

Parnakuti Co-op. Hsg. Society Ltd.  
A/417/27

Charup (1) PARNAKUTI Co-op Housing Society Ltd.,  
B.O.A.M. (W.R.) II'S G. (TO) 2714/87-88  
Plot No. 417 Sector No. IV, Part-II,  
Charup Kandivali (W), BOMBAY-400067.

# MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

## (WORLD BANK PROJECT)

### **INDENTURE OF MORTGAGE**

(in respect of loans granted out of HUDCO Loans to the Authority)



100+100+100+100+20+20=440

20<sup>th</sup> Jan 1989

S.

MORTGAGE

THIS INDENTURE OF MORTGAGE made at Bombay this  
20<sup>th</sup> day of Feb 1989 (One Thousand  
Nine Hundred Eighty Nine) between Shri ~~Smt. Akh.~~ Dhondu  
Balkokul Son/Wife/Daughter of Shri. Bhemayya Balkokul  
Balkokul Indian Inhabitant at present carrying on the business of

Balkokul employed in The Bombay Dyeing and Mfg. Co. Ltd.  
Balkokul C. Spring Mills J. G. P. Ambekar Marg, Bombay-14  
Balkokul and residing at Dhondu Bhemayya Balkokul Datori Nagar  
Balkokul Gate No. 2 Siddhi Vinayak Chowk  
Balkokul San. Tel. No. 2 (E.) Bombay. 400 055 Aliyavargumy  
Balkokul Mary.

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

AND

THE MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY a Corporation established under the Maharashtra Housing and Area Development Act 1976 (Mah. XXVIII of 1977) (hereinafter referred to as "the said Act") having its principal office at Griha Nirman Bhavan Kala Nagar Bandra (East) Bombay 400 051 the Mortgagee (hereinafter referred to as "the Authority" which expression shall unless the context requires otherwise

Contd..2/-

Balkokul

include its successors and assigns) of the Other Part:

BTalkokul WHEREAS by a lease deed dated the <sup>15<sup>th</sup> Jan. 1988</sup> .....  
 BTalkokul made between the Authority as lessor and the <sup>Charkop - 1, Parnalanti</sup> .....  
 BTalkokul Co-operative Housing Society Limited a society duly registered  
 BTalkokul under the Maharashtra Co-operative Societies Act 1960 (Mah.  
 BTalkokul of 1961) and bearing Registration No. <sup>Bom. UR/455/70/274-87-88</sup> .....  
 BTalkokul dated <sup>9-9-87</sup> ..... having its registered office at  
 BTalkokul <sup>2/4 Navin Gawade Chark. meghwadi</sup> .....  
 BTalkokul <sup>Taj. Shree ni. Bombay.</sup> .....  
 BTalkokul as lessee (hereinafter referred to as "the Society") a piece  
 BTalkokul parcel of land bearing cluster plot No. <sup>A-417</sup> ..... admeasu-  
 BTalkokul ring <sup>1304 = 10</sup> ..... sq. metres or thereabouts  
 BTalkokul situated at S.No. <sup>147</sup> ..... CTS No. ....  
 BTalkokul being part of the Authority's estate at <sup>Charkop, Khandivadi.</sup> .....  
 BTalkokul Bombay- 400 067 in the registration sub-district of Bandra  
 BTalkokul Bombay Suburban District and more particularly described  
 BTalkokul in Schedule I hereinafter written and shown by red coloured  
 BTalkokul boundary line on the plan hereto appended (hereinafter referred  
 BTalkokul to as "the said land") has been demised to the said society  
 BTalkokul from the <sup>15<sup>th</sup></sup> ..... day of <sup>Jan.</sup> ..... 1988  
 BTalkokul for a term of <sup>90</sup> ..... years subject to the payment  
 BTalkokul of the rent thereby reserved and the covenants by the lessee  
 BTalkokul and the members thereof and the terms and conditions therein  
 BTalkokul contained;

BTalkokul AND WHEREAS the said land has been divided into  
 BTalkokul <sup>2976 = 35</sup> ..... developed plots and each  
 BTalkokul of such developed plots has been provided with a toilet  
 BTalkokul and a bath (upto plinth level) connected with a common sewerage  
 BTalkokul and water tap and/or plinth of rooms (wherever provided)  
 BTalkokul and other amenities;

BTalkokul AND WHEREAS the Authority has under its letter  
 BTalkokul <sup>578</sup> ..... dated the <sup>27-3-87</sup> .....  
 BTalkokul allotted developed plot No. <sup>A-417</sup> ..... to the mortgagor  
 BTalkokul hereto under its sites and services scheme prepared under  
 BTalkokul the Bombay Urban Development Project aided by World Bank  
 BTalkokul more particularly described in Schedule II hereinunder written  
 BTalkokul and shown by green coloured boundary line on the plan hereto  
 BTalkokul appended (hereinafter referred to as "the said plot");

BTalkokul

BTalkokul  
BTalkokul

BTalkokul  
BTalkokul

BTalkokul  
BTalkokul  
BTalkokul



AND WHEREAS the mortgagor as such allottee and as a member of the said Society has been conferred with the occupancy rights of the plot allotted to him;

AND WHEREAS the mortgagor is absolutely seized and possessed of or otherwise well and sufficiently entitled to the occupancy right of the said plot and to the hereditaments and premises hereinafter described and expressed to be hereby granted conveyed transferred and assured;

*BTalkokul*  
*BTalkokul* AND WHEREAS the mortgagor has applied to the Authority for an advance to him/her of the sum of Rs. *21667/-* (Rupees *Twenty one Thousand Six Hundred Sixty Seven* only) out of the loan obtained by it from the Housing Urban Development Corporation for implementation of the above mentioned scheme for the purpose of enabling him/her to defray the expenses of building a house as a suitable residence for his/her own use;

*BTalkokul*  
*BTalkokul* AND WHEREAS the amounts towards premium and cost of development of the said plot including the construction and provision of a toilet and a bath (upto plinth level) connected with a common sewerage and water taps and or plinth of rooms (wherever provided) and other amenities amounting to Rs. *1500/-* (Rupees *One Thousand Five Hundred* only) and Rs. *2054/-* (Rupees *Two Thousand Thirty Four* only) respectively remaining to be paid to the Authority and to be paid in 240 instalments are treated as a loan to the said society as well as to the allottee-member-mortgagor hereto and repayment of the said amounts shall be the first charge on the said plot and constructions made or to be made by the mortgagor hereon;

*BTalkokul*  
*BTalkokul*  
*BTalkokul* AND WHEREAS the Authority has agreed to advance the mortgagor the said sum of Rs. *21667/-* (Rupees *Twenty one Thousand Six Hundred Sixty Seven* only) upon having the repayment thereof with interest thereon at the rate of *10* per cent per annum and the delayed payment fee if any on such amount of instalments or any part thereof to be paid by the mortgagor as shall remain unpaid for thirty days after the date on which the said amount has become payable secured in the manner hereinafter appearing payable

*BTalkokul*

in two instalments as stipulated hereinafter subject to the first charge hereinbefore mentioned which the mortgagor has agreed to do;

AND WHEREAS on the mortgagor completing the construction of house upto the lintel level (rooms proper and toilet block) inclusive of fixing of frames for doors and windows for rooms proper and toilet block the Authority has paid to the mortgagor the sum of Rs. 15,000/- (Rupees Fifteen Thousand only) before the execution hereof (the receipt of which sum the mortgagor doth hereby admit and acknowledge) the balance amount being payable on the completion of the toilet block and the house with roof shutters for doors and windows and pointing or plastering externally and internally to the walls.

BTalkokul

NOW THIS INDENTURE OF MORTGAGE WITNESSETH AS FOLLOWS:

In pursuance of the said agreement and in consideration of the premises and of the sum of Rs. 15,000/- (Rupees Fifteen Thousand only) advanced and paid by the Authority to the mortgagor before the execution of these presents (the receipt whereof the mortgagor doth hereby admit and acknowledge) and also in consideration the said agreement to pay the remaining amount of Rs. 6667/- (Rupees Six Thousand Six Hundred Sixty Seven only) on the completion of the toilet block and the house with roof shutters for doors and windows and pointing or plastering externally and internally to the walls the mortgagor doth hereby covenant with the Authority as follows;

BTalkokul  
BTalkokul  
BTalkokul  
BTalkokul

(a) to repay to the Authority the said sum of Rs. 21667/- (Rupees Twenty One Thousand Six Hundred Sixty Seven only) together with the further sum of money if any paid as would be required by the mortgagor not exceeding Rs. .... (Rupees ..... only) (hereinafter referred to as "the principal sum") together with interest thereon at the rate of 10% per annum in 180 monthly instalments of Rs. 2357/- (Rupees Two Thousand Three Hundred Thirty Eight only) each the first of such

BTalkokul  
BTalkokul  
BTalkokul  
BTalkokul

Contd... 5/-

BTalkokul



*Balkokul* instalments to be paid on the ..... <sup>1st</sup> ..... day  
*Balkokul* of Jan. 1957 ..... and each subsequent instalment  
*Balkokul* on or before the ..... <sup>10th</sup> .....  
 day of each month until the entire principal sum  
 and the interest thereon is paid in full:

Provided that if the mortgagor fails to pay any  
 above stated instalment of any part thereof for a  
 period of more than thirty days after the date on  
 which the payment of the said instalment becomes  
 due then and in every such case the amount of such  
 instalment or any part thereof shall be paid with  
 a delayed payment fee on the amount due at the rate  
 of Rs. 5/- (Rupees ..Five.....only) per month  
 until the whole of such amount has been paid;

(b) to use the said house for residential purposes of the mortgagor and his family.

2. In further pursuance of the said agreement and for  
 the consideration aforesaid the mortgagor doth hereby grant  
 convey transfer and assure to the Authority his/her occupancy  
 rights in the said plot of land or ground admeasuring \*25/30/40  
 Sq. metres situate lying and being at Charkop Kandivali  
 ..... Greater Bombay  
 together with the messuage and tenement thereon and more  
 particularly described in Schedule II hereinunder written  
 TOGETHER WITH all and singular the edifices drains trees  
 plants lights liberties easements profits privileges advantages  
 rights members appurtenant to the said plot hereditaments  
 and premises or in anywise appurtenant to the same or any  
 part thereof now or at any time heretofore usually held and  
 occupied or enjoyed or reputed to belong to or be appurtenant  
 thereto AND TOGETHER also with all the right title interest  
 claim and demand whatsoever of the mortgagor into and upon  
 the said plot hereditaments and premises TO HAVE AND TO  
 HOLD the same unto and to the use of the Authority absolutely  
 subject to the proviso for redemption hereinafter contained  
 PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED  
 that if the mortgagor shall duly comply with the terms and

\* Strike out whichever is not applicable.

Contd..6/-

*Balkokul*

*B Tallokekul*  
134-10

.....Sq. metres or thereabouts together with the messuages tenements thereon and bounded as follows that is to say:

- B Tallokekul* On or towards the North by : 9-00 meter wide road P.S.L-41
- B Tallokekul* On or towards the South by : open space
- B Tallokekul* On or towards the East by : Adj plot No. 416
- B Tallokekul* On or towards the West by : Boundary of-Charhop Part II

SCHEDULE II ABOVE REFERRED TO

*B Tallokekul*  
Developed Plot NO....A-417/27.....on the piece or parcel of land or ground referred to in SCHEDULE I above admeasuring.....25.....Sq. metres or thereabouts together with message tenements thereon and bounded as follows that is to say :

- B Tallokekul* On or towards the North by : Adj cluster No 28
- B Tallokekul* On or towards the South by : Adj cluster No 26
- B Tallokekul* On or towards the East by : open space
- B Tallokekul* On or towards the West by : Adj scheme boundary

SIGNED And DELIVERED by

the withinnamed  
...Shri. Dandu B. Tallokekul *B Tallokekul*

to the presence of  
 (1) Ravindra B. Phirange - Chairman R. B. Phirange  
 Wajay R. Parolule - Secretary *Janda*



*B Tallokekul*





SOUTH  
OPEN SPACE

12	13	14	15	16	17	18
25.59 m <sup>2</sup> PER PLOT						
3.14 X 8.15						

3.00 M WIDE PATHWAY

10						19
9						20
8						21
7						24
6						23
5						24
4	3.05 X 8.35					25
3	25.46 m <sup>2</sup> PER PLOT					26
2						27
1						28
						29

OPEN SPACE 32.55 M  
 4.30

ADJ. SCHEME BOUNDARY WEST.



46	45	44		43	42	41
	3.33 X 12.0 M	40 m <sup>2</sup>	3 M WIDE	40 m <sup>2</sup>	3.33 X 12.0 M	

9.00 M WIDE ROAD NORTH.  
RSC-41

NAME OF SOCIETY SHARKOP(1) PARNKUTI CO-OP. HSG. SOCIETY.

NAME OF PLOT HOLDER Shri. Dhonde Bhomayya TalKokul

TYPE OF CLUSTER	CLUSTER NO.	ROAD NO.	PLOT NO.
A/D	417	R SC - 41	27

*B TalKokul*