DEED OF LEASE OF LAND AT VILLAGE, TEHSIL DIST—

THIS DEED OF LEASE made at Vashi this 16th day of August one thousand nine hundred and Eighty..... 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 successors and assigns) of the One Part And

(1) Shri Shetye Ashok Ramchandra.

(2) CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED all hereinafter referred to as "the Leasees" (which exressi-on shall unless it be repugnant to the context or meaning thereof be deemed to include the respective heirs, executors adminstrators and assigns of (1) and the successors in office and assigns of (2) of the Other Part :

WHEREAS :

(a) 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-sectoins (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966 (hereinafter referred to as "MRTP Act").

(b) The state Government is, pursuant to Section 113-A of the MRTP Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

(bb) The Corporation has constructed on one of such lands more particularly described in the second schedule hereunder written (hereinater described as the said land) a building of apartment of ground and.....700.....upper floors.....which apartments are designated as condominium of apartment type.....VS2.....Building (hereinafter described as the "said building")

Asstt Law Officer (Estate)

(c) The Corporation has by a Declaration dated the 6-8-85 made under the provisions of the Maharashtra Apartment Ownership Act, 1970 (hereinafter called "the said Act") submitted to the provisions of the said Act (i) the said buildings with all improvements and (ii) the said land which is being hereby demised.

(d) The Corporation has agreed with the Lessees to grant to them, the Lessees a Lease of the said land for a term of 60 years on the terms and conditions hereinafter appearing.

(e) The expression 'Common areas and facilities" hereinafter referred to shall have the same meaning as is given to it in Section 3 (f) of the Maharashtra Apartment Ownership Act 1970 (Maharashtra Act No XV of 1971.)

NOW THIS DEED WITNESSETH as follows :

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 Lessees hereinafter contained to be paid, observed and performed, the Corporation doth hereby demise unto the Lessees the said land, but without the said building standing thereon, situate in the Sector 9 Plot No. 16 Village Sanpada New Bombay containing by admeasurement 6215.39 sq. mt. or thereabouts and which land is more particularly described in the second Schedule hereunder written and delineated on the plan hereto annexed and thereon shown surrounded by a blue coloured boundary line. TO HOLD THE SAME unto and to the use of the Lessees as tenants in common, in shares equal to the respective percentage of the undivided interest of the Apartments Owners in the common areas and facilities as expressed in the said Declaration filed by the Corporation under the said Act from the date of these presents for the term of a sixty years yielding and paying therefore the annual rent of Re. 1/- (Rupee one) payable on or before the 5th day of first month of each year without any deduction, such year commencing from the 1st day of April in each year.

2. The Lessees do in so far as their respective percentages of undivided interest in the common areas and facilities as expressed in the Declaration and each of them doth in so far as their respective Apartments or Family Units are concerned, hereby covenant with the Corporation as follows :

(a) To pay during the said term the said rent on the dates and in the manner herein before provided for payment there of, clear of all deductions.

(b) To pay and discharge during the continuance of the said term to the Corporation of all rents, rates, taxes, duties, cesses and all other outgoing, assessments and expenses of description which may be levied and chargeable in future in respect of the said land, and payable to the Corporation, or to the Government of Maharashtra or to any other Local body or authority of competent jurisdiction.

(c) To use the said land and the said building constructed thereon [hereinafter referred to as "the said" buildings'] mainly for residential purpose.

(d) Not to damage or destroy or demolish the said building constructed thereon or permit or suffer any damage to or destruction demolition of the building and not to erect any structure, permanent or temporary on the said land without the consent in writing of the Corporation.

(e) Throughout the said term to repair and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour white washing of the said building and watering, tending, pruning, etc. of the lawns, shrubs and trees) to the satisfaction of the Corporation the said land and the said building and the drains, roads, gutters, severs, compounds, walls and fences thereunto belonging and all fixtures and additions thereto.

(f) 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 team hereby granted, after twelve hours previous notice in writing to enter into or upon the said land and/or the said building and to inspect the state of repairs there of and if upon such inspection it shall appear that any repairs or any works are necessary the authorised officer may by notice to the Apartment Owner or Owners concerned or their Association call upon him or them or it to execute the repairs or such works and upon his/or its failure to do so within the time mentioned in such notice, the Corporation may execute them at the expense in all respects of Apartment Owner or Owner or their Association.

(g) Not to do or permit or suffer to be done in or upon the said land and/or the said building or any part thereof respectively anything which may be or become a nuisance, annoyance or disturbance or cause injury or damage to the owners and occupants of any Apartments of the said building or of any neighbouring buildings.

(h) Not to affix or display or permit to be affixed or displayed any signboard, hoarding skysign, neonsign or other advertisement or notice painted illuminated or otherwise on the said land or any exterior part of the said building or any part thereof respectively without the consent in writing of the Corporation.



(i) To make to the Corporation a yearly payment at such rate as ( ) may be determined from to time by the Corporation as their contribution to the costs of establishing and maintaining civic amenities such as roads, water distribution lines, drainage, street lighting conservancy etc. for the said building, which aggregate amount shall be contributed by the Lessees in proportion to their reapective percentage of undivided interest in the common areas and facilities appurtenant to their respective apartments or family units as experssed in the Deed of Apartment regardless of the extent of benefit derived by the Lessees, 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 constitued under any law for the time being in force when the Lessees shall be liabls to make corresponding payments to such Authority the payment shall be made on the first day of January in each year or within 20 days therefrom.

(j) At the end of the term hereby granted or upon the sooner defermination there of to yield up and quiety deliver to the Corporation the said land and the said building and all fittings and fixtures therein good and tenantable repair without demanding or being entitled to receive any compensation of the loss thereof or any part thereof.

3. IT IS HEREBY AGREED AND DECLARED that If the Lessees or any of them shall commit a breach for any covenant or conditions herein contained and on the Lessees part to be observed and performed or if the lessees or any of them shall renounce their or his character as such by setting up a title in a third person or claiming title in themselves or himself, the corporation shall be entitled, by giving ninety (90) days notice in writing to such Lessees, or Lessee to re-enter upon the Apartments or Apartment of such Lessees or Lessee and their respective percentages of undivided interest in the common areas or facilities appurtenant to their respective Apartments or family units or any part thereof in the name of the whole, on the expiry of such notices, if in meantime, the said Lessees or Lessee shall not have removed the breach, then thereupon such Apartments or Apartment with the percentage of undivided interest in the common areas or facilities appurtenant to their respective Apartment or family units shall absolutely vest in the Corporation and such Lessees or Lessee shall cease to have any right title and interest therein or thereto but without prejudice to the right of any other action of the Corporasion in respect of such breacn of covenant or condition. In such event the Corporation shall be entitled to secure summary eviction of such Lessees or Lessee or any persons or person in the occupation of such Apartments or Apartment in accordance with the provisions of the MRTP ACT PROVIDED HOWEVER that if any such Lessees or Lessee shall have created mortgage in respect of their or his Apartments or Apartment with their respective percentages of undivided interest in common areas and facilites appurtenant thereto in favour of the life Insurance Corporation of India (hereinafter referred to us 'LIC') in respect of which mortgage if any amount is due and payable by the Lessess or Lessee to LIC. At the time of such breach the Corporation shall, before taking any action against such Lessees or Lessee for breach of any covenant or condition of this Lease, give to LIC ninety days, notice in writing pointing out to LIC the breach complained of and informing LIC, that if such breach is not removed either by the Lessees or Lessee concerned or by LIC, the Corporation will, at the expiry of the said poriod of 90 (ninety) days, exercise such right of re-entry and in that event however, the Corporation shall pay to LICthe amount that may be out standing and payable by the Lessees as mortgagors or mortgagors to LIC under such Mortgage.

4. AND IT IS HEREBY FURTHER PROVIDED AGREED AND DECLARED by and between the parties that whenever any rent reserved by these presents or any part thereof shall be in arrears. It shall be recoverable by the Corporation as arrears of land revenue under the provisions of Maharashtra Regional & Town Planing Act. (Act XXXVII of 1966).

5. The Corporation hereby covenants with the Lessees that the Lessees performing and observing the covenants and conditions on their part hereinbefore contained shall peacefully hold and enjoy the said land 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 the determination of this Lease any person/persons is/are found to be unauthorisedly occupaying or wormgfully in possession of the said land or the said buildings, it shall be lawful for the Corporation to secure summary evictions of such person/persons in accordance with the provisions of Maharashtra Regional & Town Planing Act 1966 (Act XXXVII of 1966)

7. All demands for payment and notices to be served on the Lessees as contemplated by these presents or otherwise howsoever shall be deemed to have been duly served on the Lessees if sent to the Lessees/Manager of the Apartment Owners Association of the Lessees by registered post addressed to them/him at their/his office 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 Lessees shall pay all costs charges expenses of and incidental to the preparation, execution and registration of this Lease in duplicate, including the stamp duty and registration charges payable therefore.

9. The Corporation shall be entitled to keep the Original of this Lease and the Lessees the duplicate thereof.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

Name of	Description of land	Boundaries
Village : Juhu	S.N. 123 Pt 135 Pt Plot No. 16	To the North Plot No. 14 & open space
Tehsil : Thane	134 Pt 248 Pt	To the East 6 mts. Road
District : Thane	90 Pt 136 Pt	To the South Plot No. 17 & open space
	50 Pt	To the West Open space

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece of land containing by admesurement 621.39 Square Metres or thereabout being plot No. 16 in Sector 5 of the layout of land situate lying and being at Village Juhu Tehsil Thane District in the Registration District Thane Sub District Thane and bounded as follows.

On the North by— Plot No. 14 & open space
On the East by— 6 mts. Road
On the South by— Plot No. 17 & open space
On the West by— Open space



SIGNED AND DELIVERED by the withinnamed CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED by the hand of Shri N M Gadak Assistant Law Officer in the presence of

(1) Shri S T Patil

(2) Shri D H Mhatre

Asstt. Law Officer
CIDCO
Belapur
New Bombay 400 614

SIGNED AND DELIVERED by the Withnnamed Lessee Shri Shetye Ashok Ramchandra

IN THE PRESENCE OF....

(1) Shri S T Patil

(2) Shri D H Mhatre

SIGNED AND DELIVERED by the withinnamed Lessee No. (2) CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED by the hand of Shri A N Jubnis

Estate Manger
MCIS)

IN THE PRESENCE OF

(1) S. T. Patil

(2) D. H. Mhatre

DATED THIS DAY OF 198

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

To

(1)

(2) City and Industrial Development Corporation of Maharashtra Limited.

DEED OF LEASE

TYPE : VS-II [4 BUILDINGS (47 to 60)]

APARTMENTS OWNERS ASSOCIATION.

CONDOMINIUM NO.16

SECTOR- 9, VASHI. PLOT NO. 16
NEW BOMBAY.

INFORMATION	
PLOT AREA	6218.39 M
BUILT-UP AREA	6238.244 M
F.S.I.	1:0:1
FLOORS.	(GROUND)+2
NO. OF UNITS.	224

NOTE:- ALL DIMENSIONS AND AREAS ARE IN METRIC SYSTEM.
2.-CONDOMINIUM BOUNDARY SHOWN AS - - - - -

REVISED DESIGN (5 BLDGS.)
B.U.A.-187.166/B
OLD DESIGN (9 BLDGS)
B.U.A.-428.046/E.

B.U.A = R+O = 2135.83
+ 3852.414
6288.244

OPEN SPACE
6288.244
380.89
907.300

PLOT NO.14
F'TYPE

59.20

6.00 MTRS WIDE ROAD

PLOT NO.15
VS III

32.00 MTRS. WIDE ROAD

VS II
PLOT NO.18.

PLOT NO.17

Manager (Town Services)
CIDCO Ltd

AREAS / DIMENSIONS CHECKED BY		SENIOR ARCHITECT	NORTH
DIVISIONAL ENGINEER			DATE OCTOBER 85
ASSISTANT PLANNER		ESTATE OFFICER	SCALE 1:1
CIDCO	CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED	NEW BOMBAY	DRG NO. PL/ES/17

नोंदणी ३१ म.
Regn. 31 m.

दस्तऐवज क्र. [illegible] सन १९[illegible]

दस्तऐवजाचा प्रकार— डुप्लीकेट.

सादर करणाराचे नाव— वी अशोक रामचंद्र शेरये

दस्तऐवजाची पार्श्वभूमी :—

	रु.	प.
नोंदणी फी		
नकला फी (फोलिओ)	२०	००
तुलनासाठी नकलेचे फी		
दस्त हाताळणी	५	००
नकला किंवा उतारा (कलमे ६४ ते ६८)		
कार्यालयीन निरीक्षण		
कलम २५ अन्वये		
कलम ३४ अन्वये		
अतिरिक्त रकमा (कलम ५७) (फोलिओ)		
इतर ... (सविस्तर तपशील लिहावा) यात रु.		
" "		
" "		
" "		
" "		
एकूण	२५	००

दस्तऐवज नकला

रोजी तयार होईल व [illegible] पोस्टाने पाठविली/दिली.

दुय्यम निबंधक.

दस्तऐवज जाळी नाही दिल्याचा अभिप्राय— नवे डिप्लीकेट लाकडे पाठवावा.
हवाली करावा.

हादरकर्ता.

Pl. dly for Adm.

दिनांक 20 — 5 —

दस्तऐवजाचा प्रकार :— पाऊस पु.व.कर द सारा १/-

सादर करणाऱ्याचे नाव :— मे. अशोक रामचंद्र शेरये

दस्तऐवजाची पिशवी :— व वाहन —

	रु.	पै.
नोंदणी फी	...	
नकल फी (शीटस् २)	...	40 — 00
पृष्ठांकनाची नक्कल फी	...	
दस्तऐवज	...	9 — 00
नकला व प्रमाणपत्रे (कलम ६८ ते ७१)	...	4 — 00
शोध फी / तपासणी	...	
इतर — कलम ७५ अन्वये	...	9 — 00
कलम ७८ अन्वये	...	
अतिरिक्त पक्षकार (कलम ४७) (शीटस्)	...	9 — 00
इतर फी (तपशील स्पष्टीकरणासह) बाय ॲड.	...	
" "	...	4 — 00
" "	...	
" "	...	
" "	...	
एकूण	...	65 — 00

इंडस्ट्रिअल पार्क डेव्हलपमेंट कार्पोरेशन फी १०० फी

दस्तऐवज मिळाले

नोंदी झाल्यानंतर ही पिशवी पक्षकारांना परत करावी.

दस्तऐवज परत केला.

दुय्यम निबंधक,

दस्तऐवज घेणारे यांची सही व दिनांक असल्यास.

ह्या पिशवीतील दस्तऐवज परत घेतले.

दस्तऐवज घेणाऱ्याची सही.