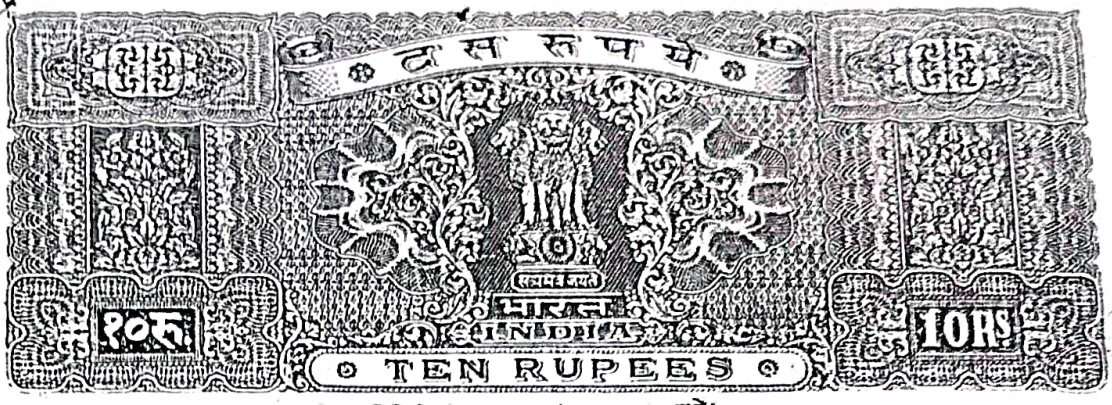


10RS.



विक्रिचे ठिकाण :- साईनाथ नगर, ठाणे।

अनुक्रमांक :- 6304 कि.मत्त. 10/-

नाम :- Asstt. Estate Officer
(EUDP) CIDCO LTD.

इस्रे :- Airoli, New Bombay.

दिनांक :- 1 JUN 1992

स्वा. दावरकर

सेल नंबर

**AGREEMENT TO SELL
BETWEEN**

CIDCO LTD: CORPN.

AND

SHRI/SMT. Bhosale Hanumanth Senjercio

APT. OWNER.

एवांकीन अशरीय भासिंद

ह.म.

Asstt. Estate Officer (EUDP)
CIDCO LTD,
Airoli/Koparkhairna.

AGREEMENT TO SELL

This Agreement made at Koparkhairane, New Bombay this 18 June 1992 day of

One Thousand Nine Hundred Ninety Two between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at 'Nirmal 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 successor or successors and assign or assigns) of the One Part AND

Shri/Sm. Bhosale Hanamant sajerao Indian Inhabitant residing at

A.P.M. e. Market hereinafter referred to as "the Licensee" (which expression shall, unless it be repugnant to the context or meaning thereof, include his/her/their, heirs, executors and administrators 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-sections (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")

2. The State Government is, pursuant to section 113-A of MRTP Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

3. The Corporation has, with intension to promote the housing to the poor and particularly to provide houses to the poorer sections of the community, drawn up in collaboration with the International Bank of Reconstruction and Development known as the World Bank a scheme called "the Development of Sites and Services for Economically Weaker Sections and Low Income Groups at Koper Khairane in New Bombay" which scheme is contained with particularly in a booklet published by the Corporation and sold at a price.

4. The Corporation has, in pursuance to the said scheme, developed sites of land by providing basic services thereto as considered necessary.

5. The Licensee has having bought a copy of the said booklet and having so read and examined the terms and conditions of the said scheme, applied on (date) to the Corporation in the form prescribed in the said booklet for SS-Type-I/Type-II/Type-IIA/Type-III site, as shown in the booklet.

6. The Corporation has, upon consideration of the Licensee's application agreed to erect or construct partially the house on such site and to permit him to complete the house at his/her cost and labour.

7. The Licensee has agreed to pay to the Corporation a sum of Rs. 28,000/-

RS. TWENTY EIGHT THOUSAND ONLY, bein the premium payable by him/her to the Corporation in consideration of such site of land together with the structure thereon promised to be leased to him/her.

S. J. The
Asstt. Estate Officer (EUDP)
CIDCO LTD.
Airoli/Koparkhairane

24/6/92
21

8. The parties hereto are desirous of recording the terms and conditions of the Agreement so reached between them, which they do hereinafter.

THIS AGREEMENT WITNESS AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. The Corporation has erected or constructed
a part of the house on a site or a piece of land described in the Schedule hereunder written and containing by admeasurement **28.00** sq. mtrs. or thereabout and shall so erect or construct such part of the said house in the manner and to the extent, more particularly delineated on the plan annexed hereto.

2. The Corporation shall, upon such erection or construction of the part of the said house, inform the Licensee accordingly by a notice, granting him/her a license and permission to enter upon the said site to complete the said house and the Licensee shall within seven days from the receipt of such notice commence the work of completing the said house.

3. The Licensee shall complete erection or construction of the said house in accordance with the provisions of the General Development Control Regulations for New Bombay for the time being in force and the architectural plan indicated in the said booklet with the prior approval of the Executive Engineer (Bldg. permission) and shall so complete the house within a period of **6 (Six)** months reckoned from the date of the receipt of the said notice by the Licensee from the Corporation.

4. The Licensee shall, upon such completion of the said house on the said site of land, apply to the Corporation for the Occupation Certificate, and shall, upon the grant on such certificate, occupy and use the said house for his/her/their personal residence of his/her/their family and for no other purpose.

5. The Licensee shall pay to the Corporation the premium of Rs. **28,000/-**
RS. TWENTY EIGHT THOUSAND ONLY,
(Rupees

..... only) in consideration of the lease of the said site together with the said house thereon (hereinafter called "the said site and house" for the sake of brevity) agreed to be granted to the Licensee. ⑤

6. The Licensee shall pay to the Corporation a sum of Rs. **28,000/-**
RS. TWENTY EIGHT THOUSAND ONLY,
(Rupees

..... only) towards premium in full, which the Licensee has paid the said sum of Rs. **28,000/-** (Rupees **RS. TWENTY EIGHT THOUSAND ONLY,**

..... only) on or before the execution of this Agreement and the Corporation, hereby, admits and acknowledge receipt of the said amount.

7. Without prejudice to the other rights of the Corporation under this Agreement and/or in law, the Licensee shall be liable to pay to the Corporation interest at the rate of 18% per annum on any

Gov. Tre.
Asstt. Estate Officer (EUDP)
CIDCO LTD.
Aircel/Korol...

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amount or amounts due and payable by the Licensee under this agreement if such amount or amounts remain unpaid for more than seven days after becoming due and payable to the Corporation.

8. The Corporation shall not incur any liability to the Licensee if it is unable to erect or construct a part of the said house on the said site as stated in condition No. 1 hereof, if such erection or completion is delayed for any reason beyond the control of the Corporation including without limiting the generality of the foregoing the reason, of the non-availability of steel and/or cement or other building materials or by reason of war, riot, civil commotion strike, go-slow, lockout or an act of a God or as a result of any notice, order, rule of notification of the Government, a Public Authority or a Court of Law.

9. The Licensee shall pay the electricity charges for the electricity consumed in respect of the said site and houses as recorded in the meter to be obtained by the Licensee from the Maharashtra State Electricity Board and he shall also pay the water charges as may be recorded by the water meter or as may be billed by a person or authority supplying water.

10. The Licensee shall deposit and keep deposited with the Corporation on or before the execution of this Agreement sum of Rs. 54/- (Rupees Fifty four only.)

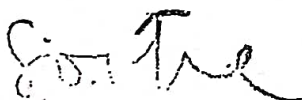
..... only)
as deposit towards (a) service charges payable by the Licensee under condition No. 18 hereof for a period of three months (b) Property taxes and other taxes payable either by the Corporation of the Licensee in respect of the said site and house under any law for the time being in force and (c) maintenance and repair charges for a period of three months. The said deposit shall not carry any interest and will remain with the Corporation during the currency of this Agreement free of interest.

11. The Licensee shall maintain the said site and house at his/her own cost in good and tenable repair and condition.

12. If the Licensee shall commit default in payment of any two monthly instalments of the premium and/or the said loan or the Licensee shall commit a breach of any of the terms and conditions of this Agreement the Corporation will be entitled to determine this Agreement by giving 30 days' notice in writing to the Licensee, and on the expiry of such notice, to re-enter upon the said site and house or any part thereof in the name of the whole and/or occupy the said site and house free from any right, claim or interest of the Licensee, if in the meantime the Licensee shall not have paid arrears of the instalment or rectified the breach or breaches but without prejudice to Corporation right of any other action under the provisions of any other law in respect of such arrears or breach or breaches.

13. On the expiry of the notice referred to in foregoing clause No. 12 this Agreement shall stand determined and upon such determination of this Agreement, all the instalments of the premium and or of the said loan paid till then by the Licensee to the Corporation, shall be retained by the Corporation and appropriated as compensation claimable by the Corporation for use and occupation of the said site and house by the Licensee till the date of such determination and the Licensee shall not be entitled to claim refund of any portion of such payment.

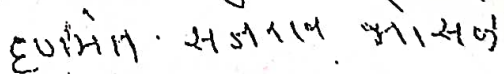
14. During the currency of this Agreement and until the grant of the Lease under condition No. 28 hereof, the Licensee shall not sell, transfer, assign or part with his/her interest or benefit of this Agreement in any manner in favour of any person or persons whatsoever. The Licensee shall not permit any person other than a member of his/her family to use and occupy the said site and house either by virtue of a Power of Attorney or other wise.



Asstt. Estate Officer (EUPP)

CHENNAI

Air Mail/Registered



15. During the currency of this Agreement, the licensee shall have a mere licence and authority to enter upon the said site for the purpose of completing the said house and thereafter to reside in the said house subject to the terms and conditions hereof. Nothing contained in these presents shall be construed as a demise in law of the said site & house hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby provided shall be executed and registered by the Licensee shall only have a licensee to enter upon the said site for the purpose of performing this Agreement.

16. The Licensee shall pay all rates, taxes, land revenue, cesses, charges claims and outgoings chargeable against or payable by an owner or occupier in respect of the said site and house hereby agreed to be demised unto the Licensee by the Corporation.

17. The Licensee shall make, from the month in which possession of the said site is handed over by the Corporation to the Licensee, to the Corporation, monthly payment at a rate as may be determined and notified from time to time by the Corporation as his/her contribution to the cost of establishing and maintaining civic amenities, such as road, water drainage conservancy for the said site regardless to the extent of benefit derived by him from such amenities. Provided that no payment shall be made one year after such civic amenities have been transferred to a Local Authority constituted under any Law for the time being in force. The payment hereunder shall be paid on the 5th day of each month.

18. The Licensee shall indemnify and keep indemnified the Corporation against any and all claims for damage which may be caused to any adjoining site or house or property in consequence of the execution of the aforesaid work of completing the said house and also against all payments whatsoever which during the progress of such work or thereafter may become payable to or be demanded by any Local Authority or Authority in respect of the said work or of anything done under the authority herein contained.

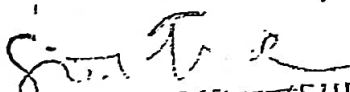
19. The Licensee shall observe and conform to the CIDCO General Development Control Regulations for New Bombay 1975 or any other law for the time being in force particularly its provisions relating to public health and sanitation and shall keep the said site and its surroundings clean and in good condition to the entire satisfaction of the Corporation.

20. The Licensee shall not make any excavation upon any part of the said site or remove any stone, earth or other materials there from except so far as may be necessary for the purpose of completing the said house in accordance with the plans to be sanctioned by the Town Planning Office of the Corporation under condition No. 3 hereof.

21. The Licensee shall not affix or display or permit to be affixed or displayed on the said site and house any sign boards, sky signs, neon signs or advertisements painted or illuminated or otherwise unless the consent in writing of the Corporation shall have previously been obtained thereto.

22. The Licensee shall not at any time do, cause or permit any nuisance in or upon the said site and in particular shall not use or permit to be used the said site for any purpose or in any manner inconsistent with the Agreement.

23. Where any sum payable to the Corporation by the Licensee under this Agreement is not paid the Corporation shall be entitled to recover such sum as arrears of land revenue, pursuant to paragraph 6 of the Schedule of the MRTP Act. Whether any sum is so payable by the Licensee, shall be determined by the Corporation and every determination by the Corporation in this behalf shall not be disputed by the Licensee and shall be final and binding upon him.


Asstt. Estate Officer (EUDP)
CIDCO LTD.
Airoli/Koparkhane

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एवढीच २१/११/१९७९ २१/११/७९

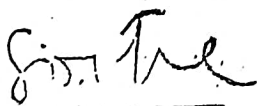
24. The Licensee shall not appoint any person as his/her agent, by a Power of Attorney or otherwise, for the purpose of this Agreement except his/her spouse, father, mother or major child.

25. If the Executive Engineer (Bldg. permission) does not certify the completion of the said house in accordance with the provisions of the General Development Control Regulations for New Bombay for the time being in force and architectural plan under Condition No. 3 hereof, the Corporation may by a notice in writing to the Licensee, revoke the license and permission hereby granted and may re-enter upon the said site and thereupon the licenses shall come to an end.

26. During the currency of this Agreement, the Corporation shall have the following rights and powers.

- (a) The right of Officers and servants of the Corporation acting under its direction at all reasonable times to enter upon the said site to view the state and progress of the work for completing the said house and for all other reasonable purpose.
- (b) I) In case the Licensee shall fail to complete the said house within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being of the essence of the contract) or the Licensee shall not proceed with the work of so completing the said house with one diligence or shall fail to observe any of the stipulations on his part herein contained, the Corporation shall have the power and authority (i) to re-enter, through its officers and servants upon and resume the said site and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plants and things upon the said site shall not withstanding any enactment for the time being in force to the contrary belong to the Corporation without making any compensation or allowance to the Licensee for and without making any compensation or allowance to the Licensee for and without making any payment to the Licensee for refund or repayment of any premium paid by him/her.
- II) to continue the said site in Licensee's occupation on payment of such fine as may be decided upon by the Corporation and (iii) to direct removal or alteration of the said house erected or used contrary to the conditions of this Agreement within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed, cause the same to be carried out and discover the cost of carrying out the same from the licensee.
- c) It is hereby declared that the foregoing powers and authorities shall be exercisable without prejudice nevertheless to all other legal rights and remedies of the Corporation against the Licensee.

27. Notwithstanding anything contained herein to the contrary in the foregoing condition, the Corporation may at its discretion give notice to the Licensee of its intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the said house for said period mentioned in clause 3 above, if it is satisfied that the said house could not be completed within the prescribed time for reason beyond the control of the Licensee and/or if the Licensee shall agree to pay additional premium at the scale provided by Regulation No. 7 of New Bombay Disposal of Lands Regulations 1975 made by the Corporation under the provisions of the MRTP Act and thereupon the obligations here under of the Licensee to complete the said house and to accept a lease shall be taken to refer to such extended period.



Asstt. Estate Officer (BUDP)
CIDCO LTD.
Airoli/Koparkhane

5 एवढीच मालकी शिर्षक

28. As soon as the Licensee shall observed all the stipulations and conditions hereinbefore contained, the Corporation will grant and the Licensee accept a lease (which shall be executed by the parties in duplicate) of the said site and the house for the term of sixty years from the date of receipt of the said notice under condition No. 2 at the yearly rent of rupees ten only. The Lease shall be prepared in duplicate in accordance with the standard form of lease in the Corporation with such modifications and additions thereto as may be determined by the Corporation and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate as also the lease and its duplicate including the stamp duty leviable there on shall be borne and paid by the Licensee wholly and exclusively.


29. It is hereby agreed and declared by and between the parties hereto that the Corporation has agreed to lease the said site and house to the Licensee and the Licensee has agreed to have such lease upon the terms and conditions contained herein and subject to section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act 1966 (M.R.T.P. Act XXXVII of 1966) and rules and regulations made thereunder including the New Bombay Disposal of Lands Regulations, 1975 for the time being in force.

30. All notices consents and approvals to be given under this Agreement shall be in writing and shall, unless otherwise provided herein be signed by the Managing Directors or any other officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered left or posted or addressed to the Licensee at his/her usual or last known place or residence or business or and the said site and house or if the same shall have been affixed to the said site or the said house.

31. The Corporation may terminate this Agreement and cancel the License and authority granted hereunder on such terms and conditions as may be determined by the Corporation from time to time by general or special order.

32. Notwithstanding anything contained herein to the contrary, the Corporation shall have the absolute and untrammelled right and liberty to submit the said site and house together with other such sites and houses in the vicinity and the common areas and facilities appurtenant thereto to the provisions of the Maharashtra Apartment Ownership Act, 1970 by declaration duly registered thereunder the Licensee shall have no right to object or demure to such submission being made by the Corporation and upon such declaration being so filed by the Corporation under the provisions of the Maharashtra Apartment Ownership Act, 1970. The Licensee shall not be entitled to a lease of the said site and house agreed to be granted and shall instead, be granted by the Corporation a Deed of Apartment limited or restricted to the said site and house. The rights, duties and obligations shall thereupon be subject to and in accordance with the provisions of the Maharashtra Apartment Ownership Act, 1970.

33. Every right, privilege power or authority exercisable under this Agreement by the Corporation shall be so exercised by the Managing Director of the Corporation or by any officer, servant or agent appointed or nominated by him by a general or special order, Likewise, every duty, liability or obligation performable under this Agreement by the Corporation shall be so performed by the Managing Director of the Corporation or by any officer, servant or agent appointed or nominated by him by a general or special order.


Asstt. Estate Officer (DUDP),
CIDCO LTD.
Airoli, Maharashtra.

60147 25/2/74 21/2/74

SCHEDULE

DESCRIPTION OF LAND

That piece and parcel of land known as site and service Unit No. 28/11/805 situated in Sector 8 of Koper Khairane, Township containing by admeasurement 28.00 sq. intrs. or thereabout and 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

and delineated on the plan annexed hereto and shown thereon by a red colour boundary line.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

Signed and delivered for and on behalf of City & Industrial Development Corporation of Maharashtra Limited by Shri S. D. PATIL, A. E. O. (BUDD) in the presence of

1. SHRI. M. G. JADHAV

2. SHRI. M. P. HUDAB

Signed and delivered by the within named Licensee in the presence of

1. SHRI. M. G. JADHAV

2. SHRI. M. P. HUDAB

Asstt. Estate Officer (LUDP)
CIDCO LTD.
Airoli/Koparkhairne

I have read over and explained the contents of this Agreement to

Shri Bhosale Hanumantrao Srijerao
in Marathi

Handwritten notes and signatures at the bottom right.

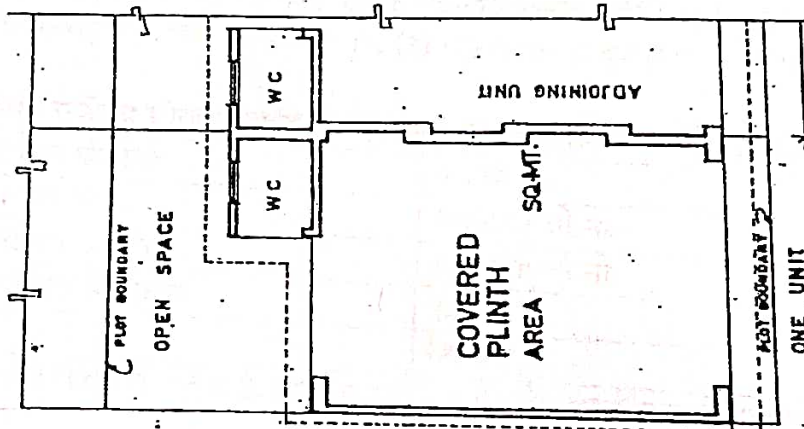
CIDCO KOPARKHAIRANE HOUSING ESTATE

ANNEXTURE A) TO THE AGREEMENT FOR SALE OF APARTMENT

B) TO THE DEED OF APARTMENT

SS III TYPE APARTMENT,
IN SECTOR 8, AT KOPARKHAIRANE,
NEW BOMBAY.

805



PLAN

TOTAL COVERED PLINTH AREA
18.893 SQ. MTS. PER UNIT

I, A.R. SHINKRE, Architect, do hereby certify that this is an accurate copy of plan of S-III type apartment as shown above and approved by local authority namely City & Industrial Development Corporation of Maharashtra Limited within whose jurisdiction the building is located and that the said plans fully and accurately depict the line diagram 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.

Solemnly affirmed at CBD-Belapur.

This 27th day of July, 1990.

A.R. Shinkre

(MR. A.R. SHINKRE)
Architect
CIDCO Ltd., CIDCO Bhavan
CBD Belapur
NEW BOMBAY

BEFORE ME

20/11/1990

[Signature]

ASST. ESTATE OFFICER (SUCP)

CIDCO LTD

Airoli/Koparkhairane

CIDCO LTD,
Airoli/Koparkhairane