भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA

KT 677037

TREASURY OFFICE THANE

हा कोषागर कार्यालय, ठाणे

15 MAY 2014

स्तुत्य लिपीक / लिपीक

15/5/2014

प्रतिज्ञापत्र कोणाकडे सादर करावयाचे
(For submitting to.)

प्रतिज्ञापत्रासाठीचे कारण
(Reason for Affidavit) AEE

मुद्रांक विकत घेणाऱ्यांचे नाव व रहिवाशी पत्ता Drishtant co-op soc
(Stamp Purchaser's Name/ Place of Residential)
Nerul Navi mumbai

मुद्रांक विक्री वापराची नोंद वही अनु.क्रमांक / दिनांक
(Serial No. Date) 9567

मुद्रांक विकत घेणाऱ्याची सही
(Stamp Purchaser's Sign/Date) Pracha 22/5/2014

22 MAY 2014

परवानाधारक मुद्रांक विक्रेत्यांची सही व परवाना क्रमांक : २२/२००३, नविन परवाना क्र. १२०१०४५
तसेच मुद्रांक विक्रीचे ठिकाण/पत्ता : दुकान नं.१२, जनता मार्केट नं.१, सेक्टर-३, नेरुळ नवी मुंबई ४०० ७०६

श्री. विनोद वि. शिंगाडे

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

Impounded u/s 33 of Maharashtra Stamp Act

Collector of Stamps, Thane (City)

LEASE DEED

BETWEEN

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD

AND

M/s DRISHTANT CO-OPERATIVE HOUSING SOCIETY LTD

Reg. No. TNA/HSG/(T.C.) 474, 24.March.86

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

OFFICE OF THE COLLECTOR OF STAMPS

No. Evn. 58/16 Date 4/12/16

Received from Shri Dristant Co. op. Hsg Soc. LTD residing at Navi Mumbai Insufficient Stamp Duty Rs. 135501 (Rupees Thirteen Thousand five hundred fifty Only) vide Challan No 3539722 Dated 23/11/16 paid at State Bank of India Konkan Bhavan Branch chargable under Article 25b of schedule I of Bombay Stamp Act 1958

Certified under Section 41 of the Bombay Stamp ACT, 1953 that the proper Stamp Duty of Rs. 135501/- (Rupees Thirteen Thousand five hundred fifty only Only) and penalty of Rs. 57001/- (Rupees Five Thousand seven hundred only Only) vide challan No. 3539699 under section 39 have been paid in respect of this instrument

This certificate is subject to the provision of section [illegible] of Bombay Stamp Act 1958.

Place: Thane

M.V. 2705001

(Dadaraj Chavan)
Collector of Stamps Thane (City)

जा.क्र. २९/६२
२९/११/१९

The Seal of the Collector of Stamps Thane (City) मुद्रांक जिल्हाधिकारी ठाणे (शहर) यांची मुद्रा जिल्हा ठाणे Dist. Thane

Collector of S... Dist. T...

LEASE DEED

THIS LEASE made at CBD-Belapur, Navi Mumbai the 9th day of ~~May~~ June, Two Thousand Fourteen BETWEEN CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act 1956 (I of 1956) and having its Registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai 400 021 (hereinafter referred to as "THE LESSOR" which expression shall, where context so admits, be deemed to include its successors and assigns) of the One Part

AND,

M/s DRISHTANT CO-OPERATIVE HOUSING SOCIETY LTD, a Co-operative Housing Society having its office at Plot No 10/4, Sector- 15, Nerul and duly registered under the Maharashtra Co-op. Societies Act 1960 under the Certificate of Registration No: TNA(TNA)/HSG(TC)/474/1985-86 dated 24.03.1986, granted by the Jt. Registrar (Co-op Societies), Thane, (hereinafter referred to as "THE LESSEE" which expression shall, where the context so admits, be deemed to include its executors, administrators and representatives) of the Other Part.

WHEREAS by an Agreement to Lease made on 09.09.1987, between the Lessor of the One Part and the Lessee, of the Other part, the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the Said Agreement, a lease of the piece or parcel of the Plot No. 10/4, admeasuring 771.47 Sq. Mtrs. in Sector- 15, Nerul Node, Navi Mumbai i.e. the Said Land and premises hereinafter described.

WHEREAS the vide letter no BP/N/15/10-4/429 dated 22.03.1988, the Addl. Town Planning Officer (N), CIDCO has granted the Development Permission for constructing residential building on plot number 10/4 in Sector 115, Nerul Node to the Lessee.

AND WHEREAS the Lessee has erected a residential building comprising of 12 apartments on the said plot in accordance with the Terms of the said Agreement and the Lessee has observed all stipulation and conditions contained in the said Agreement.

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AND WHEREAS the Addl Town Planning Officer, CIDCO vide letter No. EE(BP)/N/15 /15-10/4/2254 dated 09.09.1991 has granted the Occupancy Certificate for the residential building on Plot No. 10/4 in Sector 15 Nerul Node to the Lessee.

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 Land

2. In consideration of the premises and of the total sum of Rs. 2,70,014.50/- (Rupees Two Lacs Seventy Thousand Fourteen paise fifty only) paid by the Lessee to the Lessor as premium under the aforesaid agreement dated 09.09.1987 between the Lessor and the Lessee, 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 described in the Schedule hereunder written containing by measurement 771.47 Sq. Mts. or thereabout and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the buildings and erections now or at any time hereinafter 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 and Sixty years computed from the 09.09.1987, subject nevertheless to the provisions of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) and the rules hereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Registered Office of the Lessor or as otherwise required the yearly rent of rupees Rs.100/- only from 1st January to 31st December or any part thereof, the said rent to be paid in advance without any deductions whatsoever on the 10th day of January in each and every year.

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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 the times, on the day and in 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 there from except for the purpose of forming foundations of buildings 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 signboards, 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 Managing Director has been previously obtained thereto.

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Co-op. Housing Society Ltd. Nerul Navi Mumbai
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Not to build except with the previous permission of the Lessor

f) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except with the previous written permission of the Lessor which the Lessor shall be at liberty to grant on such terms and conditions as may be then stipulated including the conditions for payment of additional premium.

The Lessee shall be under Obligation to carry out structural Audit of the buildings, after lapse of 5 years from the date of grant of Occupancy Certificate, from competent Firm / Company approved by the Lessor /Concerned Municipal Corporation and submit a copy of the report of such structural Audit to the Lessor. Further such structural Audit shall be carried out subsequently at an interval of every 3 years and copy of the report of such structural Audit shall be submitted to the Lessor.

Alterations

g) That no alteration or additional shall at any time be made to the façade 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 expense well and substantial to repair, pave, cleanse and kept in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Managing Director and said building and the premises and 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 thereon

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any of them may by notice to the Lessee call upon him 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 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 disturbances to the owners, occupiers or residents of other premises in the vicinity.

User

k) To use the demised premises for the purpose of Residential Use only and for no other purpose.

Indemnity

l) To indemnify and keep indemnified the Lessor against any claim for damage or loss suffered by any person in consequence of anything done under the authority herein contained or in exercise of the rights and liberties hereby granted.

Delivery of Possession After Expiration

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 Lessor 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 all buildings, erections and structures and materials forming part of the demised premises but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor leveled and put in good order and condition 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 the demised premises has been delivered to or obtained by the Lessor, such building erection or structure shall stand forfeited to the Lessor.

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Not to Assign

n) Not to sell, assign, mortgage, underlet or otherwise transfer wholly or partly the demised land or his interest therein or part wholly or partly with the possession of the demised land or permit any person to use wholly or partly the demised land (hereinafter referred to as "transfer of the demised land") PROVIDED THAT nothing contained herein shall apply if the Lessee shall perform to the Satisfaction of the Corporation the following conditions:

(A) BEFORE TRANSFERRING THE DEMISED LAND, the members of the Lessee Society shall pay to Corporation the Transfer Charges at the rate as may be determined by the Corporation from time to time, subject to a minimum of Rs.5,000/-.

(B) In the instrument by which the members of the Lessee Society shall transfer the demised land, the Lessee shall impose upon the person to whom the demised land is so transferred to perform and observe to the Corporation all the conditions and covenants of the lease granted to him, the Lessee.

"**Explanation** (i). - Nothing contained herein shall apply to mortgage of the demised land or any part thereof ,to the Central Government a State Government, Nationalized Bank ,the Life Insurance Corporation of India, the Maharashtra State Finance Corporation ,the Housing Development Finance Corporation Ltd., or an employer of the Lessee or any other financial institution as may be approved by the Board of Directors of the Corporation from time to time".

"**Explanation** (ii). - transfer of the demised land shall, where the land with or without a building erected thereon or to be erected thereon is leased to or demised unto or agreed to be leased to or demised unto a Company registered under the Companies Act,1965 (I of 1965) or a Co-operative Housing Society registered under the Maharashtra Co-operative Societies Act,1960 (Mah.Act No.XXIV of 1961) or any law for the time being in force for the registration of a corporate body for the purpose of providing accommodation to its share-holders or members include the transfer of a share or shares by its shareholder or member or any Agreement or act or omission whatsoever to such

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shareholder or member which has the effect of transferring or enabling the enjoyment of such land or building or a part thereof. In the case of such transfer, the Lessee being a Company or as the case may be a Society shall pay the Transfer Charges as is allocable to the land or building or part thereof so transferred or agreed to be transferred by a shareholder or 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 for the time being in force) of the land or building permitted by the Corporation shall bear to such Floor Space Index of the land or building 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 the building (excluding foundations 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 re or shall be erected on the demised premises, or any part thereof shall be destroyed or damaged by fire, to forthwith lay out all the monies which shall be received by virtue of any such insurance in re-building or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Managing Director AND whenever during the said term the said building or any part thereof respectively shall be destroyed by fire, tempest, hurricane or otherwise, the Lessee shall reinstate and repair the same to the satisfaction of the Managing Director and shall nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, tempest, hurricane or otherwise has happened.

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.

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Recovery of Rent as 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 land revenue, pursuant to paragraph 6 of the Schedule to the Maharashtra Regional and 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 have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained or if the Lessee be adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person or claiming a title in himself the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or 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 the 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 giving or leaving of such notice.

Summary eviction of persons unauthorizedly occupying the Demised Land on 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 & Town Planning Act, 1966 (Mah. No.XXXVII of 1966).

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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 (Amendment) Regulations, 2008.

7-A It is hereby agreed and declared by and between the parties hereto that the Lessor has leased and demised premises unto the Lessee and the Lessee has taken such lease upon the conditions, covenants and stipulations contained herein to be observed and performed by the Lessee and subject to Section 118 and other applicable provisions of the Maharashtra Regional & Town Planning Act, 1966 (Mah.XXXVII of 1966) and the rules and regulations made thereunder including the Navi Mumbai Disposal of Lands (Amendment) Regulations 2008 for the time being in force and as amended from time to time.

IN WITNESS WHEREOF the Lessor and Lessee have hereunto set and subscribed their hand / s and seal the day and year first above written.

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SCHEDULE

All that piece of land known as Plot No. 10/4 sector 15, admeasuring 771.47 Sq. Mtrs. or thereabouts, of Nerul Node, Navi Mumbai within the Taluka & District : Thane, Registration District: Thane and bounded as follows that is to say :

On or towards the North by : Plot No 10-3
On or towards the South by : Road.
On or towards the East by : Plot No 10-7.
On or towards the West by : 10.0 Mtr 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 Lessor,]
The City and Industrial Development]
Corporation Of Maharashtra Limited]
by the hands of ..]
Shri Faiyaz Khan
Estate Officer]

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

In the presence of]
1) Mr. R. A. Patil] Patil

2) Mr. M. Y. Agare]

SIGNED AND DELIVERED for and]
On behalf of the within named Lessee
M/s. Drishtant Co-operative Housing Society
By the hands of..

Shri Vinayak D. Kharade
Chairman

Shri Hemadri Banerjee
Secretary

Reg. No. HSG/(T.C.)
24 March

In the presence of]
1) Mr. _____]

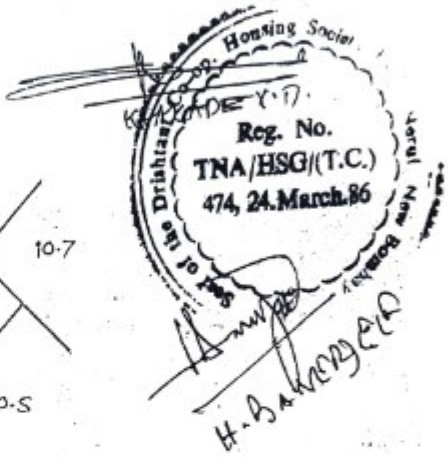
2) Mr. _____]

SKETCH OF PLOT NO. 10-4. SECTOR NO. 15. AT ~~XXXXXX~~ NERUL NODE. NEW BOMBAY.
PLAN PREPARED AS PER MARKETING OFFICER'S NOTE NO. CIDCO/MM/PLT/NRE/1065
~~DATED~~ : 18.12.1985

462

AREA : 771.47 SQ. MTRS





N

SCALE : 1 : 1000

PLOT DEMARCATED ON 4.3.1987. AS PER DIMENSIONS GIVEN IN DRAWING NO. PLG/(N)/NL/29. DATED : 27.11.1982. of PLANNING SECTION.

COPY TO C.P.(N) FOR CONFIRMATION & APPROVAL.
COPY TO D.E.NERUL FOR SUPPLYING OF PLOT LEVEL, ROAD LEVEL ETC. TO C.P.(N)
COPY TO MARKETING MANAGER FOR FURTHER ACTION.

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

Asst. Survey Officer,
CIDCO
New Bombay.

PLAN PREPARED BY : (Y.A.SHIRODKAR)
SURVEYOR

CIDCO
WE MAKE CITIES

City & Industrial Development Corporation of Maharashtra Ltd.

Branch Emp

EMS / B No.: 494157

Date 6/6/14

Received with thanks from Shri/Smt. Drishtant [illegible]

an amount of Rs. 5900/- (Rupees Five thousand Nine hundred only

by Cash/Cheque*/D.D.*No. 673691 dt. 6/6/14

drawn on [illegible] Bank in respect of Apt/R.H./Plot No.

Sec 15 Plot No. 10/4 Location Nerul

Tenements Code No. Leased towards as mentioned below :-

Apt. No. Plot No	Amount ₹	Upto period ended (Month)
1) Monthly Equ. Install HDFC / BUDP / HUDCO (including D.P.C.)		
2) Monthly Service Charges Resi / Plot (including D.P.C.)		
3) Lease Rent	5900/-	
4) Certificate Charges		
5) Transfer Charges		
Addl. Lease Premium Plot / GES		
7) Water Resource Development Charges		
8) Documentation Charges/Adm. Charges		
9) Others / Mavela		
10)		
TOTAL	5900/-	

*Subject to realisation of Cheque/D.D.

For CIDCO LTD.