

MAHARASHTRA HOUSING AND AREA
DEVELOPMENT AUTHORITY

(WORLD BANK PROJECT)

Agreement of Lease

for

Site and Services

242 RSC-5

THIS INDENTURE OF LEASE made at Bombay this day of 24th
January 1991 (One thousand nine hundred and ~~eighty~~ ninety one)
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 Charkop (I) Bhavani 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. BOM(WA)/HSG(TD)/5010/19~~90~~ 1991 dated the 14.8.90
having its registered office at Cluster Plot NO, 242 RSC, 5
Situated at Charkop, Kandivali, (west) Bombay - 400067.
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:



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

Shukla

24th January 1991 on payment of a premium of

Rs. 86,750/- (Rupees Eighty Six thousand Seven hundred Fifty

Singh

only) and a lease rent of Rs. 420/- (Rupees four hundred

Shukla

twenty 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

Singh

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;

AND WHEREAS the society and all members thereof have agreed under their resolution No. 10 dated the

Shukla

28.12.90 198 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;

Singh

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;

Shukla

AND WHEREAS before the execution of these presents the society through its member allottees has paid a total sum of

Singh

Rs. 15,200/- (Rupees fifteen thousand two hundred only only) towards premium being the first instalment of the premium and Rs. 20,150/- (Rupees Twenty thousand one


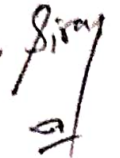
Shukla

hundred fifty only) towards the cost of toilets and baths (upto plinth level) connected with the common sewer


Singh

Shukla



 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. 420/- (Rupees four hundred twenty 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. 15,200/- (Rupees fifteen thousand two hundred only) being a part of the premium of the total amount of premium of Rs. 86,750/- (Rupees Eighty Six thousand Seven hundred Fifty 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 hundred twenty 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. 242 RSE. 5 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 24th January 1931 (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. 420/- (Rupees four hundred twenty only) per annum as lease rent and a sum at the revised rate of lease rent there-





Shukla
Singh

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.

Shukla
Singh

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. 1,60,504 (Rupees One lac Sixty thousand five hundred four only.) to be recovered by the Authority on the above said developments on the said land the member-allottees have paid an amount of Rs. 20,150/- (Rupees Twenty thousand one hundred fifty. only) as specified in Schedule II hereinunder written (the receipt of which the Authority doth hereby admit and acknowledge);

Shukla
Singh

(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. 71,550/- (Rupees Seventy one thousand five hundred fifty. only) and Rs. 1,40,354/- (Rupees One lac forty thousand three hundred fifty 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

Shukla
Singh

Shukla
Singh



SCHEDULE III

Shetty

(Resolution No. 10 dated the 28.12.90

passed by the Society in its meeting held on the 16.9.90.)

Sing

Signed Sealed and Delivered by

Shri A. D'Souza, Deputy

Director, World Bank Project,

Maharashtra Housing and Area

Development Authority Bombay

Shetty

in the presence of Shri R.D.

Sing

Majumdar, Joint Legal

Adviser WBP/MHADA

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

(A. D'Souza)

Director, World Bank Project, Maharashtra Housing and Area Development Authority, Bombay.

Shetty

The Common Seal of the Maharashtra Housing And Area Development Authority is affixed

Sing

hereunto in the presence of

Shri R. D. Majumdar, Joint

Legal Adviser, WBP
Deputy Legal Adviser II of

Shetty

the Maharashtra Housing and

Area Development Authority

who has signed in token

thereof in the presence of

Shri D. B. Dubey, Joint

WBP/MHADA



(R.D. Majumdar)

Joint Deputy Legal Adviser WBP Maharashtra Housing and Area Development Authority, Bombay.



Shetty

Sing

Signed Sealed and Delivered by)

M.P. Duly
Signature

Shri M.A. Snee
Chairman
Shri S. N. Karmad
Secretary and
Shri S. G. Hemani
member of the managing
Committee of the

M.P. Duly
Signature

Charkop CE Bhavani

Signature

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

M.P. Duly
Signature

No. 5 dated 16-9-90

in the presence of

Signature

Shri J.V. Malika M.P. member

Signature

who have signed in token
thereof

M.P. Duly
Signature

The Common seal of the
society in affixed hereunto in
the presence of Shri M.A.
Snee Chairman



Signature

who has signed in the token
thereof in the presence of

M.P. Duly
Signature

Shri S. N. Chani M.P. member

M.P. Duly
Signature

Signature

M.P. Duly
Signature

Signature

Signature

SCHEDULE T
MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY

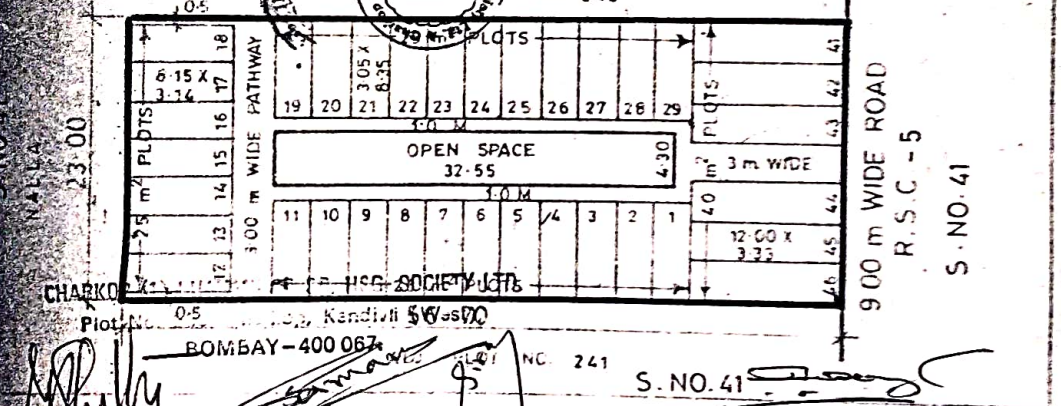
AREA CERTIFICATE
 PLOT NO. 242 ROAD NO. R. S. C. - 5
 SECTOR NO. 2 PART 1
 SCHEME. **CHARKOP KANDIVALI**
 S. NO. 41 OF CHARKOP VILLAGE

GROSS AREA OF PLOT : 1304.10 m²
 DEDUCTION IF ANY : NIL m²
 NET AREA OF PLOT : 1304.10 m²

THIS CERTIFICATE IS ISSUED ONLY FOR THE PURPOSE OF AREA OF PLOT REQUIRED FOR OBTAINING BUILDING PERMISSION FROM THE B.M.C. AND IS NOT A SUBSTITUTE FOR EXTRACTS FROM RECORD OF RIGHT OR PROPERTY REGISTER FROM CITY SURVEY RECORDS TO BE ISSUED BY CONCERN REVENUE AUTHORITIES.

GROUP	PLOT AREA IN m ²	NO OF PLOTS	PERMISSIBLE B.U.A PER PLOT (IN m ²) F.S. 0.85
B	25.46	22	21.64 -- 476.10
B	25.59	07	21.75 -- 152.25
D	40.00	06	34.00 -- 204.00

AREA UNDER PATHWAY 184.88 m²
 AREA UNDER OPEN SPACE 32.55 m²
 AREA UNDER RESIDENTIAL 379 m²
 AREA UNDER CLUSTERS 1304.10 m²
 NO. 41
 ADJ. P. NO. 243



CHARKOP KANDIVALI CO-OP. HOUSING SOCIETY LTD.
 Plot No. 0.5, Kandivali 505070
 BOMBAY-400 067
 PLOT NO. 242
 S. NO. 41
 Dy. Director (I)
 World Bank Project
 Maharashtra Hsg. & Area Development Authority, Bombay.

THIS CERTIFICATE HAS BEEN ISSUED AS PER THE SUGGESTION GIVEN BY REVENUE & FOREST DEPT. OF MAHARASHTRA TO BOMBAY MUNICIPAL CORPORATION WITH THEIR LETTER NO. 100/11/54453/3066 DATED 30th SEPT 1987.

PLOT NO. 242 (TWO HUNDRED FORTY-TWO)
 AREA IN FIGURES 1304.10 m²
 AREA IN WORDS ONE THOUSAND THREE HUNDRED FOUR POINT TEN SQ. MTS.
 AREA BUILT UP PERMISSIBLE 802.36 SQ. MTS 28-9-87
 NO. AC/25 (R/D)/CHAR/184/87 DATE
 BY Amal Veling VERIFIED ON SITE. CERTIFIED BY Amal Veling
 SD/-17.7.89 NET KE. LAND MANAGER
 A.D. MALVANKAR EX. ENG. DIVN. NO. II/W.B.P. WORLD BANK PROJECT

