

RED

H. I. G. / M. I. G. / L. I. G. / EWS / SCS

INDENTURE OF LEASE

NIRMAL NAGAR "PANCHRATNA"

CO.OP. HSG. SOC. LTD.



Monday, October 31, 2011

1:14:34 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 12026

गावाचे नाव बोंद्रा

दिनांक 31/10/2011

दस्तऐवजाचा अनुक्रमांक बदर15 - 11994 - 2011

दस्ता ऐवजाचा प्रकार भाडेपट्टा

सादर करणाराचे नाव: निर्मल नगर एवरेल को ऑप ही सोसा लि व्हे व्हेरमन रमेश बाबुराव मोहिते

नोंदणी फी	:	2570.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),	:	860.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (43)	:	3430.00
एकूण रु.		

आगमनास हा दस्त अंदाजे 1:29PM ह्या वेळेस मिळेल

5701-रमेश

दुष्यम निंबधक
सह दु.नि.का-अंबेरी-4

वाजदार मुल्य: 257000 रु. मोबदला: 0 रु.
भरलेले मुद्रांक शुल्क: 12850 रु.

सह. दुष्यम निंबधक अंबेरी-8
मुंबई उपनगर जिल्हा.

देवळाचा प्रकार : डीडी/धनाकर्षाद्वारे:

पैसे देणे सादर व पत्ता: मुंबई ट्रेड बँक ऑफ इंडिया, मुंबई:

डीडी/धनाकर्ष क्रमांक: 125966/125966 / 570 रु रोख; रक्कम: 2570 रु.; दिनांक: 25/10/2011

RECEIVED

REGISTERED ORIGINAL DOCUMENT
DELEVERED ON 1/11/2011

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office: COLLECTOR OF STAMP (ANDHERI), M.M.R.D.A. BUILDING, 1ST FLOOR.
BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051.

D 000323

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.: 2

Receipt Date : 12/10/2011

Received From : NIRMAL NAGAR PANCHIRATNA CHS LTD.

On Account of : 103-(II)

Counter No. : 1

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs)
Cash		12 OCT 2011	भारतीय स्टेट्स बँक, अंधेरी कलिंग रोड, अंधेरी पुणे येथील कार्यालय मार्गेचे नुमाई 3.00 ते 5.30		400.00

Case No.: ADJ/A/3295/2011

Lot Date :

Lot Date :

Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)
		4 OCT 2011	DELIVERED	
			वदर-१५/ ११६६७ २०११	
			Total :	

Rs. 400.00 Rupees :

Cashier / Accountant



Only
Signature / Designation

Head Office : GENERAL STAMP OFFICE, TOWN HALL, FORT, MUMBAI - 400 001.
Office: COLLECTOR OF STAMP (ANDHERI), M.M.R.D.A. BUILDING 1st FLOOR,
BANDRA-KURLA COMPLEX, BANDRA (E), MUMBAI - 400 051.

D 000457

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No.:

4

Receipt Date:

20/10/2011

Received From :

NIRMAL NAGAR PANCHIRATNA CHS LTD.

On Account of :

103-(II)

MMRDA Counter

Mode of
Payment

DD/PO/CHQ/
RBI-Challan No.

Date

Bank Name &
Branch

GRASS CHALAN

53048201112

GRASS CHALAN DATE : 19/10/2011



1295

Case No.:

ADJ/A/3295/2011

Lot Date :

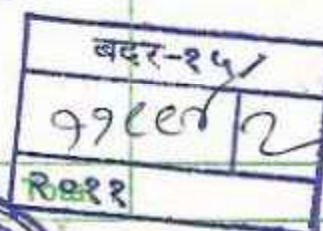
Lot Date :

Total D.O.:

Sr. No.	Description of Stamps / Franking	Quantity	Denomination	Amount (In Rs.)

12 4 OCT 2011

DELIVERED



Rs.

Rupees :

12950.00

Twelve Thousand One Hundred Fifty -
Only

Cashier / Accountant



Signature / Designation

Certificate n/s. 32(A) (B) of the Bombay
Stamp Act, 1958.

Office of the
Collector of Stamps

Cate No. 1A/3225/2011

Date 12/10/2011

Received from Shri. Nirmal Nagar Panchsathra CHS Ltd.
residing at Bandra

stamp duty of Rs. 12850/-

Rs. Twelve Thousand Eight Hundred Fifty only

vide challan No. 4 Dated 20/10/2011

Certified under Section 31(a) of the

Bombay Stamp Act, 1958 the full duty

of Rs. 12850/- Twelve Thousand Eight Hundred Fifty only.

with which this instrument is chargeable has

been paid vide challan No. 36 (iv)...

of schedule.

This certificate is subject to the provisions

of section 33-A of the Bombay Stamp Act, 1958

Place Andheri

Date

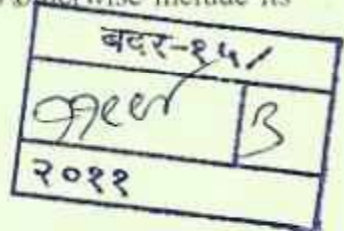
21 OCT 2011

Collector of Stamps
Andheri



Subject to the Provision of
Section-53-A of the
Bombay Stamp Act, 1958

THIS INDENTURE OF LEASE made at Mumbai this 25th Day of Oct 2011
(Two Thousand Eleven) between the MAHARASHTRA HOUSING AND
DEVELOPMENT AUTHORITY a statutory Corporation Constituted under the
Maharashtra Housing and Area Development Authority Act 1976, (Mah. XXVIII of
1977), (hereinafter referred to as 'the said Act') having its office of Griha Nirman
Bhavan, Kala Nagar, Bandra(East), Mumbai - 51, 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



Nirmal Nagar "Panchsathra" Co-operative Housing Society Ltd, Co-operative Society duly
registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961)
and bearing Registration No. MUM/MHADB/WHE/HSG/(TC)/11247/2001-02 dated
02/06/2001 and having its registered office at Building No.: 5, Nirmal Nagar, Bandra (E),
Mumbai- 400051. 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:

White

LP



AND WHEREAS the Authority has possessed or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 470.24 Sq. Meters situated at S.NO. 426(Part), City Survey No. 418 (Part) being part of the Authority's land at Nirmal Nagar, Bandra (East), Mumbai- 400051.in the registration sub district of Bandra, Mumbai Suburban District and more particularly described in the Schedule I hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as 'the said land') for residential use.

AND WHEREAS, the building No. 5 situated at Nirmal Nagar, Bandra (East), Mumbai- 400 051 Mumbai consisting of 32 tenements constructed on the said land for residential use (hereinafter referred to as 'the said building') is being conveyed to the society by a Sale deed of even date between the Authority and the society and it is now expedient and necessary to lease the said land underneath and appurtenant to the said building to the said society:

AND WHEREAS, the Authority has agreed to lease the said land and the society has agreed to accept such lease for a period of Thirty years & renewable by 30/30 years twice with effect from the 01/04/1995 on the terms, conditions, rents and covenants hereinafter appearing.

AND WHEREAS, it is expedient and necessary to execute the Indenture of Lease in favour of the society in pursuance of the above mentioned agreement.

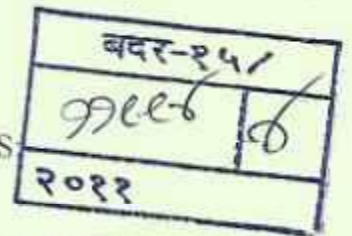
AND WHEREAS, before the execution of these presents the Society has paid a sum of Rs. 46080/- (Rupees Fourty Six Thousand Eighty Only) towards premium and Rs. 18432/- (Rs. Eighteen Thousand Four Hundred Thirty Two Only) towards lease Rent for the period from 01/04/1995 to 31/03/2011 (the receipt of which the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS

1. In consideration of the above said sum of Rs. 46080/- (Rupees Fourty Six Thousand Eighty Only) towards premium and Rs. 18432/- (Rs. Eighteen Thousand Four Hundred Thirty Two Only) towards lease Rent for the period from 01/04/1995 to 31/03/2011 paid by the Society to the Authority before the execution of these presents (the receipt of which the Authority before doth hereby admit and acknowledge) and in consideration of the Rent and covenants hereinafter reserved

[Signature]

[Signature]





and contained the Authority doth hereby demise by way of lease unto the Society the said land being a part of the Authority's estate and shown on the plan annexed hereto and thereon bounded on red TO HAVE AND TO HOLD the said land for a term of thirty years & renewable by 30-30 years twice commencing on the 1st day of April 1995 (hereinafter referred to as 'the commencement date') for residential use subject to the terms and conditions hereinafter mentioned yielding and paying therefore during the said terms a sum of Rs. 1152/- (Rs. One Thousand One Hundred Fifty Two Only) p.a. as lease Rent without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly terms begins every years 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;

2. The Society doth hereby covenant with the Authority in the following manner that is to say :-

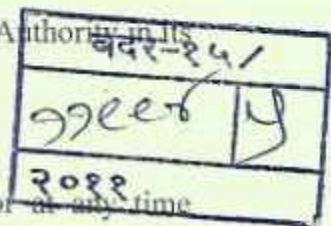
a. to pay as aforesaid the lease Rent of Rs. 1152/- (Rs. One Thousand One Hundred Fifty Two Only) in advance every year on or before the fifth day of the commencement of each year for which the same is payable in the manner aforesaid without any deduction or abetment whatsoever

b. to pay interest on such amount of Lease of Rent or any part thereof or any other dues to be paid by the society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after the date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of 13 ½ % p.a. until the whole of such amount or dues has or have been paid.

c. to peacefully vacate the said land on the expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the case may be and hand over the possession of the same to the Authority in its then existing condition:

d. to abide by all rules regulation Bye-law and conditions now or at any time hereafter duly prescribed by the Government, Municipal Corporation of Greater Mumbai or of the Authority is so far as they relate to the said land:

e. to abide by and be bound by the provisions of the said Act and the rules and regulations and Bye-laws made under the said Act or under any law for the time



Handwritten signatures:
 1. *Blotik*
 2. *Sauk*
 3. *1. Pans*

Handwritten signature/initials.



being in force in so far as they relate to the said land:

f. to bear, pay and discharge all the present and future rates, taxes, cesses, assessments, duties and impositions and outgoings whatsoever assessed, imposed and charged upon the said land by the Government or the Municipal Corporation of Greater Mumbai or any other Local Authority or statutory body under any laws for the time being in force including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the society and all expenses relating thereto if any, and save and keep harmless and indemnified the Authority in respect thereof;

g. The present property taxes come to Rs. 8070/- per year and a Non-Agricultural tax comes to Rs. 384 /- per year.

h. To permit the Authority and its authorized agents at all reasonable time to enter upon the said land and Building erected thereon for the purpose of collection of rent or any other dues or for any other lawful purposes;

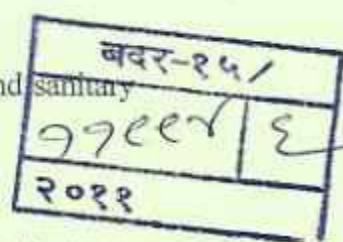
i. Not to assign, sublet, underlet or otherwise transfer in any manner whatsoever including parting with the possession of the whole or a part of said land or its interest there under or benefit of this lease to any person or persons or charge the residential user of the said land or any part thereof without the prior written permission of the Authority;

j. To use the plot as well as building standing there on only for the residential purpose and not for any other use.

k. to keep and maintain the open space of the said land in a clean neat and sanitary condition:

l. to pay full compensation to the Authority for any loss, damage or injury that may be caused to the said land or any part thereof by reason of the excessive user or any act of omission or commission on the part of the society or servant or others in its employment or of the visitors or any other persons coming to or on the said land or to the building and to indemnify the Authority on all such accounts;

Blair *Forster* *Paul*





m. It is agreed that lessee is entitled only to the floor space index (F.S.I.) consumed under the building conveyed to him. Any unutilized FSI for the said land in excess of the said building or any additional FSI becoming available due to any change or modification in the DC Rules and Regulations at any point of time shall be the property of the Authority. The lessee shall be entitled to make a request to the Authority for utilization of such additional or balance FSI. Such request shall be considered on merits and on payment of additional premium and additional lease rent and on additional terms and conditions as determined by the Authority from time to time.

n. That Lessee shall abide by the terms and conditions vis-a-vis Development permission as well as Policies and Guidelines prescribed by the Authority in case Lessor decide to revise the layout as per modified "DCR 33(5)"

o. The lessee in case decide to redevelop the building under DCR 33(9) of the DC Regulation, 1981 shall obtain prior permission of the Authority for execution of the Scheme under DCR 33(9);

p. Not to do or suffer anything to be done on the said land which may cause damage, nuisance, annoyance or inconvenience to the occupants of the adjacent premises of to the Authority or to the neighborhood.



3. The Authority hereby covenants with the society that on the society paying the rents hereby reserved and observing and complying with the duties and obligations of the society herein contained the society shall peacefully hold and enjoy the said land during the said term without any unlawful interruption by the Authority or any person claiming through or under the Authority.

4. It is hereby agreed that the society shall so hold the said land TOGETHER WITH the right in common with the Authority and the occupiers of the adjoining premises of the Authority to use for all purpose the roads and passages made or hereafter to be made by or for the accommodation of the Authority the free passage and running of water and soil coming from any other building and land of the Authority and any other leases of the Authority on the adjoining premises by in or through the channels, water courses made or to be made upon or under the said land or any at them or any part thereof.

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१०/११	

[Signatures]



5. The Authority shall at all times have power, without obtaining any consent of or making compensation to the society to deal as the Authority may think fit, with any of the lands and premises adjoining or opposite or adjacent to the said land and have power to erect or permit to be erected on such adjoining, opposite or adjacent lands or premises any building whatsoever whether building shall, or shall not affect or diminish the light or air which may now or any time during the term hereby granted be enjoyed by the society or the occupants of the said land or any part thereof and also have power to permit any such Building to be used for any purposes which the Authority may approve.

6. It is hereby agreed and declared that all moneys, sums dues and other charges payable by the society under these presents shall be deemed to be arrears of rent payable in respect of the said land and shall be recoverable from the society in the same manner as arrears of land revenue as provided in the Section 67 and 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights, powers and remedies of the Authority in this behalf.

7. It is hereby also agreed that if the lease rent hereby reserved or any part thereof or other dues, if any together with interest thereon, if any, to be paid by the society shall be in arrears for ninety days after becoming payable (whether partially demanded or not) or if the society fails to observe any of the terms, conditions or covenants stipulated hereby then and in any of the said events it shall be lawful for the Authority at any time thereafter by giving ninety days notice to terminate the lease forthwith and thereupon re-enter upon and take possession of the said land the building and other erections, fixture materials, plants, chattels and effects thereupon and to hold and dispose of the same as the property of the Authority, if this lease had not been entered into and without making to the society any compensation or allowances for the same. It is hereby further agreed that the rights given by this clause shall be without prejudice to any other right of action of the Authority in respect of any breach of the covenants herein contained by the society and it shall be lawful for the Authority to remove the society and all other persons in or upon the said land or any part thereof, and its effects there from without in any way being liable to any suit, action indictment or other proceedings for trespass damage or otherwise provided that if the society complies with the requirements of the aforesaid notice within the period stipulated in such notice or within such extended period as the Authority may permit in writing the Authority shall not exercise the said right of re-entry.



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Blaise *Smith* *12/12/22*



8. The society shall comply all the legal requirements including payment of Stamp Duty required either for the purpose of Agreement with the allottees or for the purpose of utilization of TDR/Balance FSI in pursuance of NOC granted by the Mumbai Board. In case any complaint is received for non payment of stamp duty, registration of any documents required to be stamped in accordance with law, then the NOC is liable to be cancelled. The allottees/society shall submit an Affidavit-cum-Undertaking to the effect that they will comply all the necessary legal requirements including payment of Stamp Duty and Registration charges.
9. The said land is leased for a period of Thirty years from the date of commencement i.e. 01/04/1995 and the lease shall be renewable by 30 years period twice on the terms and conditions determined by the Authority from time to time.
10. Any notice intimation or demand required to be given or made by the Authority on the society under this deed of lease shall be deemed to be duly and properly given or made if given by the officer duly authorized by the Authority in that behalf and shall be deemed to be duly served if addressed to the society and delivered or affixed at the said land or at the address of the office of the society as stated in the deed and any notice to be given to the Authority will be sufficient service if addressed to the office President and Chief-Executive Officer of the Authority and delivered at his office.
11. The society shall bear and pay all costs, charges and expenses and procedural charges of and incidental to the correspondence, preparation, execution and completion of this lease in duplicate thereof incurred by the Authority including stamp duty registration charges, out of pocket expenses and other outgoings in relation thereto and those occasioned to the Authority by reasons of any breach of terms conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.
12. The land under the building and the land appurtenant should construe to mean land which is required for setback, etc..., of the building. Only these are leased to the Society. All other balance lands in a layout therefore would remain the property of MHADA.

IN WITNESS WHEREOF the signature of Shri. S.B. Arote, O.S.D. (Conv.) Mumbai Housing and Area Development Board, Mumbai for and on behalf of Maharashtra Housing And Area Development Authority has been set hereunder and the seal of the Authority has also been affixed and attested by the officer of the Authority.

Arote S.B. Arote V. D. Arote

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and the Signature of Shri. Ramesh Baburao Mohite -Charman, Shri Sudhakar Pandurang Kshetri- Secretary and Smt. Ranjana Dajiram Dodke- Member for and on behalf of the society and the seal of the society have been affixed hereinto the day and year first above written under the authority of the Society given to them to execute these presents for and on behalf of the society vide society's General Body's Resolution passed in its meeting held on 18/12/2010.

SCHEDULE - 1

All that piece or parcel of land or ground of plot situated and lying underneath and appurtenant to Building No. 5 at Survey No. 426(Part) and C.T.S. NO. 418 (Part) of Nirmal Nagar, Bandra (East), Mumbai- 400051 in the Registration Sub- District of Bandra, District of Mumbai city admeasuring 470.24 Sq.mtr. hereabout and bounded as follows that is to say -

On or towards the North by : 12.19 m. Road
On or towards the West by : R.G. 11 & 4 and Road.
On or towards the South by : Huts
On or towards the East by : Huts

[Signature]

[Signature]

[Signature]



वदर-१५/	
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