

ANNEXURE 'C'

(See Item Sixth)

BYE-LAWS OF THE CONDOMINIUM

CHAPTER I

1. Short Title and Application:-

1. These bye-laws may be called the Bye-laws of the N.L.G. Apt. Basmari Area, 6th Condominium.
2. The Provisions of these bye-laws apply to the N.L.G. Apt. Basmari Area, 6th Condominium.

All present or future owners, tenants, future tenants, or their employees, or any other person that might use in any manner the facilities of the building as herein after defined are subject to the regulations set forth in these bye-laws.

The mere acquisition or renting or taking on licence of any of the family units (hereinafter referred to as "Units") of the building or mere act of occupancy of any the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. Definitions:- In these bye-laws, unless the context requires otherwise:-

- (a) "Act" means the Maharashtra Apartment Ownership Act, 1970;
- (b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the N.L.G. Condomn. No. 10 Condominium.
- (c) "Board" means a Board of Managers consisting of persons every one of whom shall be an owner of an apartment in the Condominium
- (d) "Building" means the building or buildings located at Sector-9, New M. and known as the N.L.G. Condomn. No. 10 Condominium, and includes the land forming part thereof;
- (e) "Declaration" means the Declaration which the sole owner of the building has executed and registered as provided in Section 2;
- (f) "Majority of Owners" means those owners holding more than fifty per cent (50%) of the votes in accordance with the percentage assigned in the Declaration;
- (g) "Owner" or "Apartment Owner" means the person owning an apartment in the N.L.G. Condomn. No. 10 Condominium;
- (h) "Section" means a section of the Act;
- (i) "Unit" means a family unit in the N.L.G. Condomn. No. 10 Condominium;
- (j) "Registrar" means the Registrar of Co-operative Societies;
- (k) "The Corporation or the Grantor" means the City and Industrial Development Corporation of Maharashtra Limited, a Company incorporated under the Companies Act, 1956, having its registered office at 'Nirmal', Narimann Point, Bombay-400 021 and shall include its successors and assigns.

3. Apartment Ownership:- The building located at Sector-9, New M. street in the City of New Bombay in the Thana District known as N.L.G. Condomn. No. 10 Condominium is submitted to the provisions of the Act.

V. S. Chitambar
Manager (Town Managers)
DCO LTD. 11, 4/1
New Bombay-400 614

**CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA
LIMITED**

Owner's Declaration under section 11 of the Apartment Ownership Act, 1970

In the City of New Bombay, Dist. Thane on this 4th day of April 1976 I, A. N. Sabnis of City and Industrial Development Corporation of Maharashtra Ltd., a Company incorporated under the Companies Act, 1956, having its registered office at "Nirmal", Nariman Point, Bombay-4, who is fully empowered and qualified to execute this Deed for and on behalf of the said City and Industrial Development Corporation, hereinafter referred to as "the Grantor" do hereby state for and on behalf of the Grantor:

FIRST: That the Grantor owns the following free-hold land situated in the City of New Bombay, District Thane Tehsil Thane Village Thane which is described as follows, namely:

S. No.	Name of Village	S. No./Cat No.	Plot No.	Govt. or Private land	Boundaries
	<u>Sirgavane</u>	<u>240 put</u>		<u>Govt.</u>	on the North by <u>open space</u>
	<u>Dabave</u>	<u>106 put</u>	<u>10</u>	<u>private</u>	on the East by <u>open space</u>
	<u>Nesul</u>	<u>137 B pt.</u>		<u>land</u>	on the South by <u>Tata Power line</u>
					on the West by <u>10 mt. wide road</u>

which has been vested in the Grantor by the Collector of Thane by his Order No. RB/WS/14/1509/2 dated 14-10-72, RB/WS/14/1521/2 dt. 2-11-72, RB/WS/14/1240/74 dated 18-8-72, RB/WS/14/23/74 dt. 18-8-72


 Manager (Town Services)
 CIDCO LTD. Belapur
 New Bombay-400 614

SECOND : That the Grantor has constructed on a portion of the land described above buildings known as N.L.C. type buildings, according to the plans attached hereto as Annexure 'A' which were approved by the Grantor on the day of 1926, and which are made a part hereof. The postal address of Annexure 'A' the buildings is THE APARTMENT OWNERS ASSOCIATION, CONDOTTI, VILLAGOSAVANE, NEW DELHI District Thane Sector 9 Devsave

THIRD : That each of the said buildings consists of two ground floor and upper floors. The ~~ground floors will be used for commercial facilities.~~ The ground and two upper floors consists of individual apartments all for residential purposes. They are all capable of individual utilisation on account of having their own access to a common area and use of the common facilities of the building, and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right there to and each apartment constituting a heritable and transferable, immovable property within the meaning of any law for the time being in force (hereinafter referred to as "family unit"), and also an undivided interest in the common areas and facilities of the building, as listed here in after in this Declaration, necessary for their adequate use and enjoyment and hereinafter referred to as "common areas and facilities", all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970 (hereinafter referred to as "the said Act").

FOURTH : 1. That the aforesaid building have a total building area of 4106.28 Square Metres of which 3904.12 Square Metres will constitute family units, and 202.16 Square Metres will constitute common areas and facilities. The area of the land of the plot of the condominium is 46.00.75 square metres.

2. The Grantor hereby submits to the provisions of the said Act (i) the said buildings with all improvements, and (ii) the said portion of land which is being demised by the Grantor to the Apartment Owners Association of Apartment Owners which will be constituted in pursuance of the provisions of the said Act by a Lease for a term of sixty years as per Annexure 'A' the Form of Lease hereto annexed and marked Annexure "A".

FIFTH : That this condominium (meaning joint control shall be known as "The N.L.C. and facilities of the buildings will be as follows :-

[Handwritten Signature]

Manager (Tax & Surveys)
CISCO Ltd.

HL-6 type building is ground floor + 3 upper floors or G + 2 upper floors structure with one staircase.

FAMILY UNITS :

On the ground floor 4 family units and on the first, second and third 4 family units per floor or the total 16 flats in a building or 12 flats in case of G + 2 building. Each family unit is equipped with water taps and necessary light points, fan hooks. The family units are described hereunder. (The dimensions of units as a whole include all the outside walls and one-half partition wall between two units but exclude staircase bay. The dimensions of the components of a family unit, represent carpet area). All the family units admeasure 42.62 Sq.M. (carpet area) The units are as specifically shown in Annexure 'A' to this declaration.

Each family units consists of the following rooms :

- Living - 12.07 Sq.M., Bed room- 1 - 7.69 Sq.M.
- Bed room- 2 - 7.50 Sq.M. Kitchen - 4.49 Sq.M.
- Bath - 1.47 Sq.M. W.C. - 1.12 Sq.M.
- Lobby - 3.71 Sq. M. and Balconies - 3.77 Sq. M.

Common Areas and Facilities :

- 1. Water supply lines
- 2. Drainage network.

The staircase bay with landing at various floors as shown in the Annexure 'A' hereto consisting of 42.56 Sq.M. or 31.92 Sq.M. in case of G + 2 building described as follows :

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- Ground floor : 10.64 Sq.M.
- First floor : 10.64 Sq.M.
- Second floor : 10.64 Sq.M.
- Third floor : 10.64 Sq.M.

Janager (Town Services)
IDCO LIP II
New Delhi-110061

The following facilities located through the building and as shown in Annexure 'A' hereto :

- 1. Staircase in building which lead from ground floor landing to the Second or Third floor landing.
- 2. Water supply and plumbing network throughout the building but outside the family units and common light points in the stairway.
- 3. The electricity wiring network and meter cupboard.
- 4. The foundations footings, main walls, columns, beam slabs, roofs of the building as described in the plans which form part of the Deed as Annexure 'A'.
- 5. All apparatus and installations existing for common use.

1. Family Units. In each of the ground and upper floors, there are family units. The said family units will be numbered consecutively in Arabic numerals in clockwise direction on each floor and indicated by two numerals-the first showing the floor number and the other the apartment number.

The family units are described hereunder. (The dimensions of a family unit include all the outside walls and one-half of the block partitions but exclude bearing walls.)

Family Units No

These units measure Square Meters as specifically shown in Annexure 'A' to this Declaration.

Their main door has access to the corridor of the respective floors.

These family units consist of the following rooms : One room of Square Meters, another room of Square Meters, a kitchen of

Square Meters, which includes the sink, or washing area and a sanitary block of Square Meters. In addition, the family units have passages measuring Square Meters and a balcony/balconies facing street of Square Meters.

Family Units No.

These units measure Square Meters as specifically shown in Annexure 'A' to this Declaration.

Their main door has access to the corridor of the respective floors.

These family units consist of the following rooms: One room of Square Meters, another room of Square Meters, a kitchen of Square Meters, which includes the sink, or washing area and a sanitary block of Square Meters. In addition, the family units have passages measuring Square Meters and a balcony/balconies facing Street of Square Meters.

Family Units No.

These units measure Square Meters as specifically shown in Annexure 'A' to this Declaration.

Their main door has access to the corridor of the respective floors.

These family units consists of the following rooms : One room of Square Meters, another room of Square Meters, a kitchen of Square Meters, which includes the sink, or washing area and a sanitary block of Square Meters. In addition, the family units passages measuring Square Meters and a balcony/balconies facing Street of Square Meters.

2. Common areas and facilities : (a) The leasehold land referred to in paragraph Fourth (2) of this Declaration. (b) A basement as shown in Annexure 'A' attached here to and consisting of Square Metres. (c) Internal roads and pathways as shown in Annexure 'A' attached hereto and measuring Square Metres. (d) Parking facilities as shown in Annexure 'A' attached hereto and consisting of Square Metres. (e) The ground for open area as shown in Annexure A hereto and consisting of a garden/lawn children playing area showks etc measuring Square metres.

(f) The following facilities located in the ground floor :-

(1) Commercial areas and facilities as shown in Annexure 'A' hereto, consisting of Square Metres and described as follows :

(2) A lobby/passage on each floor as shown in Annexure 'A' hereto, consisting of Square Metres and described as follows :-

(3) An office room on the ground floor of building No. consisting of Square Metres as shown in Annexure 'A' (g) The following facilities located throughout the building and as shown in Annexure 'A' hereto;

(1) elevator (s).

(2) One / Two stairway (s) of Square Metres in each building which lead (s) from the open court / ground floor to the floor.

(3) Water tank (s) located on the roof of the building.

(4) Elevator penthouse with corresponding elevator equipment located on the roof of the building.

(5) Plumbing net-work throughout the building.

(6) Electric wiring net-work throughout the building.

(7) Necessary lights, telephone and public water connections.

(8) The foundations and main walls, columns, girders, beams, and roofs of the building as described in the plans which form part of this Deed as Annexure 'A' hereto.

(9) Tanks, pumps, motors, fans, firefighting equipment, garbage, chutes and in general all apparatus and installation existing for common use.

SIXTH : (a) That the right, title and interest of each owner of a family unit in the common area and facilities listed under Paragraph Fifth and their proportionate share in the profits and common expenses in the said common areas and facilities, as proportionate share in the profits and common expenses in the said common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 Condominium is based on the proportionate value of each family unit to the total value of all family units as shown in Annexure 'B'.

Annexure 'B'

Annexure 'C'

(b) The proportionate representation for voting purposes provided herein may be limited in accordance with the provisions of the Bye Laws attached hereto as Annexure 'C'.

(c) Apartment/Apartments and the percentage of undivided interest in the common areas and facilities appertaining to the/apartments or each apartment are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH : That the administration of N.C.E. Apartment, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 Condominium consisting as aforesaid of the buildings and the said leasehold land described in paragraph Fourth (2) of this Declaration shall be in accordance with the provisions of this Declaration and with the provisions of the Bye Laws which form part of this Declaration and are attached hereto as Annexure 'C'.

EIGHTH : That as appears above, a scheme of apartment ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment ownership Act, 1970 so that the family units may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and use of the common facilities of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities.

NINTH : That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Declaration and of the Annexures 'A', 'B' and 'C' attached hereto and the Grantor covenants to take no action which will adversely affect the right of the Association of Apartment Owner with respect to assurances against patent defects in the building or other rights assigned to the Association/Apartment Owners by reason of the establishment of the 111, 112, 113, 114, 115, 116, 117, 118, 119, 120 Condominium.

TENTH : That the common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

ELEVENTH : That the percentage of the undivided interest in the common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendments to this Deed duly registered.

TWELTH : That the undivided interest in the common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the Conveyance or other instrument.

THIRTEENTH : That each apartment owner shall comply with the provisions of this Declaration, the Byelaws and decisions and resolutions of the Association of Apartment owners and failure to comply with any such provisions, decisions or resolutions shall be grounds for and to recover sums due, for damages, or for injunctive relief.

Manager (Town Services)
CIDCO LTD. PUNE
A. S. Band

FOURTEENTH : That the dedication of the property to the Scheme of Apartment Ownership under the said Act shall not be revoked, and the property shall not be removed from the Scheme of Apartment Ownership, or any of the provisions herein shall not be amended unless all or the apartment owners and the mortgagees of all the mortgagees covering the units unanimously agree to such revocation, or amendment, or removal of the property from the scheme by duly registered instruments.

FIFTEENTH : That no apartment owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities of by the abandonment of his family unit.

SIXTEENTH : All sums assessed by the said Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or Municipal taxes or both, and (2) all sums unpaid on a first mortgage of the apartment.

SEVENTEENTH : That all present or future owners, tenants, future tenants or any other person that might use the common facilities of the building in any manner, are subject to the provisions of this Declaration and that the acquisition by purchase, inheritance or otherwise rental of any of the family units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this Declaration are accepted and ratified. The respective family units shall not be rented or given on leave and licence or care-taker basis by the apartment owners thereof for a purpose other than residential purpose. The apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and licence or caretaker basis provided that such lease, leave or licence or care take basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bye-Laws in Annexure 'C' attached hereto.

EIGHTEENTH : That if the property is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act, 1970.

NINETEENTH : That, where a family unit is sold by a mortgagee in exercise of his powers of sale under an english mortgage or by a Court in execution of a decree in a suit brought by a Mortgagee against the owner of such family unit, then neither the Mortgagee nor the purchaser who derives title to the family unit at such sale, or his successors or assigns shall be liable for assessments by the said Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charges shall be subordinate to such mortgage.

TWENTYETH : That in a voluntary Conveyance of a family unit the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses up to the time of the transfer or Conveyance without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee thereof. However any such transferee shall be entitled to a Statement from the Manager or Board of Manager of the Association as the case may be setting forth the amount of the unpaid assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the family unit conveyed be subject to a charge for any unpaid assessments made by the Association of Apartment owners against the transferor in excess of the amount therein set forth.

V. G. Ghosh

MANAGER (SIGNED)
CHCO 2nd

ANNEXURE 'B'

(See Item sixth).

Statement showing the proportionate share in Common areas and facilities, profits and expenses as well as proportionate representation for voting purposes of various apartments, in NL 6 type buildings.

No. of apartment	Value of		Proportionate share
	all apartments	Particular apartment	
NL 6 Bldg. No. 14 to 20	79,31,400=00	95,150=00	1.215

Annexure - A

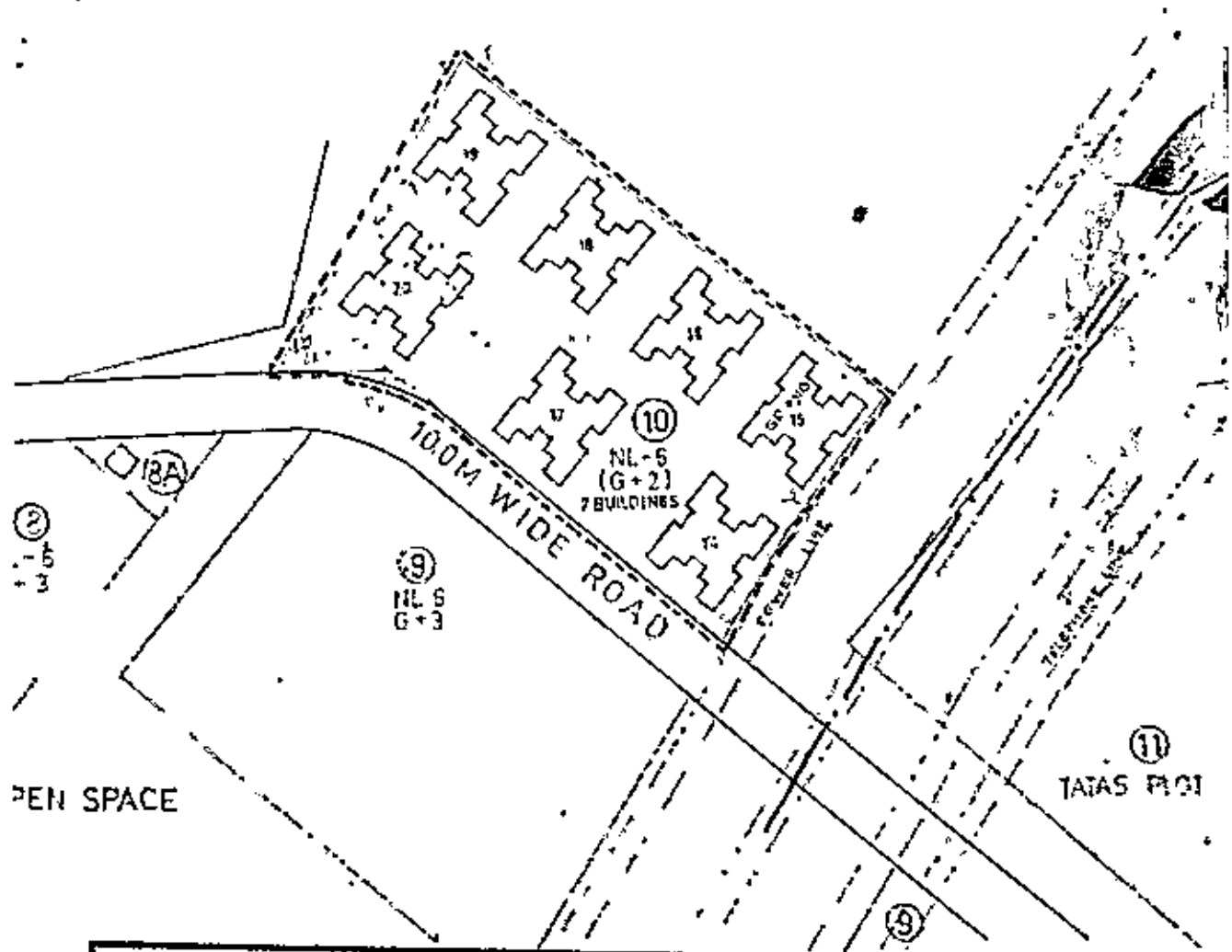
23


TYPE NL-6 (701001 111070)
 APARTMENTS OWNERS
 ASSOCIATION
CONDOMINIUM NO.10
 SECTOR 9 PLOT NO.10
 NEW BOMBAY NERUL P-1

INFORMATION	
PLOT AREA	311
BUILTUP AREA	2106.28
COMMON AREA	207.16
FLOORS	G+2, G.
NO. OF UNITS	72+1=76

NOTE: ALL DIMENSIONS AND AREA ARE IN METRIC SYSTEM.
 CONDOMINIUM PLAN MAY VARY AS PER PLAN

NO ADDITIONAL BUILT UP AREA WILL BE PERMISSIBLE FAMILY UNITS AREA = 3504.12



AREAS/ DIMENSIONS CHECKED BY	<i>[Signature]</i>	<i>[Signature]</i>	 NORTH
DIVISIONAL ENGINEER			
<i>[Signature]</i>	ASSTY. PLANNER	SENIOR PLANNER	DATE 2-1 JULY 55
CIDCO	CITY AND REGIONAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED	CIDCO	SCALE 1:1000
		Manager (Town Services) CIDCO Ltd. Belapur New Bombay-400 614	DRG. NO. PLG/EST/

Manager (Town Services)
 CIDCO Ltd. Belapur
 New Bombay-400 614

Name of village - Shizavane ; Nand ; Dabane
 S. Nos. _____ 248 Part; 137 B Part & 186 Part
 Plot Area - 10 Ecov. land, & Private land. 10/10
 & Gate line.

North - Open Space
 East - Open Space
 South - Data power line
 West - 10. mtrs. wide Road

—/—

Collector Tamm's visiting order.

- ① No. RB/WS/IV/1508/72 dt. 24-10-72
- ② No. RB/WS/IV/1551/72 dt. 2-11-72
- ③ No. RB/WS/IV/1240/72 dt. 18-8-72
- ④ No. RB/WS/IV/237/72 dt. 18-8-72

ANNEXURE 'C'

(See Item Sixth)

BYE-LAWS OF THE CONDOMINIUM

CHAPTER I

1. Short Title and Application :-

1. These bye-laws may be called the Bye-laws of the N.L.C. Apt. Rayani Apts, Condon. No. 10 Condominium.
2. The Provisions of these bye-laws apply to the N.L.C. Apt. Rayani Apts, Condon. No. 10 Sector 9, N.E.M.U. Condominium.

All present or future owners, tenants, future tenants, or their employees, or any other person that might use in any manner the facilities of the building as herein after defined are subject to the regulations set forth in these bye-laws.

The mere acquisition or renting or taking on licence of any of the family units (hereinafter referred to as "Units") of the building or mere act of occupancy of any the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. Definitions :- In these bye-laws, unless the context requires otherwise :-

- (a) "Act" means the Maharashtra Apartment Ownership Act, 1970;
- (b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the N.L.C. Condon. No. 10 Condominium.
- (c) "Board" means a Board of Managers consisting of persons every one of whom shall be an owner of an apartment in the Condominium
- (d) "Building" means the building or buildings located at Sector 9, N.E.M.U. and known as the N.L.C. Condon. No. 10 Condominium, and includes the land forming part thereof;
- (e) "Declaration" means the Declaration which the sole owner of the building has executed and registered as provided in Section 2;
- (f) "Majority of Owners" means those owners holding more than fifty per cent (50%) of the votes in accordance with the percentage assigned in the Declaration;
- (g) "Owner" or "Apartment Owner" means the person owning an apartment in the N.L.C. Condon. No. 10 Condominium;
- (h) "Section" means a section of the Act;
- (i) "Unit" means a family unit in the N.L.C. Condon. No. 10 Condominium;
- (j) "Registrar" means the Registrar of Co-operative Societies;
- (k) "The Corporation or the Grantor" means the 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 and shall include its successors and assigns.

3. Apartment Ownership:- The building located at Sector 9, N.E.M.U. street in the City of New Bombay in the Thana District known as N.L.C. Condon. No. 10 Condominium is submitted to the provisions of the Act.

[Signature]
Manager (Town Development)
DCO III, B.apur
New Bombay-400 014

ANNEXURE 'C'

(See Item Sixth)

BYE-LAWS OF THE CONDOMINIUM

CHAPTER I

1. Short Title and Application:-

1. These bye-laws may be called the Bye-laws of the NLG Apt. Owners Assn, Condmn No 10 Condominium.
2. The Provisions of these bye-laws apply to the NLG Apt. Owners Assn, Condmn No 10 Sector 9, New V. B. Condominium.

All present or future owners, tenants, future tenants, or their employees, or any other person that might use in any manner the facilities of the building as herein after defined are subject to the regulations set forth in these bye-laws.

The mere acquisition or renting or taking on licence of any of the family units (hereinafter referred to as "Units") of the building or mere act of occupancy of any the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. Definitions:- In these bye-laws, unless the context requires otherwise:-

- (a) "Act" means the Maharashtra Apartment Ownership Act, 1970;
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- (c) "Board" means a Board of Managers consisting of persons every one of whom shall be an owner of an apartment in the Condominium
- (d) "Building" means the building or buildings located at Sector 9, New V. B. and known as the NLG, Condmn No 10 Condominium, and includes the land forming part thereof;
- (e) "Declaration" means the Declaration which the sole owner of the building has executed and registered as provided in Section 2;
- (f) "Majority of Owners" means those owners holding more than fifty per. cent (50%) of the votes in accordance with the percentage assigned in the Declaration;
- (g) "Owner" or "Apartment Owner" means the person owning an apartment in the NLG Condmn No 10 Condominium;
- (h) "Section" means a section of the Act;
- (i) "Unit" means a family unit in the NLG Condmn No 10 Condominium;
- (j) "Registrar" means the Registrar of Co-operative Societies;
- (k) "The Corporation or the Grantor" means the 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-400 621 and shall include its successors and assigns.

3. Apartment Ownership:- The building located at Sector 9, New V. B. street in the City of New Bombay in the Thana District known as NLG Condmn No 10 Condominium is submitted to the provisions of the Act.

V. S. Chitambar
Manager (Joint Members)
PCO LTD. H. 4/501
New Bombay-400 614

4. Objects of Association:— (1) The objects of the Association shall be —

- (a) to be and to act as the Association of Apartment Owners of the building called... *N.C.G. at Sector-9, New Delhi* (herein called "the said building")
- (b) to invest or deposit moneys;
- (c) to provide for the sanitation, general upkeep, maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose;
- (d) to retain and rent or licence if possible, suitable portions of the common areas to outsiders for commercial purposes, and to distribute the common profits left after deducting the Common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund;
- (e) to provide for and do all or any of the matters provided in sub-section (2) of Section 16;
- (f) to advance, with the consent of the apartment owners, any short term loans to an apartment owners in case of any emergent necessity, and to provide for the repayment thereof in lump sum or in instalments;
- (g) to establish and carry on, on its own account, or jointly with individuals or institutions, educational, social and recreative activities for the benefit of the apartment owners;
- (h) to frame rules, with the approval of the general meetings of the Association and after consulting the competent authority to establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association;
- (i) to do all things necessary or/and otherwise provided for the welfare of its employees expedient for the attainment of the objects specified in these bye laws.

2 The association shall not act beyond the scope of its objects without duly amending the provisions of these byelaws for the purpose.

5. Members of Association:— (1) All person who have purchased apartments in the *N.C.G. Apt. Owners Assn, Condemn, No. 10, Sector-9, New Delhi* Condominium shall automatically be the members of the Association, and shall pay the sum of one rupee as entrance fee and shall purchase atleast one share of the face value of Rs. 100. Each apartment owner shall receive a copy of the bye-laws on payment of one rupee. (2) Upon any apartment owner selling the apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association. (3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate in case he had not made any specific bequest of the apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purposes of admis-

(Signature)
 LUXO Ltd.

Condominium as
apartment owner or joint apartment owners. Where any legatee is a minor, the apart-
ment owner shall be entitled to appoint a guardian of such minor.

- 6. Joint apartment owners:- Where an apartment has been purchased by two or more persons jointly they shall be jointly entitled to the apartments and shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.
- 7. Holding of one share compulsory:- Every apartment owner must hold atleast one share of the Association. (joint apartment owners holding the shares jointly).
- 8. Disqualifications :- No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears on the last day of the year in respect of his contributions for common expenses to the Association for more than 60 days.

CHAPTER II

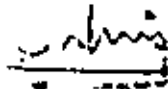
VOTING, QUORUM AND PROXIES

- 9. Voting:- Voting shall be on a percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.
- 10. Quorum:- Except as otherwise provided in these bye-laws, the presence in person of a majority of owners shall constitute a quorum.
- 11. Votes to be cast in person:- Votes to be cast in person.

CHAPTER III

ADMINISTRATION

- 12. Powers and duties of Association:- The Association will have the responsibility of administering, preserving and protecting the property of the N.L.G. Condo. No. 10 Condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, casting votes in person.
- 13. Place of Meetings:- Meetings of the Association shall be held at a suitable place convenient to the owners as may from time to time be designated by the Association.
- 14. Annual Meetings:- The first annual meeting of the Association shall be held on..... (Date). Thereafter, the annual meetings of the Association shall be held on the(1st, 2nd, 3rd, 4th)..... (Monday, Tuesday, Wednesday, etc.) of(month) each succeeding year. At such meeting there shall be elected by ballot of the apartment owners a Board of Managers in accordance with the requirements of bye-law 23. The owners may also transact such business of the Association as may properly come before them.



 Manager (Secretary)
 CIPCO LTD. Bangalore
 N. W. Bombay - 40614

- 15. **Special Meeting:**— It shall be the duty of the President to call a special meeting of the apartment owners as directed by a Resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary, or at the request of the Housing Commissioner, or as the case may be, the Registrar or any other officer duly authorised by him in this behalf. The notice of any special meetings shall state the time and place or such special meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.
- 16. **Notice of Meetings:**— It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner, at least 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in the bye-law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.
- 17. **Adjourned Meetings:**— If any meeting of owners cannot be organised because a quorum has not attended, the owners who are present, may adjourn the meeting to a time not less than forty-eight hours from the time that the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.
- 18. **Order of Business:**— The order of business at all meetings of the owners of units shall be as follows:
 - (a) Roll Call (b) Proof of notice of meeting or waiver of notice, (c) Reading of minutes of preceding meeting, (d) Reports of Officers, (e) Report of the Housing Commissioner or the Registrar or of the Officer duly authorised by them if present (f) Report of Committee, (g) Election of Board of Managers, (h) Unfinished business, if any, (i) New business.

CHAPTER IV

BOARD OF MANAGERS.

- 19. **Management of Association:**— The affairs of the Association shall be governed by a Board of Managers not exceeding 12 in number.
- 20. **Powers & Duties of Board:**— The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law or by these bye-laws directed to be exercised and done by the owners.
- 21. **Other duties:**— In addition to duties imposed by these bye-laws or by resolution of the Association, the Board shall be responsible for the following that is to say:—
 - (a) care, upkeep and surveillance of the NLG..... Condominium and the common areas and facilities and the restricted common areas and facilities;
 - (b) collection of monthly assessment from the owners;
 - (c) designation employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the..... Condominium the common areas and facilities and the restricted common areas and facilities;



- (d) to provide for the manner in which the audit and accounts of the Association, shall be carried out;
- (e) to inspect the accounts kept by the Secretary and/or the treasurer, and examine registers and account books and to take steps for the recovery of all sums due to the Association;
- (f) to sanction working expenses, count cash balance and deal with other miscellaneous business;
- (g) to see that cash book is written up promptly and is signed daily by one of the members of the Board authorised in this behalf;
- (h) to hear and deal with complaints.

22. **Manager**:- The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties and services as the Board shall authorise including but not limited to the duties listed in bye-law 21.

23. **Election and Term of Office**:- At the first annual meeting of the Association, the term of office of one third of the Managers shall be fixed for three years, of another third for two years, and of the last one third for one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The Managers shall hold office until their successors have been elected and hold their first meeting.

24. **Vacancies**:- Vacancies in the Board of Managers caused by any reason other than the removal of a manager by a vote of the Association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

25. **Removal of Managers**:- At any regular or special meeting duly called, any one or more of the Managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there, be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

26. **Organisation Meeting**:- The first meeting of a newly elected Board of Managers shall be held within ten days of election at such place as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

27. **Regular Meetings**:- Regular meetings of the Board may be held at such time and place as shall be determined, from time to time by a majority of Managers, but at least two such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail or telegraph, at least three days prior to the day named for such meetings.

28. **Special Meetings**:- Special Meetings of the Board may be called by the President on three days notice to each Manager, given personally or by mail, or telegraph, which notice shall state the time, place (as herein above provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

Manager (Town Services)
CIDCO LTD. Belapur
New Bombay-400 614

各處... 均應... 遵照... 辦理... 如有... 違者... 定予... 嚴懲... 此令

各處... 均應... 遵照... 辦理... 如有... 違者... 定予... 嚴懲... 此令

CHINA

REGULATIONS OF THE NATIONAL BANK

1. The National Bank shall be established in accordance with the provisions of the National Bank Act...

2. The National Bank shall have the right to issue banknotes and to receive deposits...

3. The National Bank shall be subject to the supervision and control of the Ministry of Finance...

4. In the event of liquidation of the National Bank, the assets shall be distributed in accordance with the provisions of the National Bank Act...

5. The National Bank shall be established in accordance with the provisions of the National Bank Act...

6. The National Bank shall be established in accordance with the provisions of the National Bank Act...

7. The National Bank shall be established in accordance with the provisions of the National Bank Act...

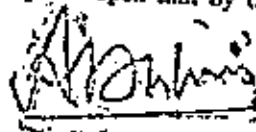
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29. Waiver of Notice:— Before or at any meeting of the Board any Manager, may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such Meeting.
30. Quorum:— At all meetings of the Board, one third of the total strength of the Manager shall constitute a quorum for the transaction of business, and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, regardless of the rule of quorum contained herein.
31. Fidelity Bonds:— The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

CHAPTER V

OFFICERS

32. Designation:— The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Managers. The Board may appoint an Assistant Treasurer, and an Assistant Secretary, and such other Officers as in their judgement may be necessary. (In the case of an Association of one hundred owners or less, the offices of Treasurer and Secretary may be filled by the same person).
33. Election of Officers:— The officers of the association shall be elected annually by the Board of Managers at the organisation meeting of each new Board and shall hold office at pleasure of the Board.
34. Removal of Officers:— Upon an affirmative vote of a majority of the members of the Board any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.
35. President:— The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.
36. Vice President:— The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board from so to act on an interim basis. The Vice-President shall also perform such other duties as shall time to time be imposed upon him by the Board.



Manager (Town Services)
CIDCO Ltd.

37. **Secretary**:- The Secretary shall keep the minutes of all meetings of the Board and the minute of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall in general perform all the duties incidental to the office of Secretary.
38. **Treasurer**:- The Treasurer shall be responsible for Association funds and Securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Managers.

CHAPTER VI

OBLIGATION OF THE APARTMENT OWNERS

39. **Assessments**:- All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the ~~N.C.C. Condominium No. 10~~ Condominium which may include an insurance premium for a policy to cover repair and reconstruction works in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rata according to the value of the unit owned, as stipulated in the Declaration. Such assessments shall include monthly payment to a General Operating Reserve and a Reserve Fund for Replacements.
39. A. The Apartment Owner shall not sell, assign, mortgage, underlet or otherwise transfer wholly or partly his apartment (hereinafter referred to as "the said apartment") except with the previous written permission of the Grantor which permission shall not be refused if the Apartment Owner performs or is willing to perform the following conditions that is to say:
- (1) The Apartment Owner pays to the Grantor one half of the difference between the declared price and the price paid by the Apartment Owner to the Grantor for buying the said apartment. Provided that the payment to be so made by the Apartment Owner to the Grantor shall not be less than Rs. 1,000/-.
 - (2) In the instrument by which the Apartment Owner shall transfer the said apartment, the Apartment Owner binds the transferee not to sell, assign, mortgage, underlet or otherwise transfer wholly or partly the said apartment save and except upon the observance and performance of the conditions herein written.
 - (3) A true certified of the instrument of transfer executed between the Apartment Owner and the transferee is deposited with the Grantor within seven days from the date of its execution.

Explanation (i) : "The declared price" means the price calculated at such rate or rates as may be determined by the Grantor in the months of January and July each year in respect of apartment with reference to their location, plinth areas and permitted users, and displayed in the office of the Grantor."

Explanation (ii) : Nothing contained herein shall apply to mortgage of the said apartment or any part thereof, to the Central Govt., a State Govt., a Nationalised Bank, the Life Insurance Corporation of India, the Maharashtra State Financial Corporation, the Housing Development Finance Corporation Ltd. or an employer of the Apartment Owner or any other financial institution as may be approved by the Grantor from time to time for the purpose of securing a loan borrowed for buying the said apartment.

Manager (Town Services)
CIDCO LTD. B.apur
New Embay-400 614

40. Maintenance and Repair:-

- 1. Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would effect the NLC, Condom. 10 Condominium in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
- 2. All the repairs of internal installations of the unit such as water, light, gas, power, sewerage, telephones, air conditioners, sanitary installations, doors windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.
- 3. An owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

41. Use of Family Units-Internal Charges:-

- 1. All units except units on the floor/s shall be utilised for residential purposes only.
- 2. An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing through the President of the Board if no Manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

42. Use of Common Areas and Facilities and Restricted Common Areas and Facilities:-

- 1. An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of NLC, Condom. 10 Condominium and facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- 2. The NLC, Condom. 10 Condominium shall have elevators devoted to the transportation of the owners and their guests and for freight service, or auxiliary purposes. Owners and tradesman are expressly required to utilise exclusively a freight of service elevator for transporting packages, merchandise or any other object that may affect the comfort or well-being of the passengers of the elevators dedicated to the transportation of owners, residents and guests.

43. Right of Entry:-

- 1. An owner shall grant the right of entry to the Manager or to any other person authorised by the Board or the Association in case of any emergency originating in threatening his unit, whether the owner is present at the time or not.
- 2. An owner shall permit other owner, or their representatives, when so require, to enter his unit for the purpose of carrying out installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

44. Rules of Conduct:-

- 1. No resident of the NLC, Home Owners Assn, Condom. 10 Condominium shall post any advertisement, or posters of any kind in or on the building except as authorised by the Association;

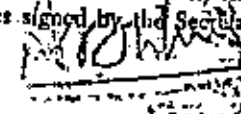
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 Secretary
 CIDCO Ltd.

2. Residents shall exercise extreme care about making noises of the use of musical instruments, radios, television sets and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the municipal sanitary bye-laws or regulation.
3. It is prohibited to hang garments, rugs, etc., from the windows, balconies, or from any of the facades of the N.L.C. Condominium condominium.
4. It is prohibited to dust rugs, etc., from the windows, or to clean rugs etc., by beating on the exterior part of the said Condominium.
5. It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal garbage can;
6. No owner, resident or lessee shall instal wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc., on the exterior of the condominium or that protude through the walls or the roof of the condominium except as authorised by the Association.

CHAPTER VII

FUNDS AND THEIR INVESTMENTS

45. Funds :- Funds may be raised by the Association in all or any of the following ways
Viz :-
 - (a) by shares;
 - (b) by contributions and donations from the apartment owners,
 - (c) from common profits which shall form the nucleus of the Reserve Fund;
 - (d) by raising loans, if necessary, subject to such terms, and conditions as the Association, with the approval of the Competent Authority may determine in this behalf.
46. Investment :- The Association may invest or deposit funds in one or more of the following :-
 - (a) in the Central Co-operative Bank or in the State Co-operative Bank, or
 - (b) in any of the securities specified in section 20 of the Indian Trusts Act, 1882, or
 - (c) in any co-operative bank other than those referred to in clause (a) of this by-law; or in any banking company approved for this purpose by the Association.
47. Affiliation :- Should there be any Federation of apartment owners in the locality in which the N.L.C. Condominium Condominium is situated, the Association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.
48. Accounts :-
 1. A banking account shall be opened by the Association into which all moneys received by or on behalf of the Association, shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 100 for petty expenses. All payments, above Rs. 20, shall be made by cheques signed by the Secretary, and one member of the Board of Managers.

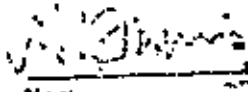

 Manager (Town Services)
 CIDCO LTD. Balapur
 New Bombay-400 614

2. Each apartment owner shall be issued a pass book in which the Secretary shall enter amounts paid to or received for his share in profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.
 3. The Association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing:
 - (a) the profit and loss account;
 - (b) the receipts and expenditure of the previous financial years, and
 - (c) a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at;
 4. The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 15 August, every year.
 5. Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement, a similar list of loanees. The financial statement shall state upto what date profits and expenses of common areas are included.
49. **Publication of accounts and Reports:**— A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.
50. **Appointment of Auditor:**— The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as herein before provided and shall examine the annual financial statement and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specifically report, to the Association in what respect he finds it incorrect, un-vouched or not in accordance with law.
51. **Power of Auditor:**— The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association, upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII

MORTGAGES

52. **Notice to Association:**— An owner who mortgages his unit, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of his mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units."
53. **Notice of Unpaid Assessments:**— The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.


 Manager (Town Services)
 CIDCO Ltd.

CHAPTER IX

COMPLIANCE

54. Compliance:— These Bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case any of these Bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.
55. Seal of the Association:— The Association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of the Board of Managers and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorised by the Association in that behalf.

CHAPTER X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendment of By-laws:— These by-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75% of the total value of all units in the *Apartment* Condominium as shown in the Declaration and further unless the Declaration is amended accordingly with the prior written permission of the Grantor.

[Handwritten Signature]

Re.

Condominium.

CITY AND INDUSTRIAL DEVELOPMENT
CORPORATION OF MAHARASHTRA
LIMITED.

Owner.

OWNER'S DECLARATION

Dated the

day of

Messrs. Little & Co.
Solicitors, Bombay.



20. . f
20th day of 1986

27 JAN 1986

Gooding & Co.
Estate Office
CIDCO LTD. Relapur
New Bombay-400 614

o/s



DEED OF LEASE OF LAND AT NERGA
VILLAGE, TEHSIL THANE DIST-THANE

June THIS DEED OF LEASE made at this *20th* day of *20th* one thousand nine hundred and Eighty... *1986* BETWEEN CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at "Hiran" Nariman point, Bombay-400 021, hereinafter referred to as "the Corporation", the expression shall unless it be repugnant to the context or meaning thereof include its successors and assigns) of the One Part And

(1) *Kothari Vihar Hisolul*

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

WHEREAS :

(1) The Corporation is the New Town Development Authority declared by the Government 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 2 of the Maharashtra Regional and Town Planning Act, 1962 (Maharashtra XXXVII of 1962) (hereinafter referred to as "MRTP Act").

(2) The State Government is, pursuant to Section 113-A of the MRTP Act, vesting in the Corporation and vesting such lands in the Corporation for development and growth.

(3) The Corporation has constructed on one of such lands more or less as shown in the plan and schedule hereunder written (hereinafter described as "the building") a building consisting of apartment of ground and... (hereinafter referred to as "the building")

(12-6/20/24 No. 14 to 20 Sec 113-A)

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New Bombay-400 614



at H Kothari.

(c) The Corporation has by a Declaration dated the 17.3.86 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 North Plot No. 10 Village Nerul New Bombay containing by admeasurement 4000.76 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 Ro. 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.

George
Estate Officer
GIBCO LTD. Belapur
New Bombay-400 614



M. H. Kothari

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 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, sewers, compounds, walls and fences thereunto belonging and all fixtures and additions thereto.

(f) To permit the authorized officers, surveyors and workmen of the Corporation from time to time and at all reasonable times of the day during the term 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 thereof and if upon such inspection it shall appear that any repairs or any works are necessary the authorized 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, sign, neon sign 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.

Handwritten signature
Estate Officer
GIBCO LTD. Relaps
Bombay-400 014



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(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 respective percentage of undivided interest in the common areas and facilities appurtenant to their respective apartments or family units as expressed 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 constituted under any law for the time being in force when the Lessees shall be liable 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 determination thereof to yield up and quietly 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 Corporation in respect of such breach 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 facilities appurtenant thereto in favour of the Life Insurance Corporation of India (hereinafter referred to as "LIC") in respect of which mortgage if any amount is due and payable by the Lessees 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 period of 90 (ninety) days, exercise such right of re-entry and in that event however, the Corporation shall pay to LIC the amount that may be outstanding and payable by the Lessees as mortgagors or mortgagors to LIC under such Mortgage.

Gaithan
Estate Officer
CIDCO LTD. Belapur
New Bombay 400 014



W.H. Kelly

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 Planning 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 occupying or wrongfully 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 Planning 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 therefor.

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 hands hereunto and to the duplicate hereof the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

Name of	Description of land	Govt or Boundaries
Village: <u>Nesul</u>	<u>Survey No. plot No</u>	<u>Govt land</u>
Tehsil: <u>Thane</u>		To the North <u>Open space</u>
District: <u>Thane</u>		To the East <u>Open space</u>
		To the South <u>Tada power line</u>
		To the West <u>10.0 mtrs wide road</u>

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece of land containing by admeasurement 1400 Square Metres or thereabout being plot No. 12 in Sector 9 of the layout of land situated lying and being at Village Nesul Tehsil Thane District in the Registration District Thane Sub District Thane and bounded as follows.

- On the North by— Open space
- On the East by— Open space
- On the South by— Tada power line
- On the West by— 10.0 mtrs wide road

Signature
Estate Office
CIDCO LTD. Belapur
New Bombay-400 614



A VAKIL...

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

[Signature]
Asstt. Law Officer
CIDCO LTD. Belapur
New Bombay-400 614

- (1) Shri Mrs. A.R. Naik
- (2) Shri M.M. G. Peshwani

[Signature]

SIGNED AND DELIVERED by the
Withinnamed Lessee
Shri Kothari Varun H.

V.H. Kothari

IN THE PRESENCE OF.....

- (1) Shri Mrs. P.R. Naik
- (2) Shri M.M. G. Peshwani

[Signature]

SIGNED AND DELIVERED
withinnamed Lessee No. (2)
B INDUSTRIAL DEVELOPMENT
CORPORATION OF MAHARASHTRA
LIMITED by the hand of Shri J.A. Acharya

by the
CITY DEVELOPMENT
MAHARASHTRA
Estate Manager
Estate Officer
J.A. Acharya
CIDCO LTD. Belapur
New Bombay-400 614

IN THE PRESENCE OF

- (1) Mrs. A.R. Naik
- (2) M.M. G. Peshwani

[Signature]

Two copy
made