

MAHARASHTRA HOUSING AND AREA
DEVELOPMENT AUTHORITY

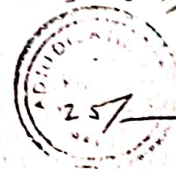
(WORLD BANK PROJECT)

Agreement of Lease
for
Site and Services

45018/17-6-89
Receipt No. 45190/26-6-89
No. 956/89/2781 15
GENERAL STAMP OFFICE
Bombay, 27-6-1989

RECEIVED from Panchpakhadi-Chaitrabari
Co-op. Hsg. Soc. Ltd. Stamp duty Rupees 1910/- one
thousand nine hundred ten only

CERTIFIED under Section 32 of the Bombay
Stamp Act, 1913, that the full Stamp duty Rupees 1910/-
one thousand nine hundred
ten only with which this Instrument
is chargeable under Act 36
& 5 (h)



Collector
COLLECTOR

This Certificate is subject
to the provisions of Sec.
53A of the Bombay Stamp
(Amendment) Act, 1985

THIS INDENTURE OF LEASE made at Bombay this day of 5th
July 1989 (One thousand nine hundred and eighty nine)
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:

AND

The Panchpakhadi' Chaitrabari' 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. TNA(TNA)/HSG(T.O)/2731/1988-89 dated the 28-4-89
having its registered office at cluster plot No. 6
RSC-23 S. No. 163 & 167 Panchpakhadi, Thane.

the Lessee (hereinafter referred to as "the Society" which
expression shall unless the context requires otherwise include its
successors and permitted assigns) of the Other Part:

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WHEREAS the Authority is possessed of or otherwise well and sufficiently entitled to a piece or parcel of land Cluster Plot bearing No. 6 RSC - 23 admeasuring 1205.28 sq. meters or thereabouts situated at S.No. 163/167 being part of the Authority's estate at Panchpakhadi, Thane -Bombay 400 in the registration ~~Sub-District of Bandra~~ ^{Thane} ~~Bombay Subur-~~ ~~ban~~ 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");

AND WHEREAS the said land has been divided into 22+6=28 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 Panchpakhadi chaitanya 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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AND WHEREAS the Authority has agreed and decided to give 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 5th day of July 1989 on payment of a premium of Rs. 1,18,200/- (Rupees One lakh eighteen thousand two hundred only) and a lease rent of Rs. 336/- (Rupees Three hundred thirty six only) per annum to be paid by each member of 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 the society and all members thereof have agreed under their resolution No. 9 dated the 28th May 1989 to take the said land together with developed plots thereon on lease for the said period of ninety years for the said purpose on payment of the premium and the yearly lease rent as specified hereinabove on the terms and conditions hereinafter 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;

AND WHEREAS before the execution of these presents the society through its member allottees has paid a total sum of Rs. 10,704/- (Rupees Ten thousand seven hundred four only) towards premium being the first instalment of the premium and Rs. 6516/- (Rupees Six thousand five hundred sixteen only) towards the cost of toilets and baths (upto 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 Rs. 336/- (Rupees Three hundred thirty six only) towards the lease rent (the receipt of which the Authority doth hereby admit and acknowledge);

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS :

1. In consideration for the aforesaid sum of Rs. 10,704/- (Rupees Ten thousand seven hundred four only) being a part of the premium of the total amount of premium of Rs. 1,18,200/- (Rupees One lakh eighteen thousand two hundred 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. 336/- (Rupees Three hundred thirty six 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. 6 RSC-23 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 these presents/the 5th July 1989 (hereinafter referred to as "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. 336/- (Rupees Three hundred thirty six only) per annum as lease rent and a sum at the revised rate of lease rent there-

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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. 68,100/- (Rupees Sixty eight thousand one hundred) to be recovered by the Authority on the above said developments on the said land the member-allottees have paid an amount of Rs. 6516/- (Rupees Six thousand five hundred sixteen only) as specified in Schedule II hereinunder written (the receipt of which the Authority doth hereby admit and acknowledge);

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(ii) It is hereby further agreed between the parties that the amounts towards premium and cost of development of each of the developed plots on the said land as aforesaid that is Rs. 107496/- (Rupees One lakh seven thousand four hundred ^{ninety six} only) and Rs. 61584/- (Rupees Sixty one thousand five hundred eighty ^{four} 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% (twelve 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 equalisation made or to be made by the allottee-member thereof 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 hereinafter written;

(iv) The allottee members of the society have agreed to pay as specified in Schedule II hereinafter 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;

(v) The society hereby undertakes and agrees to collect from the allottee members the monthly equated instalments as specified in Schedule II hereinafter written and other dues if any every month and to pay the same before the 26th 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 10th day of 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 the 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



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agreed that if any allottee fails to pay the monthly dues before the 10th 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 hereinafter 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 on 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.

3. 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 hereunder 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;
- (c) to use and ensure that the members of the society use 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 aforesaid 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;

(d) to abide by all rules and regulations of the Government Municipal Corporation of Greater ^{Thane} ~~Bombay~~ or 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 ^{Thane} ~~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 - Nil - only);

(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

with all the directions given by the Municipal Corporation of Greater Bombay or the said representative and observe and comply with the Municipal rules and regulations and the regulations made by the Authority if any in that behalf;

(i) to permit the Authority and its authorised agents at all reasonable times of enter on the said land and houses erected thereon for the purposes of collection of rent or any other dues or for any other lawful purpose; \

(j) not to assign sublet underlet or otherwise transfer in any other manner including parting with the possession of the whole or any part of the said land or its interest thereunder or benefit of this lease or allow or permit any of its members to assign sublet underlet or otherwise transfer in any other manner or to partition the developed plot allotted to them or the houses constructed thereon to any person or persons or change the user of the said land or any part thereof or of the houses thereon without the previous written permission of the Authority. In case the Authority decides to grant such permission the Authority shall be entitled to grant the same on such terms and conditions including the conditions to charge and recover such transfer charges as may be determined by the Authority;

Provided that the Authority shall not ordinarily withhold its permission to the society mortgaging its leasehold rights in the said land for obtaining loan for providing or maintaining common facilities or amenities or services or to the members thereof mortgaging their rights of occupancy of the developed plots allotted respectively to them and the houses constructed thereon for constructing and/or maintaining houses. Any such mortgage shall be subject to the charge created on the said land or developed plots and houses thereon under these presents

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or otherwise in favour of the Authority. The society and the allottee members thereof mortgaging its or their leasehold or occupancy rights as the case may be shall give prior notice of the said charge to the mortgagee before application for permission for mortgaging of the said rights is made to the Authority;

(k) 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 society its members servants or others in its employment or of the visitors or any other persons coming to or on the said land or to the houses and to indemnify the Authority on all such account;

(l) not to make or allow its members to make any excavation upon any part of the said land without the previous consent of the Authority in writing first had and obtained except for the purpose of repairing renovating or rebuilding the existing structures or for building any new structure on the said land or for utilising the floor space index (F.S.I.) if any;

(m) not to do or suffer anythings to be done or allow its members to do or suffer anything to be done on the said land which may cause damage nuisance annoyance or inconvenience to the occupiers of the adjacent premise or to the Authority or to the neighbourhood.

4. The Authority hereby covenants with the society that on the society and its members paying the rents hereby reserved and observing and complying with the duties and obligations of the society and of the members thereof herein contained and society and its members shall peacefully hold and enjoy the said land during the said term without any unlawful interruption

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by the Authority or any persons claiming through or under the Authority.

5. It is hereby agreed and declared that any moneys sums dues and other charges payable by the society or its members under these presents shall be deemed to be arrears of rent payable in respect of the said land and shall be recoverable from the society and/or its members in the same manner as arrears of land revenue as provided in sections 67 and 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights powers and remedies of the Authority in this behalf.

6. It is hereby also agreed that if the lease rent hereby reserved or any part thereof or other dues if any to be paid by the society or by any member thereof shall be in arrears for sixty days after becoming payable whether formally demanded or not or if the society or the member fails to observe any of the terms conditions or covenants stipulated therein 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 forthwith the lease of the land or any part thereof or occupancy right of the defaulter allottee member as the case may be in respect of which the breach has occurred and thereupon re-enter upon and take possession of the said land or the said part thereof and all 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 or as if the occupancy right has not been allotted and without making to the society or to the member committing the breach any compensation or allowances 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

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contained by the society or its members and it shall be lawful for the Authority to remove the society or the member committing the breach and all other persons in or upon the said land or any part thereof and its effects therefrom without being in any way liable to any suit action indictment or other proceedings for trespass damages or otherwise provided that if the society or the member committing the breach 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.

7. The Authority and the society further agree that the lease rent shall be liable to be revised at the end of the twenty thirty and sixty years of the lease period in accordance with the rules then in force.

8. Any notice intimation or demand required to be given or made by the Authority on the society or the members thereof under this indenture of lease shall be deemed to be duly and properly given or made if given by an Officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the society and or the member and delivered or affixed at the said land or developed plot concerned or at the address of the office of the society as stated hereinabove and any notice to be given to the Authority will be sufficiently served if addressed to the Vice-President of the Authority and delivered at his office.

9. The society shall bear and pay all costs charges and expenses and professional charges of and incidental to the correspondance preparation execution and completion of this lease deed in duplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occasioned to

Pr. H. Singh

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

10. The society hereby declares that the terms and conditions contained in this indenture of lease are acceptable to all the members of the society and that the society has unanimously passed Resolution No. 9 approving of the same in a meeting held on the 28th day of May 1987 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 signatruue of Shri M. B. Kamble ~~S. G. Chouhan~~

Sy. Director, World Bank Project of the Maharashtra Housing and Area Development Authority for and on 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 K.P. Malvankar Chairman, Shri D.A. Shinde Secretary, and Shri S. U. Kamat member of the managing Committee of the Panchpakhadi 'Chaitrabab' 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. 6 RSC - 2.3 admeasuring 1205.25 Sq. metres or thereabouts being S.No. 163/167 part situated at Panchpakhadi Thane in the registration sub-district of Bandra-Bombay

Suburban-Distiret and bounded as follows :

- On or towards the North by Adj. S. No. 163 Part
- On or towards the South by Adj. 12.00m wide Road RSC-23
- On or towards the East by Adj. cluster plot No. 5
- On or towards the West by Adj. cluster plot No. 7

SCHEDULE II

Separately
spartely-attached

Signed Sealed and Delivered by)
Shri K. P. Malvankar ✓)
Chairman)
Shri D. H. Shinde ✓)
Secretary and)
Shri S. U. Kamat)
member of the managing)
Committee of the)

Panch. Pakhal: 'Chaitaban')
Co-operative Housing Society Ltd.)

who are duly authorised to)
execute this deed according to)
the resolution passed by)
the general body vide its)
resolution)

No, 5 dated 28.5.89)

in the presence of)
Shri C. G. Bhise)
M-c-Member)
who have signed in token)
thereof)

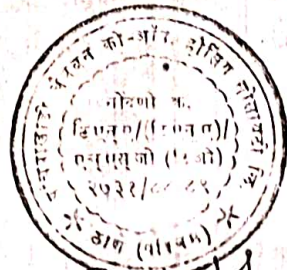
The Common seal of the)
society in affixed hereunto in)
the presence of Shri K. P.)
Malvankar Chairman)
who has signed in the token)
thereof in the presence of)

Shri R. G. Sahani)
M-c-Member)

x P. C. Patil)
M. L. Indan 16.6.89)
... 16.6.89)
... 16.6.89)



C. G. Bhise



P. C. Patil

