



महाराष्ट्र MAHARASHTRA

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BD 439602



जिल्हा कोषागार कार्यालय, ठाणे

17 JUN 2021

पदाक प्रमुख लिपीक / लिपीक

मुद्रांक विहीन नोंदवही अनु. क्र. 8928 दिनांक 30 JUN 2021
 दस्ताचा प्रकार: CIDCO वरील नोंदवही कारणात आहेत का? होय/नाही
 विक्रेत्याचे वर्णन Plot NO. 20 Se 38 Newy
 मुद्रांक विकस घेणा-याचे नाव Aastha Alavio CHS
 दुस-या पर्यायाचे नाव
 हस्ते अस्तित्वात त्याचे नाव व मत्ता shashank सही
 मुद्रांक मुल्य रक्कम 500/-
 मुद्रांक विक्रेत्याची राहणी व पत्तीचे ठिकाण
 मुकान क्र. ४९, प्रभात सेंटर, (संतोष द. वाडगुलकर)
 सेक्टर ०९ अ, सी.बी.डी, बेलापूर - ४०० ६९४ परवाना क्रमांक - १२०१०४०

ज्या कारणासाठी ज्यांनी मुद्रांक खरेदी केला त्यांनी त्याच कारणासाठी
 मुद्रांक खरेदी केल्यापासून ६ महिन्यात वापरणे बंधनकारक आहे.

संतोष स्टॅम्प वेन्डर

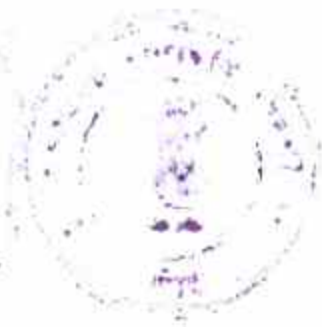
शॉप नं. ४९, तळमजला, प्रभात सेंटर,
 सेक्टर १-(ए), सी.बी.डी बेलापूर-४०० ६९४.
 मुद्रांक परवाना क्र. ८/२००३ (१२०१०४०)

पावती क्र. 475 दिनांक 30 JUN 2021
 अनुक्रमांक 8928 पासून पर्यंत
 श्री./श्रीमती/मेसेस Aastha Alavio CHS
 हस्ते श्री/श्रीमती shashank

ट. न. नोंदवही	७०२५
२०२९	२०००
५	२०००

बागांवा खातीत प्रमाणे स्टॅम्प पेपर मुद्रांक विकले.
 ०१ = 500/-
 एकूण रु. 500/-
 (रुपये मात्र)

मुद्रांक विक्रेत्याची सही



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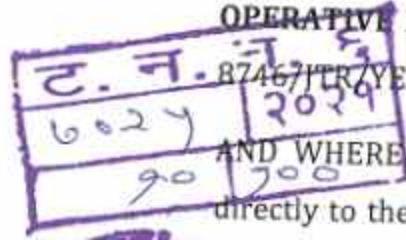
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bearing **Plot No.20**, admeasuring **1704.400** sq. mtrs. respectively in **Sector-38**, Nerul, Navi Mumbai, Tal. & Dist. Thane more particularly described in the **First Schedule**, for the purpose of erecting Residential-cum-Commercial building or buildings thereon and further agreed to grant a lease for term of 60 years in favour of the Confirming Party or its nominee including a Co-operative Housing Society constituted of the buyers of flats/shops in the building to be constructed by the Confirming Party on the said land commencing from the date of the said Agreement.

AND WHEREAS the Confirming Party has erected Residential-cum-Commercial building as per the approved plan and Commencement Certificate bearing Ref. No. NMMC/TPD/BP/Online No.20171CNMMC11436/2664/2017 dated 22-06-2017 of NMMC, on the said plots of land and thereafter obtained Occupancy Certificate from Addl. Town Planning Officer, NMMC vide letter no. NMMC/TPD/OC/Pra.Kra.20191BONMMC55967/4916/2020 dated 27-12-2019 for total Residential BUA= 2296.484 sq.mts. and Commercial BUA of 257.118 Sq.mts. = Total BUA admn. 2543.602 , having **55** Residential Units and **12** Commercial Units in accordance with the terms of the aforesaid Agreements and the Confirming Party has observed all the stipulations and conditions contained in the said Agreement.

AND WHEREAS the buyers of flats/shops in the said building/s have constituted, of themselves, a Co-operative Housing Society viz. **M/s. AASTHA ALAVIO CO-OPERATIVE HOUSING SOCIETY LTD**, Registration No. NBOM/CIDCO/HSG(TC)/8746/1TR/YEAR 2020-2021 dated 12.02.2021 the Lessee herein.

AND WHEREAS the Confirming Party has now requested the Lessor to grant directly to the Lessee, a lease of the piece of lands hereinafter described i.e. **Plot**



NOW THIS LEASE WITNESSETH AS FOLLOWS :-

Interpretation

1. In these presents, The term 'Managing Director' shall mean the Managing Director including the Additional or Deputy Managing Director of the Lessor and any Officer authorised by him by a general or special order.

DESCRIPTION OF LANDS

2. In consideration of the premises and of the Sum of **Rs. 31,37,97,084/- (Rupees Thirty-One Crore Thirty Seven Lac Ninety Seven Thousand Eighty Four only)** in respect of the Plots paid by the Confirming Party to the Lessor as premium under the Agreement to Lease between the Lessor and the Confirming Party and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained, the Lessor doth hereby demise unto the Lessee all that piece of land bearing **Plot No.20**, situated at Sector-38, Nerul, Navi Mumbai, more particularly described in the First Schedule hereunder written containing by measurement **1704.400 sq. mtrs.**, and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the building and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof, TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Sixty years computed from the 02.12.2016 subject nevertheless to the provisions of the Maharashtra Regional and Town Planning Act 1966 (Mah. XXVII of 1966) and the rules there under

COVENANTS BY THE LESSEE

3. The Lessee with intent to bind all persons into whomsoever hands the demised premises may come, doth hereby covenant with the Lessor as follows:-

TO PAY RENT

(a) During the said term hereby created to pay unto the Lessor the said rent at times, on the days and the manner hereinbefore appointed for payment thereof clear of all deductions.

TO PAY RATES AND TAXES

(b) To pay all existing and future taxes, rates, assessments, land revenue and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

NOT TO EXCAVATE

(c) Not to make any excavation upon any part of the said land hereby demised not to remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming of foundations of building or for the purpose of executing any work pursuant to the terms of this Lease.

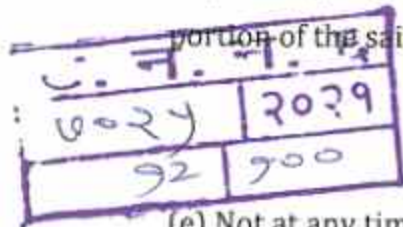
NOT TO ERECT BEYOND THE BUILDING LINE

(d) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan.

NOT TO AFFIX OR DISPLAY SIGN BOARDS,

ADVERTISEMENTS, ETC.

(e) Not at any time during the continuance of the said term to affix or display on or from the demised premises any sign-board, sky-sign, neon-sign or advertisement with or without illumination or otherwise unless the consent in writing of the



ALTERATIONS

(g) That no alteration or addition shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous written permission of the Managing Director.

TO REPAIR

(h) Throughout the said term at the Lessee's expenses well and substantially to repair, pave, cleanse and keep in good and substantial repair & condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Managing Director, the said building and the premises and the drains, compound walls and fences thereunto belonging and all fixtures and all additions thereto.

TO ENTER AND INSPECT

(i) To permit the Managing Director and the Officers, Surveyors, Workmen or others employed by the Lessor from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs or any works are necessary, they or any of them may by notice to the Lessee call upon it to execute the repairs or such works and upon his failure to do so within a reasonable time, the Lessor may execute them at the expense in all respects of the lessee.

NUISANCE

(j) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of

DELIVERY OF POSSESSION AFTER EXPIRATION

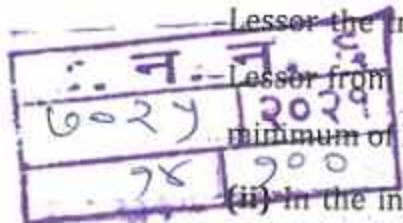
(m) At the expiration or sooner determination of the said term, quietly to deliver up to the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty, if the Lessee shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term, to remove and appropriate to itself all buildings, erections and structures and materials forming part of the demised premises, but so nevertheless than the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and conditions to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed PROVIDED further that after the possession of demised premises has been delivered to or obtained by the Lessor such buildings, erections or structures shall stand forfeited to the Lessor.

NOT TO ASSIGN

(o) Not to appoint agent, Not to 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 PROVIDED THAT nothing contained herein shall apply if the Lessee shall perform to the satisfaction of the Lessor the following conditions:

(i) BEFORE TRANSFERRING THE DEMISED PREMISES the Lessee shall pay to the Lessor the transfer charges at such a rate or rates as may be determined by the Lessor from time to time, for obtaining the lease of the demised land, subject to a minimum of Rs.5,000/-.

(ii) In the instruments by which the Lessee shall transfer the demised premises

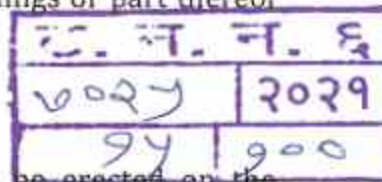


employer of the Lessee or any other financial institution as may be approved by the Board of Directors of the Lessor from time to time.

EXPLANATION: (ii) "For the purpose of this covenant, the term, 'transfer of the demised premise' shall mean and include the transfer of a share or shares by its shareholders or member or any Agreement of act or omission whatsoever of such shareholder or member which has the effect of transferring or enabling the enjoyment of such demised premises or a part thereof. In case of such transfer, the Lessee shall pay the transfer charges at such rate or rates as may be determined by the Lessor from time to time and the premium paid by the Lessee as is allocable to the land or building or part thereof so transferred or agreed to be transferred by its shareholder or its member and such allocation shall be with reference to the proportion which the floor space index (as defined in the General Development Control Regulation constituting the development plan for the New Bombay 1975 for the time being in force) of the land or building permitted by the Lessor shall bear to such floor space index of the land or building or buildings or part thereof so transferred or agreed to be transferred".

INSURANCE

(p) To keep the buildings erected or which may hereafter be erected on the demised premises excluding foundations and plinth, insured against loss or damage by fire in a sum equivalent to the cost of building (excluding foundation and plinth) in a nationalized Insurance Company and on demand to produce to the Managing Director a policy or policies of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected on the demised premises, or any part thereof shall be destroyed or



CHANGE IN STATUS OF THE LESSEE

(q) No change in the legal status of the Lessee shall be recognized by the Lessor nor is the Lessee entitled to appoint any agent by a Power of Attorney or otherwise, except its officer or servant nor any member of the Lessee shall appoint any person as its agent by a Power of Attorney or otherwise for the purpose to perform any act or deed in connection with its membership with the Lessee.

SANITATION

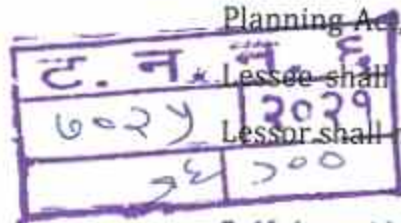
(r) That he/they/it shall observe and confirm to the CIDCO General Development Control Regulations for New Bombay, 1975 or any other law for the time being in force relating to public health and sanitation and shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Managing Director and shall not, without the consent in writing of the Managing Director, permit any labourers or workmen to reside upon the said land and in the event of such consent being given, shall comply strictly with the terms thereof.

RECOVERY OF RENT OF LAND REVENUE

4. Where any sum payable to the Lessor by the Lessee under this lease is not paid, the Lessor shall be entitled to recover such sum as arrears of the land revenue, pursuant to the paragraph 6 of the Schedule to the Maharashtra Regional & Town Planning Act, 1966 (Mah.XXXVII of 1966). Whether any sum is so payable by the Lessee shall be determined by the Lessor and every such determination by the Lessor shall not be disputed by the Lessee and shall be final and binding upon it.

RE-ENTRY

5. If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall be paid or not, the Lessor shall be entitled to re-enter the said land.



carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid, the power of re-entry hereinbefore contained shall not be exercised unless and until the Managing Director of the Lessor shall have given to, the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

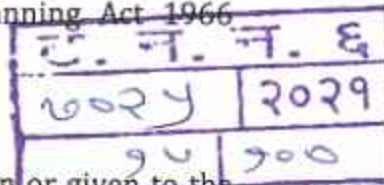
SUMMARY EVICTION OF PERSONS UNAUTHORISEDLY OCCUPYING THE DEMISED LAND IN DETERMINATION OF THE LEASE.

6. If on the determination of the lease, any person is found to be occupying the demised premises, it shall be lawful for the Managing Director of the Lessor to secure summary eviction of such person in accordance with paragraphs 1, 2 and 3 of the Schedule to the Maharashtra Regional and Town Planning Act 1966 (Mah.XXXVII of 1966).

NOTICE AND DEMANDS

7. Any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor through the Post by registered letter addressed to the Lessee at the demised premises and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

COMPLIANCE WITH THE MAHARASHTRA REGIONAL & TOWN PLANNING ACT 1966 AND THE NAVI MUMBAI DISPOSAL OF LANDS (AMENDED) REGULATIONS, 2008.



IN WITNESS WHEREOF the Lessor, the Lessee and the Licensee have hereunto set and subscribed their hands and seal the day and year first above written.

SCHEDULE

ALL THAT piece or parcel of land known as **Plot No.20** admesasuring **1704.400 sq. mtrs** or thereabouts, in the Sector-38, of the layout of land situate, lying and being at Nerul, Navi Mumbai Taluka Thane, Dist. Thane within the Registration District Thane and Sub District Thane and bounded as follows:-

- On or towards the North by : Plot No.20A
On or towards the South by : 11.00 mtrs wide road
On or towards the East by : Plot No. 19
On or towards the West by : 15.00 mtrs wide road

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

SIGNED AND DELIVERED for and
On behalf of the City and
Industrial Development
Corporation of Maharashtra
Limited by the hand of
Estate Officer-II
Mr. Raj Badve


Estate Officer - II
CIDCO Ltd. CIDCO Bhavan,
Navi Mumbai - 400 614.

In the presence of
1. M. G. Rathod
2. O. B. Bhoir

SIGNED SEALED AND DELIVERED by
the within named LESSEE

M/s. **AASTHA ALAVIO CO-OPERATIVE
HOUSING SOCIETY LTD.** Lessee by the hand of

Shri. GAUTAM RAJENDRA BHAT
Shri. SURAT KUTTY

AASTHA ALAVIO CO-OPERATIVE HOUSING SOCIETY LIMITED


CHAIRMAN / SECRETARY / TREASURER

In the presence of

