MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

(WORLD BANK PROJECT)

Agreement of Lease for

Site and Services

GENERAL STAMP OFFICE March Kage CERTIFIED under Section 32 of the Bombay Stamp Act, 1958 that the full Stamp day Rusees (1600) . Only 6 been paid. been paid. 201017

THIS INDENTURE OF LEASE made at Bombay this day Phonary 1982 (One thousand nine hundred and eighty Between the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY a Corporation constituted under the Maharashtra Housing

and Area Development Act, 1976 (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 to as "the Authority" which expression

shall unless the context requires otherwise include its successors

and assigns) of the One part:

The Grankup @ Sai Siddw Co-operative Housing Society Limited a society duly registered under the Maharashtra

Co-operative Societies Act, 1960 (Mah. XXIV of 1961) and bearing Registration No. Book WO The (TO Y5057/090-91 dated the 07.02.1991

having its registered office at Cluster prot No 26%.

structed at auantop Kan Hrose (West) Suburban Bambay Lessee (hereinafter referred to as "the Society"

expression shall unless the context requires otherwise include its

successors and permitted assigns) of the Other Part:

whereas the Authority is possessed of or otherwise well and sufficiently entitled to a piece or parcel of land Cluster.

Plot bearing No 267 Rec 9 admeasuring 1304.10. sq.

meters or thereabouts situated at S.No. 49 be Kandyali being being part of the Authority's estate at Chambop Kandyali Bombay 400067 in the registration Sub-District of Bandra Bombay Suburban District and more particularly described in Schedule I hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said Land");

PAR Member AND WHEREAS the said land has been divided into 29+6-35 developed plots and has been provided with the necessary common facilities and amenities;

AND WHEREAS each of such developed plots has been provided with a toilet and a bath (upto plinth level) connected with the common sewerage and a water tap and/or plinth of rooms (wherever provided) and other amenities (hereinafter cumulatively referred to as "the developed plot");

AND WHEREAS the said developed plots on the said land have been allotted by the Authority under its sites and services scheme prepared under the Bombay Urban Development Project aided by World, Bank to persons specified in column 2 of Schedule II hereinunder written (hereinafter referred to as "the allottee or allottees" as the context may require);

AND. WHEREAS the said allottees have on allotment of the developed plots to them formed themselves into a co-operative housing society called the Co-operative Housing Society Ltd. the lessee hereto for management and orderly conduct of all the problems and matters connected with the common services facilities and amenities of the households on the said land;

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the said land to the said Society on lease for a period of ninety years with effect from the date of execution of these presents/the 0300 days february 1992 on payment of a premium of Rs. 867-50/— (Rupees 670 SX thomas Sovey humors fifth only) and a lease rent of Rs. 420/— (Rupees for the society proportionately as specified in column 3 of Schedule II hereinunder written for and on behalf of the society for the purpose of construction maintenance and location of houses by its members on the developed plots respectively allotted to them for the purpose of their residential use and occupation on the terms and conditions herinafter contained;

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AND WHEREAS it is expedient and necessary to execute this Indenture of Lease in favour of the society in pursuance of the above mentioned decision of the Authority agreed to by the society and by each member of the said society;

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AND WHEREAS before the execution of these presents the society through its member allottees has paid a total sum of Rs. 15700/-- (Rupees THEM Moment two Number only) only) towards premium being the first instalment of the premium and Rs. 11450/- (Rupees Cleven Moment form only) towards the cost of toilets and baths (up to plinth level) connected with the common sewerage

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and water taps and/or plinth of rooms (wherever provided) and other amenities incurred by the Authority for and on behalf of the respective allottees also being the first instalment therefor and (Rupees for Number only) towards the lease rent (the receipt of which the Authority doth hereby admit and acknowledge);

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS :

Tained. In consideration for the aforesaid sum of Rs. 15200/---(Rupees + Hear thomand the handed - only) (Rupees Cyly 9x Moward Sown only) the remaining amount being agreed to be paid by the society to the Authority in 240 monthly equated instalments as specified in Schedule II hereinafter written and Rs. 420/- (Rupees four humanod human $\mathcal N$ only) being the lease rent for the period of one year paid by the society to the Authority before the execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge), and in consideration of rent hereinafter reserved and covenants hereinafter contained the Authority doth hereby demise by way of lease unto the society the said land bearing Cluster Plot No. 267 RCC 9 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 90 (ninety) years commencing from the date of execution of The these presents/the 037 debruay 1982 (hereinafter referred to It's "the commencement date") subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the term of the first twenty years a sum of Rs. 420/--BSC (Rupees toux Numbro twency - only) per annum as lease rent and a sum at the revised rate of lease rent there-Tychardian Marian Stania



after 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 place as the Authority may from time to time specify in this behalf and intimate to the society.

2 (i) It is hereby agreed between the parties that developments carried on each of the plots on the said land that is construction and provision of toilets and baths (upto plinth level) connected with the common sewerage and water taps and/or plinth of rooms (wherever provided) and other amenities shall be deemed to have been carried out at the cost of the respective allottees and the expenditure thereon shall be deemed to have been incurred by the Authority for and on behalf of such respective allottees. Out of the total amount of cost of Rs. 73.794 (Rupees Sevente three Incurred by the Authority on the above said developments on the said land the member-allottees have paid an amount of Rs. 11.450/(Rupees Eleven Mount of White Incurred by the Authority on the above said developments on the said land the member-allottees have paid an amount of Rs. 11.450/(Rupees Eleven Mount of White Incurred by the Authority of the receipt of which the Authority doth hereby admit and acknowledge);

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the amounts towards premium and cost of development of each of the developed plots on the said land as aforesaid that is Rs. 71.550 (Rupees award was luminated by and Rs. 62.344).

(Rupees trib wo luminated humbed and only) and Rs. 62.344/

(Rupees trib wo luminated humbed and only) respectively remaining to be paid to the Authority on the date of execution of these presents shall be paid with interest thereon at 12% (tewlve percent) per annum in 240 monthly equated instalments and shall be treated as a loan to the society as well as to the allottee of the developed plot as specified in Schedule II hereinunder written. Repayment of the said amount shall be the

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first charge on the said land developed plot and the construction made or to be made by the allottee-member thereon and shall be liable to be recovered as arrears of land/revenue under section 180 of the said Act;

- (iii) It is also agreed that the amounts to be paid towards the premium and the cost of development of the developed plot and the common areas shall be liable to be paid jointly and severally by the society and the individual allottee as specified in Schedule II hereinunder written;
- (iv) The allottee members of the society have agreed to pay as specified in Schedule II hereinunder written through the society the amounts of instalments towards the premium lease rent and the cost of development of the developed plot respectively allotted to them and of the common areas;

The society hereby undertakes and agrees to collect From the allottee members the monthly equated instalments as specified Schedule II hereinunder written and other dues if any every month and to pay the same before the day of the said month and accordingly for that purpose shall require each allottee member occupying the developed plot in the demised premises to pay the monthly equated instalments or of the other dues in respect of his plot to the society before the 10 11 Not each month. The society further undertakes and agrees that it shall not utilise the amounts so collected from the occupant members of the society for any of its own purposes but shall pay same to the Authority without any deduction therefrom at such place as it may direct within the period herein mentioned. On receipt of the amounts in the office of the Authority the Authority shall arrange to pass individual receipts in favour of each allottee specified in Schedule II and an acknowledgement to the society of the total amount received from it. It is also





agreed that if any allottee fails to pay the monthly dues before
the 1019 day of any month the Authority shall be
at liberty to recover the same from the allottee member together
with delayed payment fee at the rate specified in Schedule,
II hereinunder written as arrears of land revenue under the
said Act;

- (vi) The society hereby agrees that the Authority is entitled as aforesaid to recover the monthly instalments from the occupant members of the society and to enforce the terms and conditions of the order of allotment of plots and the undertakings given by them to the Authority with respect to the same.
- (vii) It is further agreed that each allottee member of the society shall have only the occupancy right of the plot allotted to him;

(viii) The society also hereby agrees that in the event of any of the allottee members of the society vacating the developed plot allotted to him whether: as a result of the proceedings taken by the Authority against him under the said Act for his failure to pay instalments in time or for breach of any of the terms and conditions of allotment or for any other reason whatsoever the Authority shall be entitled to allot the occupancy right of the developed plot allotted to him to any other person on such terms and conditions as the Authority may think fit and the society shall admit such allottee as a member of the society or, intimation by the Authority to that effect. On the admission of such allottee member and fixation of his monthly instalments if necessary Schedule II to these presents shall be deemed to have been modified accordingly.

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The society doth hereby covenant with the Authority in the following manner that is to say-



- (a) to pay delayed payment fee on such amount of instalments of premium and lease rent or any part thereof or any other dues to be paid by the society or its members to the Authority as shall remain unpaid for 30 days after the date on which the said amount or dues has or have become payable as aforesaid at the rate specified in Schedule II hereinunder written until the whole of such amount or dues has or have been paid;
 - (b) to 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 in its then existing condition;
 - the said land and developed plots only for the bonafide purpose of constructing maintaining and locating houses for the purpose of bonafide residence and for the purposes necessary and incidental thereto and not to use or allow to be used the said land or developed plots for any purpose not specifically permitted by the Authority. The question whether any purpose is necessary and incidental to the main bonafide purpose aloresaid or whether any purpose is not specifically permitted by 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;

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- (d) to abide by all rules and regulations of the Government Municipal Corporation of Greater Bombay of any other statutory authority in so far as they relate to the said land and in regard to the construction of the houses and maintainance thereof;
- (e) to abide by the provisions of the said Act and the rules and regulations made by or under the said Act;
- (f) to ensure that the members start residing on the developed plots allotted to them within eight months from the date of taking over possession of the plots by them;

Provided that on the application of the allottee-member through the society in that behalf the Authority may at its discretion extend the time limit as hereinabove provided;

(g) to bear pay and discharge all the present and future rates taxes cesses assessments duties impositions and outgoings payable to Municipal Corporation of Greater Bombay or the Government or to any other local authority or statutory body in respect of the said land and/or houses erected thereon including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the society and all expenses relating thereto if any and save and keep harmless and indemnified the Authority in respect thereof. The present rates and taxes come to Rs.

NIL. (Rupees

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(h) to maintain the said land and to ensure that the members maintain the houses constructed by them 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

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the authority by reason of any breach of the terms and conditions covenants contained in these presents and for enforcing any right of the Authority under these presents.

The society hereby declares that the terms and conditions contained in this indeture of lease are acceptable to all the members the society and that the society has unanimously passed Resolution No. 10 approving of the same in a meeting held on the 03 day of Monds 1989 attended by all the members of the society. A copy of the said resolution signed-by-all-the members of the society is annexed as Schedule III To these presents.

IN WITNESS WHEREOF the signatrue of Shri M.D. Pawar. Deputy Director, World Bank Project of the Maharashtra Housing and Area Development Authority for and or behalf of the Maharashtra Housing and Area Development Authority has been set hereunder and the seal of the Authority is affixed and attested by the officer of the Authority and the signatures of Shri R.S. Chandirale Chairman, Shries. Brukor secretary, and Shri N.N. Gando member of the managing Committee of the Charkey a Saididdly Co-operative Housing Society Limited and on behalf of the society and the seal of the society have been affixed hereunto on the day and the year first hereinabove written.

SCHEDULE I

All that piece or parcel of land bearing Cluster plot No. being S.No. 149 of Kamilwan Village Chanker Kandinacin in the registration sub-district of Bandra Bombay

Suburban Distirct and bounded as follows:

On or towards the North by ARI - Cluster plos No. 266 On or towards the South by ADJ. AUTR PROF NO. 268

Ch or towards the East by ADJ. Plut No 110 Pt 2112 Pt & HIQ

On or towards the West by ADJ. REE 9. 9.0. m. while Rd,

Thandingle SCHEDULE II Speartely attached

SCHEDULE III

passsed	(Resolution No	10	dated	the 01.4.91
passsed	by the Society	in its metting he	ld on the	03.3.1991).

De-

Signed Sealed and Delivered by
Shri M.O. Pankou. Dopul
Director, World Bank Project,
Maharashtra Housing and Area
Development Authority Bombay

BSZ.

Deputy Legal Adviser II, who has signed in token thereof.

in the presece of Shri

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The Common Seal of the Maharashtra Housing And Area Development Authority is affixed
hereunto in the presence of
Shri RS. Godso.

Pro A

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

Deputy Legal Adviser II of

shri a. P. Sawon-AEM

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M.O. Parker

Dy.Director, World Bank Project, maharashtra Housing and Area Development Authority, Dombay.

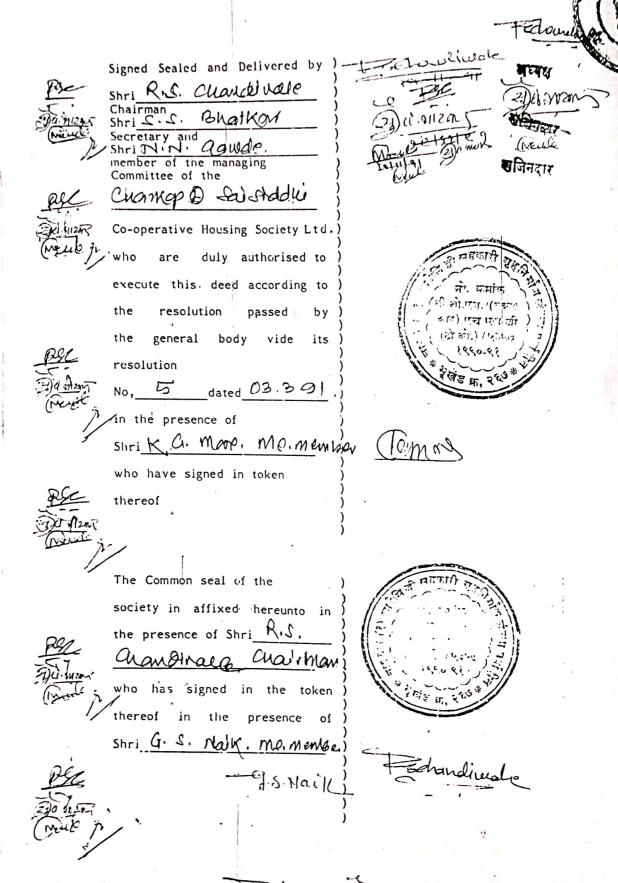
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Deputy Leagl Adviser II maharashtra Housing and Area Development Authority, Bombay.

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नोंदणी कमांक - जी भी पत् / (जन्मपू-भार) / एथ एए जी (री भी) / ५३५७ सन १५००-५१ नोंदणी कमांक - जी भी पत् / (जन्मपू-भार) / एथ एए जी (री भी) / ५३५७ सन १५००-५१ नोंदणीकत पत्ता - व्योज ते. १६७ भाग - १, शेयडर - ६, भार पश्च ती - ६ भार पश्चि,

व्यारकोष, कांदीयली (पिकाम), मुंबई - ४०० ०६७.

त्रावक का

fraix 01/4/91.

Sub : Accepance of terms & Conditions of lease

RESOLUTION NO.10

"Resolved Unanimously that the terms and condition of lease as set our in appendix appended to offer letter ho. DD1/MDP/006/3380/90 dated 28/10/90. Issued by the Deputy Director - I World Bank Project are acceptable to all the allotters of the Charkep-1, Saisiddhi Co.Op. Hosg. Society Ltd., without any terms, Conditions and Complaints in the General Body Meeting held at General Education Institute, Chabildas Lallubhai Bajs high School Chabildas Road, Dadar (4) Bombay - 400 028 on 3.3.91.

Proposes by :- Shri Rabindra Krishna Azgaonkar.

Seconded by :- Shri Gangaram Shanturam Naik.

Fassed unanimoulst.

Certified True Copy.

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2.	Redhelal Shantilal Khaitan.	Ikalague Ahmed Faiy Ahmed Quareshi.	Ashok Pandurang Navarekar.	Nanākishor Naravan	Tannabai Kondaji Waghchoure.	Kishor Popatlal Karoliya.	Babu Ganu zemgeker.		Bharat: Chauba	Maruti Bhiku Karavanje. A-20 255g.Mtr.	Sanjay Bhagwan Sawant 25	Shankar Shivaram Chavan.A-22 25Sq.Mtr.	Faridabanoo Mohmad Nakki.	Latifabegum Shaikh Chand.	Jogendra Govind 25	Badri Sitaram Goenkar. A-26 25Sq.Mtr.
	11) Shri	12. Shri	13. Shri	14. Shri	15. Smt.	lo. Shri	7 Shri	18. Shri	19. Shri	Shri	. Shri	. Shri	. Smt.	. Shri	Shri	Shri
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No.	Name of Allottee Plot & Area in Sq. Mtr.	A Amount in of lease tr. premium	t Amount of lease	Monthly equated instalment	Total amount	Amount paid towards	Monthly instal ment	Amount of other	Monthly instal-	Delayed P payment	Total amount
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				premium	ment	develop-	ment of	any	dues	(Rs. PM	Column
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							ment			ment)	1
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•			1		1		i	*			
Shri	<pre>MXX Rajaram Jayaram . A-1. Shinde. 25Sq.Mtr.</pre>	1 1750/- r.	-/007 -	15/-	2034/-	250/-	20/-	r,	١,	2/-	35/- AACP
Shri	Shri Sultan Haidarali Shaikh.A-2. 25Sq.Mtr.	.2 1750/- ir.	- 400/-	15/-	2034/-	250/-	20/-	1	1.	2/-	35/- AACP
Shri	Suresh Shantaram Bh	-3 1750/- r.	- 400/-	15/-	2034/-	250/-	20/-	ľ	1.	2/-	35/- AAG
Shri	Sageer Ahmed WanidA-4. Ahmed 25Sq.Mtr.	4. 1750/- r.	- 400/-	15/-	2034/-	250/-	20/-	1	1 %	2/-	35/- AACP
Shri	Shri Krishna Gangaram More A-5. 25 Sq.Mtr.	5. 1750/-	400%	15/-	2034/-	250/-	20/-	r 3	1 .	2/-	35/- BACP
iss	Miss Charusheela Snantaram .A-6. Vedak. 25Sq.Mtr.	. 1750/-	400/-	15/-	2034/-	250/-	20/-		t -	2/-	35/- AACP
Smt. K	rayan 25 S q		-/00+	15/-	2034/-	250/-	20/-	1	1	2/-	1532 35/- AAGP 1573
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ri Sh	25Sq.Mtr.		400/-		2034/-	1	20/-	i.	1	2/-	35/- AACP 1594
; 	. avair undalik onike:A-10 25Sq.Mtr.	-/05/1	400/-	15/-	2034/-	250/-	20/-	i C	1	2/-	35/- BAGP

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SCHEDULE-II

Total Total to be paid every month column (6+9+10)	13	. 32.1GP	27.GP 1861	AAGP 1862	ADGP 1199	ADCP 1206	ADSC 0177	ADGP 1211	ADGP 1213	ADGF 1219
7 2	-	35/-	35/-	35/-	-/08	-/08	-/08	-/08	-/08	80/-
Delayed payment fee if & when payable (Rs. PM for per instal.	12	2/-	2/-	2/-	-/2	-/2	2/-	2/- 2	-/2	2/-
Monthly instal- ment towards other dues	11	, 1	ı	1	1	1	1	ı		
Amount of other dues if anv	10	1	i	1	ı	ı.				
Monthly instal- ment towards repay- ment of cost of develop- ment	6	20/-	20%-	20/-	20/-	20/-	/02	20/-	/02	20/
Amount paid towards cost of develop- ment	80	250/-	250/-	250/-	-/001	-/00/	-/00/	-/00/	-/00/	700/-
Total amount of cost of develop-ment	7	2034/-	2034/-	2034/-	2468/-	2468/-	2468/-	2468/-	2468/-	2468/-
Monthly equated instalment towards lease premium	9	15/-	15/-	15/-	-/09	-/09	-/09	-/09	-/09	-/09
Amount of lease premium paid	2	400%-	400/-	400/-	-/009	-/209	-/Ø009	-/009	-/009	-/009
Amount of lease premium	4	1750/-	1750/-	1750/-	-/0009	-/0509	-/ø0009	-/0009	-/0009	-ø0009
Plot & Area in \$9. Mir.	3	A-27 255q.Mtr.	A-28 258q.Mtr.	1 A-29 255q.Mtr.	til.D-41 40Sq.Mtr.	Naik.D-42 40Sq.Mtr.	D-43 405q.Mtr.	D-44 ·		D-46
Name of Allottee	2.	27. chri Premod Arishna Kadam.	Milagreen Anthong D'silve.	Mchemad Parvez Abdu Shelkh. Shelkh	Б	Gangaram Shantaram	Kishor Kanjibhai Solanki.	Vithoba Maloji Chiplunkar.	Kavindra Krishna Ajagaonkar	Chhaya Waman Saplay
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