purchase and the Corporation has agreed to sell Apartment No. B. E. K. L. S. 510.11

Admeasuring 33.21 m² upon and subject to the terms and conditions hereinafter mentioned, and also upon and subject to the terms and conditions of the Lease Deed of the said land to be executed by the Corporation in favour of Apartment Owners/Association of Apartment Owners constituted to be constituted under the provisions of the said Act copy of which has been seen and inspected by the Hire Purchaser.

[Signature]

Assistant Marketing Officer
City and Industrial Development Corporation
 of **Maharashtra Ltd.**
 Bombay.

[Signature]

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 No. 2E/15/5/10.1

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 immovable property at or for a price of Rs. 28,000/- (Rupees Twenty eight thousand 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. 28,000/- (Rupees Twenty eight thousand only) in instalments as follows :

<u>Instalment</u>	<u>Amount</u> (Rs)	<u>To be paid on</u> <u>or before</u>
-------------------	-----------------------	--

I (as earnest money)

II

III

B.C.
28000/-

The balance of the sale price of the apartment together with its percentage of undivided interest in the common areas and facilities appurtenant to the apartment is Rs. 28,000/- (Rupees Twenty eight thousand only). The Hire-Purchaser together will pay the same to the Corporation with interest @ 12 1/2 % by 1 1/2 Year equated monthly instalments of Rs. 403 (Rupees Four hundred three only). The first of 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 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. 28,000/- (Rupees Twenty eight thousand only). 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.

4. 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 of the said Apartment within seven days

Handwritten signature
7

Marketing Officer
Housing and Urban Development Corporation
of Maharashtra Ltd.,
S.D. New Bombay.

of the Corporation giving written notice to the Hire-Purchaser intimating that the said Apartment is ready for use and occupation 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 11.02 day of Aug 1987. The Corporation shall not incur any 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 control of the Corporation, including, without limiting the generality of the foregoing, reason of non availability 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 such case, the Hire Purchaser shall be entitled to give notice to the Corporation 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, obligations 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.

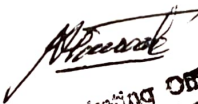
11. The Hire-Purchaser shall enter into an Agreement with the Maharashtra State Electricity Board for the supply of electricity to his apartment and shall pay to the Maharashtra State Electricity Board directly the electricity charges for the electricity consumed as recorded in the meter attached to his apartment and in accordance with the terms and conditions of the Agreement so made with the Maharashtra State Electricity Board.

11a. The Hire-Purchaser shall enter into an Agreement with the Maharashtra Water Supply and Sewerage Board for the supply of water to his apartment and shall pay to the Maharashtra Water Supply and Sewerage Board the water charges for the water consumed in accordance with the terms and conditions of the Agreement so made with the Maharashtra Water Supply and Sewerage Board and shall abide scrupulously by such terms and conditions

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 and water charges, (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 6,225 (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


Marketing Officer
Apartment Corporation
of Maharashtra Ltd,
C.B.D. New Bombay



by the Corporation in 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 Association.

15. The Hire-Purchaser shall not acquire legal 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 in respect of the Apartment as hereinabove stated.

16. The Hire-Purchaser shall maintain his Apartment at his own cost in good and tenable 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 type Condominium or rules and regulations 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

17. On Hire-Purchaser paying to the Corporation all the aforesaid monthly Hire-Purchaser instalments aggregating to Rs. 98,900/- (Rupees 98,900/- only) in the payment of sale price hereinbefore mentioned, and provided the Hire-Purchaser shall have duly observed and performed all the terms and conditions of the Hire-Purchase Agreement, the Corporation will execute in favour of the Hire-Purchaser Deed of Apartment thereby transferring any 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 immovable property. Such Deed of Apartment shall be subject to the provisions of the said Act, the Declaration to be made and the bye-laws of Condominium, to be made and the bye-laws of Condominium of type building and the rules regulations pertaining to the Apart No. 5/10/11 and shall also be subject to the terms, conditions and Lessees' convenants contained in the lease of the land to be executed subsequently by the Corporation.

18. On the execution of the Deed of Apartment by the Corporation in favour of the Hire-Purchaser as aforesaid, the Hire-Purchaser shall become a member of the Association of

the Apartment Owners of the said building on payment of the Entrance Fee of Rs. 1/- and 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 instalments of sale price or if the Hire-Purchaser shall commit breach of any of the terms and conditions of the Hire-Purchaser Agreement or of the bye-laws of type condominium or of the rules 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 fee from any right, claim or interest of the Hire-Purchaser, if in the meantime the Hire purchaser shall not have paid arrears of the instalments or rectified the breach or breaches but without prejudice to Corporation's right or 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 compensation charges for use and occupation of 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

22. 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, brother, sister or a major child.

23. 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 prepared post under certificate of posting at his following address, namely.

Ataroch
Managing Officer
Apartment Corporation
100 D. ...
...

2002/12
2

24. 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. 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.

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

SIGNED, SEALED and DELIVERED by the withinnamed CORPORATION BY THE HAND OF Shri N. R. Desai

N. R. Desai
Managing Officer
Apartment Corporation
Ltd.,
City of New Bombay

(Designation)

In the presence of—

1. Shri
2. Shri

V. C. Madhavi *Madhavi*
R. B. Rathod *Rathod*

SIGNED and DELIVERED by withinnamed

Shri/Smt.

Sardha H. H. & 00374/52

(Hire-Purchaser)

in the Presence of—

1. Shri
2. Shri

V. C. Madhavi *Madhavi*
R. B. Rathod *Rathod*

Dated this

day of

198

CITY & INDUSTRIAL DEVELOPMENT
CORPORATION OF MAHARASHTRA
LIMITED

TO

SHRI

(Hire-Purchaser)

HIRE-PURCHASE AGREEMENT

3



CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.,

Marketing Officer's office
City & Industrial Development Corporation of Maharashtra Ltd.
CIDCO Bhavan, CBD-Belapur,
New Bombay-400 614.

Date : 11-8-87

TAKING OVER POSSESSION BY THE ALLOTTEE

Type KLS Aptt. No. 5/0:1 Sector 3E at Vashi/CBD-Belapur/Panvel
~~Nerul/Kalamboli/Airoli.~~

1. Date of allotment : 12-1-86
2. Name of Hire/Outright Purchaser : Sandha Hoesbhujam Singh H.
3. Date of execution of Agreement : 11-8-87

Civil Maistry E. E. Kool.

[Signature]
Asst. Marketing Officer

POSSESSION RECEIPT

I hereby certify that I have taken over possession of the apartment No. 5/0:1
Type KLS Sector 3E at Vashi/CBD-Belapur/Panvel
~~Nerul/Kalamboli/Airoli~~ on the day of 11-8-87 after proper inspection of the fittings and
Fixtures provided therein. The points noted in a separate form provided for fittings and fixtures are required to be
attended to pay 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 agreement. 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)
Name : Sandha H. H.
Aptt. No. 5/0:1

- Copy to i) : Maharashtra State Electricity Board
ii) : Maharashtra Water Supply & Sewerage Board

(4)

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

NO. CIDCO/ACCOUNTS/E.B./

Date : 10/7/91

To,

Shri/Smt. Sandhu H.H.
KLS/05/01
Sector - 3E Kalamboli
New Bombay

Sub : Repayment of HUDCO/~~EDFC~~ Loan.

Sir/Madam,

You were initially granted HUDCO/~~EDFC~~ Loan of Rs. 28000/- towards Hire Purchase of Apartment No. KLS/05/01 In Sector 3E at Kalamboli on 11/8/87

As you have repaid in full the loan amount of Rs. 20265/- (Rupees Twenty thousand two hundred sixty five only) vide receipt/Challan No./Pay-in-slip No. 2733/10/7-91 dated 10/7/91 through Canara Bank Kalamboli Branch Bank the outstanding HUDCO/~~EDFC~~ Loan balance is NIL.

Thanking you,

Yours Faithfully,

[Signature]
10/7/91
Asstt. Accounts Officer
(Estate Computer Billing)

CIDCO, (NEW BOMBAY)
SHI. THANA

- E.O. For information and further necessary action.
A.L.O. For information and further necessary action.
C.C. To Office File.

T R I P A R T I T E - A G R E E M E N T

THIS AGREEMENT MADE at KALAMBOLI this ^{4th} day of NOVEMBER One thousand Nine hundred and Ninety ~~One~~ between CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 and having its Registered Office at Nirmal, Nariman Point, Bombay - 400 021, hereinafter referred to as "the Corporation" (which expression shall, unless it be repugnant to the context or meaning thereof, include its successor or successors and assign or assigns) of the First part HARBHAJAN SINGH HAZURA SING SANDHU and Indian Inhabitant residing at Jwala Road Lines RK.Brk No.6R/67, ~~Chebur, Bombay~~ in the State of Maharashtra, hereinafter referred to as the "Original Apartment Owner". (which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators and permitted assigns) of the Second part AND Mr. SUBHASH SANCHAL JAIN, Indian Inhabitant, residing at KL-5/23/3, Sec-3I KALAMBOLI in the State of Maharashtra, referred to hereinafter as "the Apartment Owner" (which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, executors, administrators and permitted assigns) of the Third part.

WHEREAS by an Agreement made at CBD-Belapur on the 11-8-1987 between the Corporation and the Original Apartment Owner (hereinafter referred to as "the said Agreement") the Corporation agreed to sell and the Original Apartment Owner agreed to buy Apartment No. KL-5/5/1 Sector 3E, At- KALAMBOLI situated on the Gr. floor of building No. 5 Sector- 3E At- KALAMBOLI, on terms and conditions specified therein.

AND WHEREAS the Original Apartment Owner paid to the Corporation a price of Rs. 64,000/- (Rupees Sixty thousand four thousand only) and the Corporation delivered the possession of the said apartment to the Original Apartment Owner in pursuance to the said Agreement.

Contd..... 2/-



*

AND WHEREAS the Original Apartment Owner requested the Corporation to grant him permission to transfer and assign his rights and interests in or benefits under the said Agreement to the New Apartment Owner in accordance with condition No. 20 of the said agreement and to execute the Deed of Apartment in favour of the New Apartment Owner in accordance with condition No. 11 of the Agreement, and the Corporation having granted the permission to the Original Apartment Owner agreed to do so on the terms and conditions appearing hereinafter.

NOW IT IS HEREBY AGREED BY AND BETWEEN PARTIES HERETO AS FOLLOWS :

1. The Corporation shall, in pursuance to the said Agreement and in consideration of the premises contained herein, execute the Deed of Apartment in favour of the New Apartment Owner.
2. The New Apartment Owner shall be substituted for the Original Apartment Owner in the said Agreement and shall have all the rights, obligations, liabilities and equities accordingly thereunder.
3. The Original Apartment Owner relinquishes and releases all his rights, title, interests claims or demands whatsoever in the said Agreement and discharges the Corporation from all obligations or liabilities required to be performed to him by the Corporation or under the said Agreement.
4. The Original Apartment Owner indemnifies and saves harmless the Corporation against any loss or damage that may be caused to the Corporation in consequence of this Agreement or the permission granted to him as aforesaid.

Contd..... 3/-



9

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 DEVELOPEMENT CORPORATION OF MAHARSHTRA LIMITED by the hand of Shri. **D.T.GAWAS** . ASSTT. ESTATE OFFICER

Mansur
Asstt. Estate Officer,
CIDCO LTD.
Kalmbeil.

in the presence of:

- 1. **MR. G.D.URANKAR**
- 2. **MRS. M.J.GAWAND**

SIGNED and DELIVERED by the Withnamed Apartment Owner Shri/Smt. **SUBHASH SANCHALAL JAIN**

+ *[Signature]*

in the presence of:

- 1. **MR. G.D.URANKAR**
- 2. **MRS. M.J.GAWAND**

[Signature]

THIS INSTRUMENT IS VALID FROM
 PAYMENT OF THE TAXES DUE IN PART TO
 GOVT OF MAHARASHTRA IN THE YEAR 1972
 202 875-N

3290
 9

कुल मूल्य 3290
 ख 11 89 नोव्हेंबर 8
 मध्ये 2 + 3 व मालका
 पं. सुबहस चंचल जैन
 मालकाच्या हक्कात देण्यात येत आहे

मालकी मूल्य
 मालकी 2450=00
 मालकाची 9=00
 मालकाची 9=00
 मालकाची 9=00

(Signature)
 सुबहस चंचल जैन

एकूण 3290=00
(Signature)
 सुबहस चंचल जैन

THIS DEED OF APARTMENT made at Kalambeli New Bombay, this 4th day of November One thousand nine hundred and ninety One 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 Subhash Sanchalal Jain age 35 years KL 5 | 5 | 1 Sector - 3E Kalambeli New Bombay 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 : GB | LG | WS | VIII | 841 dt. 31-3-75
 (1) By his Order No. Raigad dated Ambarakhav the Collector of Panvel vested in the Corporation for development and disposal inter alia, a piece or parcel of land situated at Village Raigad Tehsil Panvel Dist. Raigad bearing Gat or Survey No. 245, 241 admeasuring 3905-32 Square Metres or thereabouts being Plot No. 3E | 3 in Sector 3E, Kalambeli and more particularly described in the First Schedule hereunder written (hereinafter referred to as the said land).

(Signature)

(2) The Corporation obtained possession of the said land and constructed thereon KL-5 type building No. 1 to 8 each of ground and Three upper floors such building being designated as "Condominium No. 3, KL-5 type building No. 5 (hereinafter referred to as "the said Building") of which the Corporation is the owner.

(3) By an Agreement for Sale of Apartment dated 11th day of August 1987 (hereinafter called "the said Agreement") made between the Corporation of the one part and Shri Harbhajan Singh Haru Singh Sandhu (hereinafter called "the Original Apartment Owner") of the other part, the Corporation agreed to sell to the Original Apartment Owner Apartment No. KL-5/5/1 Sector 3E KL-5/5/1 on the Ground floor of the said Building No. 5 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. 64,000/- (Rupees Sixty Four

thousand only) to be paid by the Original 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 Original Apartment Owner paid on 12th day of November 1986 Rs. 7500/- (Rupees Seven thousand five hundred only) being the Earnest Money.

(4) The Corporation executed on the 15th day of April 1987 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 Assurances at Panvel
on the 20th day of April 19 87 under
Serial No. P. 134 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 20th day May 1987

(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 the 15th day of December 19 87 made between the Corporation of the One Part and-

(1) Shri K. Chandra Shekhar

and (2) CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, therein referred to as the said "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 areas 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

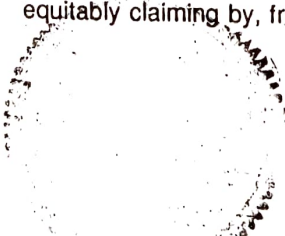
The Original Apartment Owner had paid to the Corporation the entire amount viz. Rs. 64,000/- (Rupees

Sixty four thousand only) of the sale price. He requested for grant of permission to transfer and assign his rights, interest or benefits under the said Agreement to the Apartment Owner and the Corporation having granted him requisite permission to transfer and assign his rights, interest 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.

NOW THIS DEED WITNESSETH as follows :-

1. In pursuance of the said agreement and in consideration of the sum of Rs. 7,500/- (Rupees Seven thousand five hundred only) paid on or about the 12th day of November 19 86 as earnest money as aforesaid and the further sum of Rs. 56,500/- (Rupees Fifty Six thousand five hundred only) paid by the Apartment Owner to the Corporation at or before the execution of these presents making together the sum of Rs. 64,000/- (Rupees Sixty four thousand) 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
for ever 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. ^{KLS 1511}..... on the
..... Ground floor of the said building No. 5.....
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' Second Schedule
Certificate) hereto annexed and marked Annexure "A" of the Ground floor Annex-'A'
of the said building, and shown thereon surrounded by black coloured
boundary line TOGETHER WITH 0-78.12 percent of undivided
interest appurtenant to the said Family Unit in and to the common areas
and facilities of 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 Lessees 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 notwith-
standing anything by it, the Corporation, done omitted, or knowingly
suffer 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 assigns subject as aforesaid AND that it shall be
lawful for the Apartment Owner at 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 success or 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



[Handwritten signature]

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 covenant with the Corporation that he/she 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.
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 an 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 peice of land containing by admeasurement 3905.32 square metres or thereabout being Plot No. 3E/3 in Sector 3E, Kalamboli of the layout of land bearing Gat No. 245 and other lands situate, lying and being at Village Ambetarakhar Tehsil Panvel District Raigad in the Registration sub-District Panvel and District Raigad and bounded as follows that is to say :

- On the North by - 11 mts. wide Road
- On the East by - Concl. No. 4
- On the South by - Concl. No. 2
- On the West by - 30 mts. wide Road

THE SECOND SCHEDULE ABOVE REFERRED TO :

Apartment No KES/5/1 Sector 3E, Kalamboli Admeasuring about 33.21 square metres on the Ground floor of Building No 5 on plot No 3E/B in Sector 3E, Kalamboli of Gat No 245 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 - Open Space
- On the East by - Appt. No. KES/5/2
- On the South by - Appt. No. KES/5/4
- On the West by - Open Space

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. H. M. Edgote

[Signature]
 ESTATE OFFICER
 CIPCO LIMITED PANVAN,
 NEW PANVAN - 400314.

in the presence of:

- (1) Shri/Smt. D. T. Gawde
- (2) Shri/Smt. G. D. Usankar

[Signature]
 Asstt. Estate Officer,
 CIPCO LTD.
 Panvel.

SIGNED and DELIVERED by the)

Within named Apartment Owner)

Shri/Smt. Subhash Sanchalal Jain

in the presence of:

(1) Shri/Smt. D. T. Gaware

Assistant Officer,
CIDCO LTD.,
Kamdhari,

(2) Shri/Smt. G. D. Vankar

RECEIVED of and from the within-)

named Apartment Owner the sum of)

Rs. 64,000/- (Rupees Sixty)

four thousand)

only)

the 10th day of July 1991)

being)

the full consideration within mentioned)

to be paid by him to us.)

HUDCO Loan
paid on 10-7-91

WE SAY RECEIVED

For the City And Industrial Development Corporation of
Maharashtra Limited. New Bombay-400614.

[Signature]

ESTATE OFFICER

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

[Signature]

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

-TO-

मी. के. एम्. पुरी
खसाम् रा. कळेखोडी

श्री. के. एम्. पुरी
व्यापार रा. कळेखोडी.

.....
.....
.....
.....

.....
.....
.....
.....

[Signature]

[Signature]

(Apartment Owner) दिनांक ४/११/९९

जादात वसुधारे बुकाये ३५५
बागाचाये १५४ ६१५७
.....
.....
.....

[Signature]
.....

[Signature]
.....

सिद्धी लि. चे
इस्टे-सिस्टम ऑफिस
सी. एन्. एन्. इवाते

कार्यक्र ४ वाहे ११ १९९९

DEED OF APARTMENT

NO.....
.....
.....
.....
.....



४ माह ११ १९९९
[Signature]

8

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

Office of Asstt. Estate Officer,
(Panvel & Kalamboli), CIDCO's
Community Centre, Sector-5E,
KALAMBOLI, NEW BOMBAY.

No. CIDCO/EMS/AEO (P&K)/1502/91 DATE : 30/12/1991

Sub:- Apartment No. KL-5/5/01 Sector 3E
At- KALAMBOLI

Tripartite Agreement has executed by Shri/~~SMK~~
SUBHASH SANCHALAL JAIN Apartment Owner,
in respect of above mentioned apartment on Deed of Apartment
has been registered with the Sub-Registrar of Assurances,
PANVEL on 4-11-91 at Sr.No. P-3210 Apartment No. _____
KL-5/5/01 Sector 3E, At KALAMBOLI is accordingly
ordered to be transferred in the name of Shri/~~SMK~~. SUBHASH
SANCHALAL JAIN in the record of our office. Shri/~~SMK~~.
SUBHASH SANCHALAL JAIN will be liable to pay all amounts
that may be legally due in respect of the said apartment with
effect from 4-11-91.


ESTATE OFFICER.

c.c. to : for information &
necessary action.

- 1) A.A.O.(EMS)
- 2) A.E.O.(P&K)
- 3) MSEB
- 4) SE(WATER SUPPLY)
- 5) KL-5 type Aptt. Owner Asson.

6) Apartment Owner

Mr. SUBHASH SANCHALAL JAIN

KL-5/5/01, Sector-3E

KALAMBOLI, New Bombay.