

AGREEMENT OF PHASE
FOR
WBPI DEVELOPED PILOT

WORLD BANK PROJECT

WASHINGTON, DISTRICT OF COLUMBIA

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2048-2049
2049-2050



Sunil Gulab

THIS INDENTURE OF LEASE MADE at Bombay this 27th day of November 1994 1993 (One Thousand Nine Hundred and ~~Ninety Three~~ Four between the Maharashtra Housing and Area Development Authority a Statutory Corporation duly constituted under the Maharashtra Housing and Area Development Act (Mah. XXVIII of 1977) (hereinafter referred to as "the said Act") having its office at Griha Nirman Bhavan, Kala Nagar, Bandra (East), Bombay - 400 051 the Lessor hereinafter referred "the Authority" (which expression shall unless the context requires otherwise include its successors and assigns) of the One Part;

(S21)

A N D

Sunil Gulab
Sunil Gulab
Sunil Gulab

Shri/Smt./Kum. SUNIL DHARAMVIR GULAB
Son/daughter/wife of Shri. DHARAMVIR SANTRAM GULAB
Indian Inhabitant residing at S21, Arenja Corner,
Sector 17 VASHI NEW BOMBAY - 400 703

hereinafter referred to as "the Lessee" (which expression shall unless the context requires otherwise include his/her heirs, executors, administrators and permitted assigns) of the Other Part;

Receipt No. 1328397 M-294
Date 27/11/94
No. ADD/1795/94/4054
GENERAL STAMP OFFICE
Bombay, 27 1994

RECEIVED from Vyas & Bhadral
Stamp duty Rupees 5270/-

Rs. Five thousand seven hundred
CERTIFIED under section 32 of the Bombay Stamp Act, 1958, that the full Stamp duty Rupees Rs. 51570/- Rs. Five thousand one hundred five hundred seventy with which this instrument is chargeable has been paid.



COLLECTOR

Sunil Gulab



WHEREAS the Authority is possessed of an otherwise well and sufficiently entitled to a piece or parcel of land bearing plot No. 125-140 ^{RSC-2} admeasuring 105.12 Sq. metres or thereabout consisting of S.No. 120 of ^{VERSARA Village, Andheri (W)} C.T.S. No. being part of the Authority's land situated at Versara, Andheri (W) Bombay in the registration sub-district of Andra Bombay Suburban District and more particularly described in the Schedule hereunder written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said Land");

AND WHEREAS the said land has been divided into open developed plots by the Authority;

AND WHEREAS the Authority has by public advertisement published in the newspapers invited offers from persons for allotment of open developed plots in the Authority's land for the purpose of constructing, maintaining and locating building for bonafide residential use and occupation;

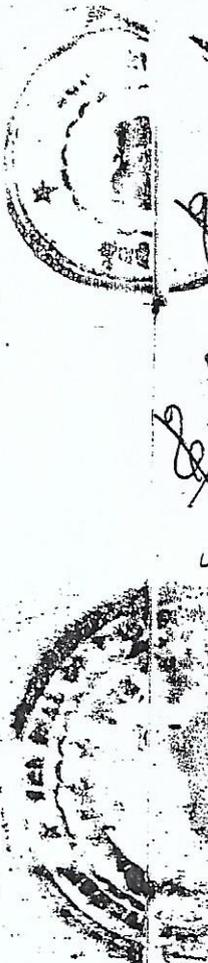
AND WHEREAS in pursuance of the public advertisement published in the newspapers by the Authority the Lessee has applied on 20-3-1992 for the said open developed plot and has agreed to take the same on lease for ninety years for the purpose of constructing maintaining and locating building for bonafide residential use and occupation of the Lessee (hereinafter referred to as "the said offer");

AND WHEREAS the Authority has accepted the said offer of the Lessee for allotment of open developed plot in the Authority's land;

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(Rupees Four lacs twenty thousand four hundred Eighty only) being the premium and Rs. 4205/- (Rupees four thousand two hundred five only) being lease rent for the period from 29-11-1994 to 28-11-1995 paid by the Lessee to the Authority before execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of the rent hereinafter reserved and covenants hereinafter contained and in consideration of the premises the Authority doth hereby demise by way of lease unto the lessee the said land bearing Plot No. 125-140 REC-2 being a part of the Authority's Estate and shown on the Plan annexed hereto and thereon bounded in red TO HAVE AND TO HOLD the said land for a term of ninety years commencing from the date of execution of these present to the Lessee subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the term of first thirty years of the said term commencing on the 29th day of November 1994 and ending on the 28th day of November 2024 the yearly rent of Rs. 4205/- (Rupees four thousand two hundred five only) and during the next period of thirty years of the said term commencing on the 29th day of November 2024 and ending on the day of November 2054 the Lessee shall pay such higher rent as may then be decided by the Authority and further that during the remaining last thirty years of the said term commencing on the 29th day of November 2054 the Lessee shall pay such higher rent as may be decided by the Authority at the end of the second period of thirty years without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly term begins every year at the office of the Authority or such other places as the Authority

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AND WHEREAS in pursuance of acceptance of the said offer the Authority has decided to lease the said land to the Lessee on payment of premium of Rs. 4,20,480/- (Rupees Four Lacs twenty thousand four hundred eighty only) and Rs. 4205/- (Rupees Four Thousand Two Hundred five only) towards lease rent per annum for a term of ninety years with effect from the date of execution of these present for the purpose of constructing maintaining and locating building for bonafide residential use and occupation of lessee and not for any other purpose on the terms and conditions hereinafter contained;

AND WHEREAS it is expedient and necessary to execute this indenture of lease in favour of the lessee in pursuance of the above mentioned decision of the Authority;

AND WHEREAS before the execution of these presents the lessee has paid to the Authority a sum of Rs. 4,20,480/- (Rupees Four Lacs Twenty thousand four hundred eighty only) towards premium and Rs. 4205/- (Rupees Four thousand two hundred five only) towards the lease rent for the period from 29-11-1994 to 28-11-1995 the receipt of which the Authority doth hereby admit and acknowledge;

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS :-

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In consideration of the aforesaid sum of Rs. 4,20,480/-

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(Rupees Four lacs twenty thousand four hundred Eighty only) being the premium and Rs. 4205/- (Rupees four thousand two hundred five only) being lease rent for

the period from 29-11-1994 to 28-11-1995 paid by the Lessee to the Authority before execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of the rent hereinafter reserved and covenants hereinafter contained and in consideration of the premises the Authority doth hereby demise by way of lease unto the lessee the said land bearing Plot No. 125-140 Rec-2 being a part of the Authority's Estate and shown on the Plan annexed hereto and thereon bounded in red TO HAVE AND TO HOLD the said land for a term of ninety years commencing from the date of execution of these present to the Lessee subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the term of first thirty years of the said term commencing on the 29th day of November 1994 and ending on the 28th day of November 2024 the yearly rent of Rs. 4205/- (Rupees four thousand two hundred five only) and during the next period of thirty years of the said term commencing on the 29th day of November 2024 and ending on the 28th day of November 2054 the Lessee shall pay such higher rent as may then be decided by the Authority and further that during the remaining last thirty years of the said term commencing on the 29th day of November 2054 the Lessee shall pay such higher rent as may be decided by the Authority at the end of the second period of thirty years without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly term begins every year at the office of the Authority or such other places as the Authority

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may from time to time specify in this behalf and intimate to the Lessee.

2. The Lessee doth hereby covenant with the Authority in the following manner that is to say :-

(a) to pay as aforesaid the lease rent of Rs. 4205/-
(Rupees four thousand two hundred five only)
in advance every year on or before the fifth day of the commencement of each year for which the said amount is payable in the manner aforesaid without any deduction or abatement whatsoever;

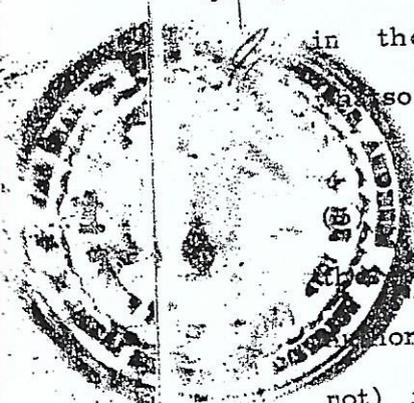
to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the Lessee to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after the date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 16% per annum until the whole of such amount or dues has or have been paid;

(c) to take over the said land in its existing condition and to incur all expenditure if any for further development of the said land at his/her own cost and to peacefully vacate the said land on the expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the case may be and hand over the possession of the same to the Authority;

(d) to use the said land only for the purpose of constructing

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maintaining and locating a house for the purpose of bonafide residential use and occupation of the Lessee and for purposes necessary and incidental thereto and not to use the said land and the house constructed thereon for any other purpose not specifically permitted by the Authority. The question whether any purpose is necessary and incidental to the main bonafide purpose aforesaid or whether any purpose is not specifically permitted by the Authority shall be referred to the Chief Executive Officer of the Authority and the decision of the Chief Executive Officer on the question shall be final; ~~Present rates and taxes comes to Rs.~~



_____ (Rupees _____ only)

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(e) to abide by all rules and regulations and bye-laws if any prescribed by the Government or the Municipal Corporation of Greater Bombay or the Authority in so far as they relate to the said land in regard to the construction of the houses and maintenance thereof;



(f) to abide by the provisions of the said Act as amended from time to time and the rules and regulations made by or under the said Act;

(g) to construct at his own cost a permanent building suitable for residential use and complete the same within three years from the date of these presents;

Provided that on the application of the Lessee in that behalf the Authority may at its discretion extend the time limit as provided.

(h) not to begin the work of constructing the building until

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transferred sublet given on rent or possession thereof parted with in accordance with the permission;

(l) to maintain the said land and the house constructed thereon in a good state of repairs and in clean neat and perfect sanitary condition to the satisfaction of the Executive Engineer of the Authority or any other representative appointed for the purpose by the Authority and make good from time to time any defects therein pointed out by the said Engineer or the said representative and observe and comply with all directions given by the Municipal Corporation of Greater Bombay or the said representative and also observe and comply with Municipal rules and regulations and the Regulations made by the Authority if any in that behalf;

(m) to insure at his/her own cost against fire all the structure erected on the demised premises for full value and to continue the risk covered by the insurance throughout the lease period and to produce on request all the policies and receipts to the Executive Engineer/Estate Manager of the Authority or any other representative of the Authority and to apply the insurance moneys for repairing and/or reconstructing the structures affected or destroyed;

(n) to pay full compensation to the Authority for any loss damage or injury that may be caused to the said land or any part thereof by reason of the excessive user or any act of omission or commission on the part of the lessee his servants or others in his/her employment or of the visitors or any other persons coming to or on the said land or to the building and to indemnify the Authority on all such accounts;

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the Lessee shall be in arrears for sixty days after becoming payable whether formally demanded or not or if the lessee fails to observe any of the terms conditions or covenants stipulated herein then and in any of the said events it shall be lawful for the Authority at any time thereafter by giving thirty days notice to terminate the lease forthwith and thereupon re-enter upon and take possession of the said land and all buildings erections, fixtures, materials, plants, chattels and effects thereon and to hold and dispose of the same as the property of the Authority as if this lease had not been entered into and without making to the lessee any compensation or allowance for the same. It is hereby further agreed that the rights given by this clause shall be without prejudice to any other right of action of the Authority in respect of any breach of the covenants herein contained by the lessee and it shall be lawful for the Authority to remove the lessee and all other persons in or upon the said land or any part thereof and its effect therefrom without being in any way liable to any suit action indictment or other proceedings for trespass, damage or otherwise provided that if the lessee complies with the requirements of the aforesaid notice within the period stipulated in such notice or within such extended period as the Authority may permit in writing the Authority shall not exercise the said right of re-entry.

6. The Authority and the lessee further agree that on expiry of the lease period on 28-11-2084 the lease may be renewed at the option of the Authority for such period and on such terms and conditions as the Authority may deem fit.

7. Any notice intimation or demand required to be given

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or made by the Authority on the lessee under this deed of lease shall be deemed to be duly and properly given or made if given by the Officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the lessee and delivered or affixed at the said land or at the address of the lessee as stated hereinabove and any notice or intimation to be given to the Authority will be sufficiently served if addressed to the Chief Executive Officer of the Authority and delivered at his office.

The Lessee shall bear and pay all costs charges and expenses and professional charges of and incidental to the correspondence preparation execution and completion of this lease deed in triplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occasioned to the Authority by reasons of any breach of terms conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.

IN WITNESS WHEREOF the signature of Shri. K.V.
Walia, Dy. Chief Officer, B.H. & AD Board

for and on behalf of the Authority has been set hereunder and the seal of the Authority is also affixed and attested by the Officer of the Authority and the signatures of Shri/Smt./K. SUNIL DHARAMVIR GULLATI

the lessee has been affixed hereto on the day and year first hereinabove written.

Signed & Delivered
in the presence of

Assistant Estate Manager
World Bank Project



The Common Seal of the
Maharashtra Housing and Area
Development Authority, Bombay
is affixed hereunto in the

presence of Shri. K.V.
Native Dy. Chief Officer (W)
B.H. & A.D. Board

[Signature]
Dy. Chief Officer (W)
B.H. & A.D. Board Bombay 51
Assistant Estate Manager
World Bank Project

Maharashtra Housing and Area
Development Authority, Bombay
who has signed in token thereof in the

presence of Shri M.N.
Aradhya, AEM/BH&AD Board

[Signature]
Assistant Estate Manager
World Bank Project
B.H. & A.D. Board

Signed and Delivered by

Shri/Smt./Kum. SUNIL

DHARAMVIR GULATI

in the presence of

Shri. SAGUIB AHMED

who has signed in token thereof.
Veena Beech APT,
Sewri, Bom-15

[Signature]

[Signature]

[Signature]

RSC-2

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of

RSC-2



[Signature]

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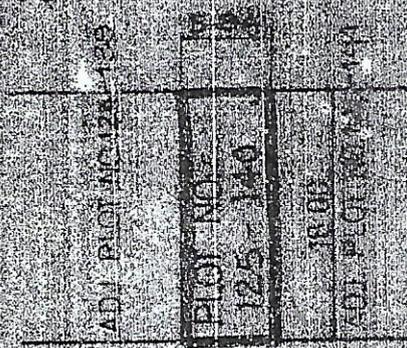
[Signature]

(226)

PERSONAL
 NO. OF YERVOYA VILLAGES AND TEN

AREA OF PLOT 105.12 m²
 DIMENSION IF ANY
 AREA OF PLOT 105.12 m²

12-00 M WIDE ROAD RSC-2



25 m² CLUSTER NO. 519

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 District Officer (W)
 B. M. & A. D. Board Bombay 51

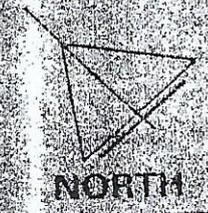
THIS PERMIT IS ISSUED ONLY FOR THE PURPOSE OF AREA OF PLOT
 AND NOT FOR THE BUILDING PERMISSION FROM BMC AND IS NOT A
 GUARANTEE FOR CONTACTS FROM RECORDS OF RIGHTS OR PROPERTY REGISTER
 AND FROM SURVEY RECORDS TO BE ISSUED BY CONCERN REVENUE AUTHORITIES

THIS PLAN OF S. NO. 125 YERVOYA PUNJAB... PROVIDED BMC'S
 APPROVAL FORM/FORM 1990... SYSTEM OF THESE BUILDING PROPOSALS (W.S.I.)
 MUNICIPAL CORPORATION OF GREATER BOMBAY

OR THE AUTHORITY SHALL BE VERIFIED ON SITE BEFORE HANDING OVER THE POSSESSION OF

THIS PLAN HAS BEEN RELEVANT AS PER THE SUGGESTION GIVEN BY SEYMOUR'S FOREST DEPT
 TO BOMBAY MUNICIPAL CORPORATION VIDE THEIR LETTER NO. CTS/1085/4853/3368

AREA 105.12 m²
 DIMENSIONS ONE HUNDRED FIFTY POINT
 TWELVE SIX METERS
 SCALE 1:500



SCALE 1:500

ISSUED ON 01/11/1955



BANK PROJECT

बँक प्रोजेक्ट

१९९९ न्या ०१६	मिह	
३० तारखेस	०२	व शीरे ४३२० -
वाजण्याच्या दरयानि सह दुय्यम	मयकल	२ -
निबंधक, बाब्रे बांच्या कार्यालयास हजर	फोलियो.	४ -
पना.	सजयात	१ -
	फाईलिंग	४३ -
	टपाल	४० -
	एकूण	<u>४४१०</u> -

Sumilak

सह दुय्यम निबंधक ~~बाब्रे~~ अंधरी
 मुंबई उपनगर जिल्हा

- ० सुनिष्ठ समिती गुलश्री वयकठ, ३५ व्यापार
 रा. ००९ राधिका सेक्टर १७, वाहरी नवी मुंबई



..... दस्तऐवज करून देणारा
 तथाकथित अंधरी दस्तऐवज
 करून दिल्याचे कबूल करतात.

Sumilak

- १ मायकठ ~~उद्योग~~ रा बाजार रोड को. ६८ (७)
 मुंबई
 २ किशोर शाहु जाधव रा ६/१००५ सरकारी
 वसाहत वांद्र्या मुंबई ५९

हे दोघे घरील दस्तऐवज करून
 देणाऱ्यास ओळखत असल्याचे सांगतात
 व खापी ओळख देतात.

① M. Disoza

३०/११/१९

सह दुय्यम निबंधक अंधरी

② *Sumilak*

नोंदणी कार्य... २०... दस्तऐवज
हजर वा... देण्यासाठी
आवेदन विद्यमान आहे. २०... देड आकारून माफ
करण्यात आला.

मह दुय्यम निबंधक अंबेरी
मुंबई उपनगर जिल्हा.

सुकुंद नारायण आराध्ये, वय वर्षे-५४,
नोकरी, राहणार-१२, संकल्प-वेधरी
राजगार वांद्रा [पूर्वी मुंबई-४०००१२].
हे मेलस जागतिक बँक वारंदा
व्यवसायिक सहाय्यक निदेशा
व्यवस्थायक म्हणून सादर केले.

..... दस्तऐवज करून देणारा
तथाकथित (His self) दस्तऐवज
करून दिवायते कबूल करतम.

[Handwritten Signature]



मनोहर काशिनाथ ब्रीद
1/2, गणेश भवन, गणेश गल्ली,
मुंबई-४०० ०१२.

हे दोहे बरील दस्तऐवज करून
देधान्यास आढखत असल्याचे सांगितले
ब त्याची ओळख देतात.

..... (१) *[Signature]*
..... (२)

२५/११/११

मह दुय्यम निबंधक अंबेरी
मुंबई उपनगर जिल्हा

RR-422/95
PDR-1/24/95

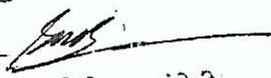
नोंदणी कायदा, १९०८, कलम ३४ अन्वये

श्रीमती ~~.....~~ ~~.....~~
~~.....~~ उपभूख्य अधिकारी

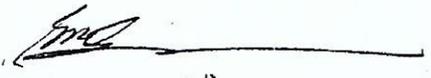
श्रीमती कलम ३४ च्या तरतुदीप्रमाणे वेळेवर
उपस्थित राहून कबुली जबाब न दिल्यामुळे
यांच्याकडून नोंदणी नकारण्यात आली आहे
दिनांक ११/११/९५


सहा मुख्य निबंधक, व. व.
बॉम्बे (मुंबई)

दिनांक १/११/९५
पुस्तक क्रमांक १ क्रमांक पर
नोंदिला २५/११/९५ पान क्र १०२ ते १०९
दिनांक २४/११/९५ २४०


सहा मुख्य निबंधक अंधेरी
मुंबई उपनगर जिल्हा

One duplicate presented along with
this deed under S. No. १०२१/११/९५
is certified as this registered
number


Joint Sub-Registrar II
Bombay (Bandra)

२०/१०/९५



MAHARASHTRA HOUSING AND
AREA DEVELOPMENT
AUTHORITY

Sri. Smt. Kulkarni

SUNIL KULKARNI

INDENTURE OF LEASE

Dated this 27th day of June 1972