

(v)

Sr. No. 67113

RECEIPT ON BEHALF OF CIDCO OF MAHARASHTRA LTD.

Received from Shri/Smt. N. RAJASERHARA BABU a sum of
Rs. 10,000 (Rupees Ten thousand only only)

towards registration charges for a flat/tenement in New Bombay area admeasuring
85 Sq. M. through Cash/DD No. 006529 dated 8/7/87 drawn
on PUNJAB NATIONAL BANK (Name of the Bank) payable at Bombay/New Bombay.



(Revenue Stamp)

Place

Date 3/7/87

यूनिअन बँक ऑफ इंडिया
चेंबुर ब्रांच
For Union Bank of India,
Chambur Dr. Bombay.

Branch Manager

For Manager
Union Bank of India

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED
Marketing Section (DRS-87)
CIDCO Bhavan CBD - New Bombay - 400 614

Ref. No. CIDCO/MM/DRS-87/CP

Date: 23/02/93

To,

Shri/Smt. NALLURI RAJASE KHARABABU
B-4 31 R C F COLONY
CHEMBUR
BOMBAY

Sir/Madam,

1778

Sub : - Allotment of Tenement on Outright Purchase Terms booked under DRS-87 Scheme
Ref : - Your Application No. 67113

With reference to your above application, we had earlier informed you the location of the tenement allotted to you. In continuation to this we are pleased to inform you that the below mentioned tenement is allotted to you in the said location in the computerised draw held on 23rd Jan. 1993. This draw was supervised by a committee of observers including representatives of allottees as independent observers who were invited for the purpose.

DETAILS OF THE TENEMENT ALLOTTED TO YOU

1) Location VASHI 2) Sector No. 29 3) Type ****
4) Building No. G-28 5) Wing No./Floor 10 6) Tenement No. 1

2404-

You are advised to make following payments.

(A) PRICE	Area M ²	Rate per M ²	(Based on actual area) Amount (in Rs.)
i) Tenement	85.130	5648.00	480814.00
ii) Attached terrace (if any)			
iii) Roof terrace (if any)			
iv) Open plot (if any)			
Sub total (A)			480814.00

(B) AMOUNT PAID			
i) Eight Instalments (assumed)			374760.00
ii) Registration charges & accrued interest @ 14% compounded			20602.00
Sub total (B)			395362.00

(C) NET AMOUNT PAYABLE	(A-B)	85452.00
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(D) MISCELLANEOUS CHARGES		
i) MSEB connection charges		260.00
ii) Share Money		100.00
iii) Documentation charges		1000.00
iv) Cost of Lock		
v) Water connection charges including three phase power supply to common water pump		
Sub total (D)		22132.00

20% M.S.F.B. connection charges of Rs 4154/-
refunded as on 17/8/93
20772.00

(E) OTHER CHARGES (if any) (Please see the Annexure - I)

Yours faithfully

(R.V. MENDKI)
Marketing Manager

Note : OTHER TERMS AND CONDITIONS ARE ENCLOSED IN ANNEXURE - I

20772
4154
14618

CIDCO

**CITY & INDUSTRIAL DEVELOPMENT CORPORATION
OF MAHARASHTRA LTD.**

Manager Town Services office
City & Industrial Development
Corporation of Maharashtra Ltd.
CIDCO Bhavan, CBD-Belapur,
New Bombay-400614.

Date: 06/08/93

TAKING OVER POSSESSION BY THE ALLOTTEE

Type G-28 Aptt. No. G-28/0:1 Sector 29 at Vashi/CBD-Belapur/Panvel
Naruk/Kalamboli/Airoli/Kopar Khairane

1. Date of allotment : 23/02/93
2. Name of ~~His~~/Outright Purchaser : Shri Malluri Rajasekharababu
3. Date of execution of Agreement : 06/08/93

Civil Maistry

POSSESSION RECEIPT

hereby certify that I have taken over possession of the apartment No. G-28/0:1
Type G Sector 29 at Vashi / CBD-Belapur / Panvel
Naruk/Kalamboli / Airoli / Kopar Khairane on the day of 06/08/93 after proper inspection of
the fittings and fixtures provided therein

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.

Rajasekhar Sabar
(Signature of Allottee)

Name Malluri Rajasekharababu

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

Aptt. No. G-28/0:1, Sector 29

Vashi



AGREEMENT OF SALE

THIS AGREEMENT made at Vashi New Bombay, this 6th day of August One Thousand Nine Hundred Ninety three between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1966 having its registered office at "Nirmal", 2nd floor, 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 successors and assigns) of the One Part AND

Shri. Nalluri Rajase Kharababu

APT. 4-28/A.1 Sector 29

Vashi New Bombay,

Indian Inhabitant.

HEREINAFTER REFERRED to as "The 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 powers 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").

Ad
Asst. Ex. Officer
CIDCO Ltd. Vashi
New Bombay - 400701

for Rajase Kharababu

2. The State Government is, pursuant to Section 113A of the MRTP Act, is acquiring lands described therein and vesting such lands in the Corporation for development and disposal.
3. The Corporation has constructed on one of such lands building of ground and ^{0.1} upper floors, such building, comprising of flats and being designated as type building.
4. The Purchaser has before applying to the Corporation for purchase of flat in the said buildings made requisition for inspection from the Corporation and the Corporation has given inspection to the Purchaser of the original building plans and its specifications which the Purchaser doth hereby confirm and which has been duly approved by the Corporation.
5. The Certificate of title and Deeds as disclosed by the Corporation pertaining to the said land have been inspected by the Purchaser.
6. The Corporation has decided that the said flat should be sold on what is known as "ownership basis" with the condition that the allottees of the flats in the said buildings shall form themselves constitute into Co-operative Housing Societies, duly registered under the provisions of the Maharashtra Co-operative Societies Act 1960 after payment by them in full to the Corporation of the sale price of the flats allotted to them and all other money payable by them under their respective Agreements for sale with the Corporation and that the Corporation would thereafter grant to such Co-operative Societies a Lease of land on which the said building is constructed together with the said land and more particularly described in the Schedule hereunder written for a period of sixty years on the nominal rent of Rupees One Hundred per year.
7. The Corporation has disclosed to the Purchaser the nature of fixtures, fittings and amenities provided for in the said building.
8. A draft of the Lease Deed annexed hereto be executed with the Co-operative housing Societies, on its formation by the allottees of the said flats has been shown to the Purchaser for inspection and the Purchaser doth hereby confirm to have inspected and approved to their satisfaction.
9. The Purchaser has agreed to purchase from the Corporation on what is known as "Ownership Basis" a flat No. ^{0.1} at or for the total price of Rs. ^{4,80,815/-} (Rupees Four lakh Eighty thousand Eight hundred Fourteen only) upon the subject to the terms and conditions hereinafter contained and also upon subject to the terms and conditions of the Lease of the said land and building to be granted by the Corporation to the Co-operative Housing Society, as aforesaid.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows :

1. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Corporation to the said land and the Purchaser ~~shall not be entitled further to investigate the title of the Corporation to the said land and no requisition or~~

4 Rs. 4,80,815/-

Asst. Estate Officer
CIDCO LTD. Vashi
New Bombay - 400703

objection shall be made or raised by the Purchaser on any issue relating thereto and arising therefrom.

2. The Corporation agrees to sell and the Purchaser agrees to purchase flat bearing No. 101 on D/1 floor of building No. 428 in the said building (hereinafter referred to as "the said flat") admeasuring 85.130 sq.mtrs. or thereabouts as per the Plan and specifications seen and approved by him, copy whereof is hereto annexed marked "Annexure A" at or for the price of Rs. 4,80,841/- (Rupees Four Lakh Eight Thousand Eight hundred Fourteen only) which shall be paid by the Purchaser in the following manner, that is to say :

a) The payment of Rs. 4,80,841/- including the payment of Registration charges of Rs. 10,000/- shall be paid before the execution of this Agreement which the Purchaser has paid, the receipt whereof the Corporation doth hereby acknowledge.

b) The payment of Rs. towards the balance of the sale price shall be made in the manner and by the instalments specified below:-

(i) Rs. on or before by the Bank Draft to be drawn in the name of CIDCO-Ltd. payable at New Bombay.

(ii) Rs. on or before by the Bank Draft to be drawn in the name of CIDCO Ltd. payable at New Bombay.

3. In the event of default by the Hiré Purchaser in payment of any of the instalments of the balance of Rs. (Rupees) on their respective due dates as hereinbefore mentioned, (time being of the essence of the contract), the Corporation shall be at Liberty to terminate this Agreement in which event the registration charges paid by the Purchaser shall stand forfeited to the Corporation. The Corporation may however, on such termination, refund to the Purchaser the instalments of part payments if any, which may have till then been made by the Purchaser to the Corporation but without any further amount by way interest or otherwise, and on the Corporation terminating this Agreement under this clause it shall be at liberty to sell the said flat to any other persons, the Purchaser shall not be entitled to question or dispute such sale on any ground whatsoever or to claim any amount whatsoever from the Corporation.

4. Without prejudice to other rights of the Corporation under this Agreement and /or law, the time being in force Purchaser shall be liable to pay to the Corporation interest at the rate of 21% per annum on all amounts becoming due and payable by the Purchaser under this Agreement if such amount remains unpaid for seven days or more after becoming due, upto period of 6 months and thereafter the interest will be payable at the rate of 25% per annum on such amount.

5. Possession of the said flat shall be delivered to the Purchaser on the date of the execution of this Agreement. The Purchaser hereby confirms to have received the possession of the said flat.

R. S. ...

Chandrab...
ASSM. Estate Off. of
CIDCO LTD. Vashi
New Bombay - 400703

11. In the event of any amount by way of premium of the State Government or betterment charges or development tax or payment of a similar nature becoming payable by the Corporation in respect of the said land and/or building the same shall be reimbursed by the Purchaser to the Corporation in proportion of the areas of the said flat to the total area of all flats and in determining such amount the decision of the Corporation shall be conclusive and binding upon the Purchaser.
12. (a) The Purchaser shall obtain electricity connection after completion necessary formalities. The Purchaser shall pay to the Maharashtra State Electricity Board connection charges and electric energy charges for the electricity consumed in respect of the said flat as recorded by the meter separately attached to the said flat.
- (b) The Purchaser shall make if necessary an application to the concerned authority after completion of necessary formalities. The Purchaser shall pay to the said Corporation water charges as may be apportioned and determined in respect of the said flat by the Corporation. The Purchaser agrees and declares that such apportionment or determination of water charges by the Corporation shall be final and conclusive and binding on him.
13. The Purchaser shall not without the previous permission in writing of the Corporation, let, sub-let, sell, transfer assign or part with his interest in or beneficiary of this Agreement by way of sale, Gift, Lease or in any other manner in favour of any person or persons or part with the possession. The Corporation may grant such permission to the Purchaser subject to such terms and conditions as may be specified by the Corporation from time to time including the condition for payment of additional price and in accordance with terms, conditions, covenants contained in respect of the Lease Deed to be granted by the Corporation to the Society of the Purchasers. The Purchaser hereby agrees to observe all the terms, conditions, covenants contained in the Lease Deed to be executed in between the Corporation & the Society of the Purchaser to be formed, the draft of which has been inspected by the Purchaser.
14. On delivery of the possession of the said flat, the Purchaser shall insure and keep insured the said flat against loss or damage by fire for such value as may be required by the Corporation in joint names of the Corporation and the Purchaser with such Insurance Company as the Corporation shall determine and whenever is required to produce to the Corporation the policy or policies of such Insurance and the Receipt of the payment of the last premium for the same and in the event, of the said flat being damaged or destroyed by fire, as soon as reasonably practicable, lay out the insurance money in the repair, re-building or reinstatement of the said flat.
15. The Purchaser alongwith other Purchasers of flats, shall join in forming and registering Housing Society under the provisions of the Maharashtra Co-operative Housing Societies Act 1960. On the registration of Co-operative Housing Society, the right of the Purchaser of the flat under this Agreement shall be recognised and regulated under bye-laws of the said co-operative housing society. The Purchaser hereby agrees and further undertakes that he will join and co-operate with the owners of the other flats in the said building and the Corporation in forming a Co-operative Housing Society and getting it duly registered under the Maharashtra Co-operative Societies Act, 1960, and for that purpose, will from time to time sign and execute all applications and other papers and documents as may be required for the formation and registration of the Society.

7 Reshma Sabar

Asst. Estate Officer
CIDCO LTD, Vashi
New Bombay - 400 033

16. The Purchaser shall sign all papers and documents and all other acts and things as the Corporation may require him to do or obtain to do from time to time for safeguarding the interest of the Corporation and the purchasers of other flats in the said building.
17. The Corporation agrees and binds itself that on the Purchasers of all the flats paying in full their respective dues payable to the Corporation and complies with all the terms and conditions of their respective Agreement with the Corporation and after the Co-operative Housing Society is registered, the Corporation will execute in favour of the society a lease of the said land and building for a term of sixty years at a nominal rent of Rupees one hundred per annum, as per draft annexed hereto read and approved by the Purchaser.
18. The Purchaser shall keep the said flat and all walls and partition walls, drain pipes, and appurtenances thereto in good habitable and carry on repair and to upkeep condition and in particularly so as to support, shelter and protect and parts of the building other than his flat and shall not make any additions or alterations to the said flat or any part thereof without prior permission of the Corporation in writing.
19. Nothing contained in this Agreement shall be construed or intended or deemed to be a grant, demise or assignment in law of the said flat to the Purchaser so as to create or confer in favour of or upon the Purchaser of any interest of property in the said land or the said flat.
- 19 (a) The Purchaser shall not appoint any person as his/her agent by a power of attorney or otherwise for the purpose of this Agreement except his/her spouse, father, mother, brother, sister or major child.
20. The Purchaser shall from the date of possession maintain at his own cost the said flat in good habitable repair and condition and shall not do or suffer to be done anything in or to the said flat which may be against the rules of bye laws of the Corporation or Municipal or local or any other public body authority is in force or which may be destructive of or injurious to the said flat or be a nuisance or annoyance to the inhabitants/residents of the same neighbourhood nor shall Purchaser effect any additions alterations in or to the said flat or any part thereof.
21. If the Purchaser commits breach of any of the terms, conditions and stipulation of this Agreement, the Corporation shall be at liberty to determine this Agreement by giving 30 days notice to the Purchaser. On the expiry of such notice, the Corporation shall re-enter on the said flat or any part thereof in the name of the whole and to quietly possess and enjoy the said flat free from any right, claim or interest of the Purchaser and without any interruption or disturbance whatsoever by the Purchaser but without prejudice to the Corporation's any other rights in respect of such breach or breaches.
22. On the expiry of the notice referred to in the foregoing clause, this Agreement shall stand determined. Upon the determination of this Agreement for any reason whatsoever, all the instalments paid by the Purchaser till then including the initial payments made by him as stated hereinbefore shall be appropriated by the Corporation as compensation for use and occupation of the said house by the Purchaser till the date of such determination and, the Purchaser shall not then be entitled to claim refund of the said amount or any portion thereof.

R. S. Chavan

R. S. Chavan
 Asst. Estate Officer
 CIDCO LTD. Vashi
 New Bombay - 400703

23. Any delay of indulgence by the Corporation in enforcing any of the terms of this Agreement or any forbearance or giving of time to the Purchaser shall not be construed as a waiver on the part of the Corporation of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Corporation.
24. The Purchaser shall bear and pay the stamp duty and registration charges in respect of this Agreement and its duplicate, and also the costs of the attorneys of the Corporation of and incidental to the preparation of this Agreement.
25. All costs, charges and expenses in connection with the formation of the Co-operative society as well as costs of preparing, engrossing, stamping, and registering and Deed of Lease or any other document or documents required to be executed by the Co-operative society or by the Purchaser of the flat, the said building as well as the costs of the Attorneys of the Corporation of and incidental to the preparing and approving all such documents shall be borne and paid proportionately by all the Purchasers of the flats in the said building.
26. All notices or communications to be served on the Purchaser, as contemplated by this Agreement or otherwise shall be deemed to have been duly served on the Purchaser if sent to him by prepaid post under Certificate of Posting at the address of the said flat or at his last known address.

Bimaldas
Ass. Estate Officer
CIDCO LTD. Vashi
New Bombay - 400703

7 Di Section *Kabir*

207.M-3.F.B. connection charges refunded
as on 12/2/93

93
12/2/93
SCHEDULE

ALL THAT piece or parcel of land admeasuring 6000.00 sq.mtrs. or thereabout being Plot No. 3 of the layout of land situated in and being at village Juhu Tehsil Thane District Thane in the registration Sub-District Thane and District Thane and bounded as follows that is to say :

- On or towards the North by 12 mtrs. wide Road.
- On or towards the South by 14 mtrs. wide Road.
- On or towards the East by 15 mtrs. wide Road.
- On or towards the West by Adj. cond No. 4

IN WITNESS WHEREOF the parties hereto have hereunto and to a Duplicate hereof set and subscribed their respective hands the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED CORPORATION

BY THE HAND OF
Smt. V.G. Mandvilker
R.G. More
.....
Asstt. Estate officer
(Vashi-Nade)
.....
(Designation)

[Signature]
Asstt. Estate Officer
CIDCO : D. Vashi
New Bombay - 400703

IN THE PRESENCE OF

- (1) Shri J. T. Patil [Signature]
- (2) Shri Mrs. S.N. Sakhare [Signature]

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED

Shri Nalluri Rajeswarababu

[Signature]

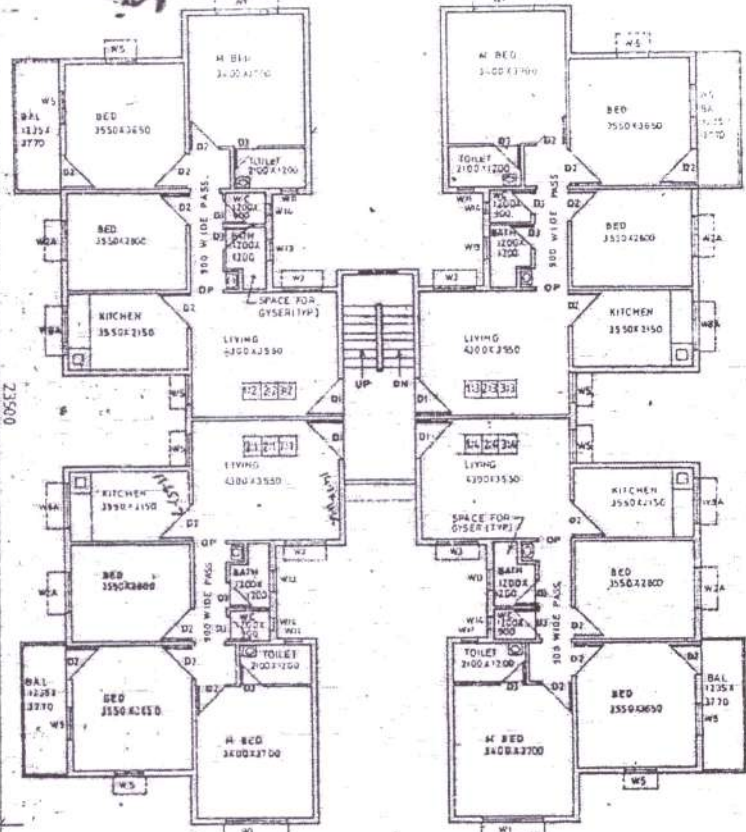
IN THE PRESENCE OF

- (1) Shri J. T. Patil [Signature]
- (2) Shri Mrs. S.N. Sakhare [Signature]

ASST. Estate Officer
CIDCO LTD. Vashi
New Bombay - 400702

P. Sekhar
15/6/72

00981



• TYPICAL FLOOR PLAN

G TYPE BLDG. IN SECTION 29
AT VASHI NEW BOMBAY

* CARPET AREA & BUILT-UP AREA STATEMENT

ACCOMMODATION	CARPET AREA	BUILT-UP AREA
LIVING	75.27 sq. m.	
BED	92.96 "	
H. BED	92.58 "	
KITCHEN	74.63 "	
BATH	1.86 "	
W.C.	1.08 "	
TOILET	21.52 "	
PASSAGE	4.12 "	
BALCONY	4.65 "	
TOTAL	224.64	55.71 sq. m.

I, S. D. KHADKAR ARCHITECT DO HEREBY CERTIFY THAT THIS IS AN ACCURATE COPY OF THE TYPICAL FLOOR PLAN OF G TYPE BUILDING AS SHOWN ABOVE AND APPROVED BY THE LOCAL AUTHORITY AND THE MUNICIPAL CORPORATION OF VASHI. I AM NOT RESPONSIBLE FOR THE CONSTRUCTION OF THE BUILDING, INCLUDING THE WORKS OF THE FOUNDATION, STRUCTURE AND DIMENSIONS OF APARTMENT NUMBERS AND DIMENSIONS OF APARTMENT AS BUILT.

I SOLEMNLY AFFIRM THAT WHAT IS STATED ABOVE IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

SOLEMNLTY AFFIRMED AT
THIS DAY OF 1972

S. D. KHADKAR
ARCHITECT
M. G. SHIRKE & CO. PVT. LTD.
72-74 HINDURAM RAJEEV MARG
DELUDE NE

REVISION

NOTE

FOR CIDCO

LOCATION - VASHI - NEW BOMBAY

DRAWN BY [Signature] CHECKED BY [Signature]

APPROVED BY [Signature] SCALE 1:100

JOB NO. 80/64 DNG NO.

List of Fittings and Fixtures

Type of Bldg. :- G/H (85 M² / 100 M²)

Sr. No.	DESCRIPTION OF ITEMS
	<u>FIXED INSTALLATIONS</u>
(A)	<u>JOINERY ITEM :</u>
	<u>Ent. Door with Brass</u>
a.	<u>Chromium plated fitting</u>
	with night latch - 1 No.
	Letter slit - 1 No.
	Aldrop - 1 Nos.
	Tadi - 1 No.
	Towerbolt - 1 No.
	Handles - 2 Nos.
	Stopper - 1 No.
	Peephole - 1 No.
b.	Bed- 1 Bed-2 M. Bed and Balcony doors, shutters <u>with chromium plated fittings</u>
	Aldrop - 1 No.
	Tadi - 1 No.
	Tower Bolt - 1 No.
	Handles - 2 No.
	Stopper brass ox - 1 No.
c.	Bath, WC and Toilet doors, with Aluminium fittings.
	Tadi - 2 Nos.
	Handles - 2 Nos.
d.	<u>Alu. sliding window</u>
	Kit. - 2 panels
	M. Bed - 3 panels
	Bed - 1 - 4 panels
	Bed - 2 - 2 panels
	Living - 4 panels
e.	<u>Glass Louvers for Vent</u>
	Toilet - 1
	Toilet - 2
	Toilet - 3

↑ R. S. Srinivasan

Sr. No.	DESCRIPTION OF ITEMS
	<u>FIXED IN TENEMENTS</u>
	<u>ELECTRICALS</u>
(B)	Bell point - 1 No. Light point - 6 No. Fan point - 6 Nos. 5 AMP-plug pt. - 7 Nos. 15 AMP. power pt. - 7 Nos. D.P. Switch & CUTOOUT- 1 No.
	<u>PLUMBING & SANITARY</u>
(C)	Stainless Steel kit. Sink incl. fitting- 1 No. Indian WC pan - 1 No. PVC flush Tank - 1 No. European WC pan & AEAT cover - 1 Nos. PVC Flush Tank - 1 No. wash basin with bottle trap - 2 Nos.
(D)	<u>KEY NOS. :</u> (Godraj Night Latch)

Deed of lease of land at Village _____, Tehsil _____, Dist _____.

THIS DEED OF LEASE made at _____ this _____ day of _____ of One thousand nine hundred ninety _____ Between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956, having its Registered office at 'Nirmal', 2nd floor, 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 successors and assigns) of the One Part And _____ the CO-OPERATIVE HOUSING SOCIETY LIMITED, a Co-operative Society registered under the Maharashtra Co-operative Societies Act, 1960 under Registration Certificate No. _____ of 199 _____; and having its Registered Office at _____ hereinafter referred to as "the Lessee" (Which expression shall unless it be repugnant to the context or meaning thereof include its successors or assigns) of the Other Part.

WHEREAS :-

1. By his Order No. _____ dated _____ the Collector of _____ vested in the Corporation for development and disposal, inter alia, a piece or parcel of land bearing Gat No. _____, Part No. _____ Situate at Village _____, Tehsil _____, Dist _____.
2. The Corporation obtained possession of the said land and has established a township thereon, and on surrounding lands called "Township", and has constructed, and is constructing on the said land, building for residential purpose.

sp. *R. S. Chavan*

The Corporation entered into Agreements for Sale of flats in Bldg. No
 Situated in sector of with various persons for sale
 to them if the said flats what is known as "Ownership basis" at the price and on the
 terms and conditions therein mentioned, including the conditions that the allottees of the
 flats shall form themselves into a Co-operative Housing form themselves into a
 Co-operative Housing Society to be duly registered under the provisions of the
 Maharashtra Co-operative Societies Act, 1960, after payment by them, the allottees, in
 full to the Corporation of the sale price of the respective flats allotted to them and all
 other moneys payable by them under their respective Agreements for sale with the
 Corporation, and the Corporation would grant to such Co-operative Housing Society a
 Lease of the Land admeasuring Sq. Metres or thereabouts situate
 in on which the said buildings are constructed; together
 with the said building, and more particularly, described in the Schedule Thereunder
 written as also in the Schedule hereunder written for a period of Sixty years at a
 nominal rent of Rupee One hundred per year.

4. The allottees of the said flats having paid to the Corporation in full the sale price of the
 respective flats allotted to them and all other moneys payable by them under their
 respective Agreement for Sale with the Corporation, the Corporation has delivered to
 the said allottees possession of their respective flats.
5. The Lessee, the Co-operative Society has been formed by aforesaid allottees of the said
 flats and registered under the Maharashtra Co-operative Societies Act, 1960, under
 Certificate of Registration No. Dated issued
 by the Registrar of Co-operative Housing Societies.
6. The Lessee has now requested the Corporation to execute a Lease of the said land and
 building, the Lessee favour which the Corporation has agreed to do on the terms and
 conditions hereinafter contained.

NOW THIS DEED WITNESSETH AS FOLLOWS :-

1. In pursuance of the said Agreement and in consideration of the rent hereinafter reserved
 and of the covenants and conditions on the part of the Lessee hereinafter contained to
 be paid, observed and performed the Corporation doth hereby demise unto the Lessee,
 All that piece or parcel of the said land, together with the buildings standing thereon,
 situate in Township, in Village in the city
 of New Bombay, District containing by admeasurement
 Sq. Meters or thereabout and more particularly described
 in the Schedule hereunder written and delineated on the Plan thereof hereto annexed as
 Annexure "A1" and thereon shown surrounded by red coloured boundary line TO
 HOLD THE SAME, unto and to the use of the Lessee from the date of these presents
 for a term of sixty years yielding and paying therefor the annual rent of Rs. 100/-
 (Rupee One Hundred) payable on before the 1st day of April of each year without any
 deduction, such year commencing from the date of these presents.
2. The Lessee do hereby covenant with the Corporation as follows :-
 a) To pay to the Corporation during said term, the said rent on the dates and in the
 manner hereinbefore provided for payment thereof, clear of all deductions.

- b) To pay discharge punctually, from time to time at all times during the continuance of the said term, to the Corporation, all rents, rates, taxes, duties, cesses, and all other outgoing assessments and expenses of every description chargeable to the said land and building (hereinafter referred to as "the Demised Premises") which now are, or may at any time hereafter be payable, to the Corporation, the Municipal Authority, the Government of Maharashtra or any other local body or authority in respect of the said land.
- c) Not to use or permit the use of the demised premises, for any purpose whatsoever other than residential as specified in the various Agreements of Sale executed with the purchasers of the said flats.
- d) Not to damage or destroy or demolish the buildings constructed thereon or permit or suffer any damage to or destruction or demolition of the said buildings and not to erect any structure, permanent or temporary on the the said land.
- e) Throughout the said term, to repair and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Corporation the demised premises and the passage, drains gutters, sewers, compound walls and fences thereunto belonging and all fixtures additions thereto.
- f) Not to use permit to be used the passages, stairways, parking ares, and other common areas and facilities for storage, display or hawking goods or for any purpose for which they are not intended to be used.
- g) To permit the authorised Officers, surveyors and workmen of the Corporation from time to time and at all reasonable times of the day, during the term hereby granted, after 12 hours, previous notice in writing, to enter into or upon the demised premises and to inspect the state of repairs and maintance and state of cleanness thereof, and if upon such inspection it shall appear that any repair or any works are necessary, they or any of them: may by notice to the Lessee call upon them the Lessee to execute the repairs or such works and upon their failure to do so within the time mentioined in such notice, the Coroporation may execute them at the expense in all respects of the Lessee.
- h) To insure and keep insured, the said demised premises against loss or damage by fire, as specified in the agreements with the purchasers of the flats.
- i) Not to do or permit or suffer to be done in or upon the demised premises or any part there of anything which may be or become a nuisance, annoyance or disturbance or cause injury or damage to the owners and occupants of any flats, the said buildings or of any neighbouring Buildings.
- j) Not to affix or display or permit to be affixed or displayed any signboard, hoarding, sky-sign, neon-sign, or other advertisement or notice, painted, illuminated or otherwise, on the said land or any exterior part of the demised premises or any part thereof respectively without the previous consent in writing of the Corporation.

k) To make to the Corporation a yearly payment at the rate as may be determined from the time to time as contribution to the cost of establishing and maintaining civic amenities such as roads, sewerage, drainage, street lighting, conservancy and community facilities regardless of the extent of benefit derived by the Lessee, from such amenities provided that no payment shall be made to the Corporation one year after such civic amenities have been transferred to a Local Authority constituted under any law for the time being in force, when the Lessee shall be liable to make similar payments to such Authority. The payment shall be made on the first day of April in each year or within 30 days therefrom.

l) At the end of the term hereby granted or upon the sooner determination thereof to yield up and quietly deliver to the Corporation the demised premises and all

fittings and fixtures therein in good and tenantable repair without demanding or being entitled to receive any compensation for the loss thereof or any part thereof.

It is Hereby Agreed and Declared that if the Lessee shall commit a breach of any covenant or conditions herein contained and on the Lessee part to be observed and performed, or if the Lessee shall renounce its character as such by setting up a title in a third person claiming a title in itself, the Corporation, shall be entitled to determine this Lease by giving one month's notice in writing to the Lessee and on the expiry of such notice to re-enter upon the demised premises or any part thereof in the name of the whole if in the meantime the Lessee has not removed the breach, and thereupon the Lessee's demise shall absolutely determine but without prejudice to the right of any other act of the Corporation in respect of such breach or covenant or condition.

AND IT IS HEREBY FURTHER AGREED AND DECLARED By and between the parties hereto as follows :-

- i) Whenever any rent reserved by these presents or any part thereof shall be in arrears, it may be recoverable by the Corporation as arrears of land revenue under the provisions of the Maharashtra Land Revenue Code, 1965 (Mah. Act 41 of 1966).
- ii) The Lessee shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly the demised premises or its interest therein or part wholly or partly with the possession of the demised premises or permit any person to use wholly or partly the demised premises. The Lessee shall not further permit its shareholder or member to sell, assign, mortgage, underlet or otherwise transfer wholly or partly his/hers flat or his/her interest therein or part wholly or partly with the possession of his/her flat or part thereof or permit any person to use wholly or partly his/her flat or any part thereof allotted to him/her by the Corporation provided that nothing contained herein shall apply if the Lessee shall perform to the satisfaction of the Corporation the following conditions. :-
 - (a) BEFORE PERMITTING ITS SHAREHOLDER OR A MEMBER TO TRANSFER HIS OR HER FLAT, the lessee shall pay to the Corporation such additional price as may be determined by the Corporation from time to time.
 - (b) In the instrument by which its shareholder or member shall transfer his/her flat, the Lessee and its shareholder or member shall impose

upon the person to whom the flat is so transferred to perform and observe to the Corporation all the conditions and covenants of the lease granted to the Lessee including this covenant.

EXPLANATION :

1. "Nothing contained herein shall apply to mortgage of the demised land or any part thereof, to the Central Government, the State Government, Nationalised Bank, the Life Insurance Corporation of India, the Maharashtra State Finance Corporation, the Housing Development Finance Corporation Ltd., or an employer of the the member or the Share holder or any other financial institution as may be approved by the Board of Director of the Corporation from time to time." for the purpose of securing a loan borrowed for buying the said flat.
5. The Corporation hereby covenants with the Lessee that Lessee performing and observing the covenants and conditions on their part hereinbefore contained, shall peacefully hold and enjoy the demised premises for the term hereby granted without any interruption by the Corporation or any person claiming through, under or in trust for the Corporation.
6. If, on determination of this Lease, any person is found to be unauthorisedly occupying or wrongfully in possession of the demised premises or any part thereof, it shall be lawful for the Corporation to secure summary eviction of such person in accordance with the paragraph 1, 2 and 3 of the schedule to the Maharashtra Regional and Town Planning Act 1966. (Mah. No. XXXVII of 1966).
7. All demands for payment and notices to be served on the Lessee as contemplated by these presents or otherwise howsoever shall be deemed to have been duly served on the Lessee if sent to the Lessee by registered post addressed to them at the said building and any such demand or notice sent as aforesaid, shall be deemed to have been duly delivered in the usual course of post.
8. The Lessee shall pay all costs charges and expenses of and incidental to the preparation, execution and registration of this Lease in duplicate, including the stamp duty and registration charges payable therefor and all costs of the Corporation's Solicitors in connection therewith.
9. The Corporation shall be entitled to keep the original of this Lease and the Lessee the Duplicate thereof.

THE SCHEDULE ABOVE REFERRED TO:

All that piece or parcel of land admeasuringSq. M. or thereabouts, situate in Township in the Village in New Bombay, Registration Sub-District District with the building known as Buildings No of the standing thereon, bearing Gat No bounded as follows, that is to say:-

On or towards the North by

On or towards the South by

On or towards the East by

On or towards the West by

IN WITNESS WHEREOF the Corporation and the Lessee have hereunto set and subscribed their hands and seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED CORPORATION BY THE HAND OF

Shri _____

(Designation)

IN THE PRESENCE OF

(1) Shri _____

(2) Shri _____

SIGNED, SEALED AND DELIVERED BY THE WITHINNAMED

Shri _____

IN THE PRESENCE OF

(1) Shri _____

(2) Shri _____