

Seen on the site, the boundary stone of Plot
No. - 1 Sector No. 28 Node Narnal. Taken over
the physical possession of the said land.



22-4-1983

Shri Co-op. Hsg. Soc. Ltd.

[Signature]
Taken Over.

WE, THE UNDERSIGNED Shri Ganesh Co-op. Hsg. Soc. Ltd.
HAVE THIS 22nd DAY OF April 1993, 1997 RECEIVED POSSESSION
OF A PLOT NO. 1, ROAD NO. _____ ADMEASURING THE AREA
OF 19326.250 METRES OUT OF SECTOR NO. 28 PERTAINING TO REVENUE
VILLAGE Nerul, TALUKA _____ DISTRICT Thane
 earmarked for Residential Use AS PER DEMARCATION
ON SITE AND SHOWN ON THE ENCLOSED PLAN BY RED COLOUR.

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HANDED OVER



Shri Ganesh Co-op. Hsg. Soc. Ltd.
P. Ramakrishna
TAKEN OVER. 4/22/93

Received with original
[Signature]
22/4/93

OF
MAHARASHTRA LIMITED
FOR RESIDENTIAL PURPOSE

A G R E E M E N T I N L E A S E

AN AGREEMENT made at C.B.D. Belapur this 22nd day of April One Thousand Nine Hundred Ninety Three Between CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED., a Company incorporated under the companies Act, 1956 (1 of 1956) and having its registered office at Nirmal, 2nd Floor, Nariman point, Bombay 400 021 (hereinafter referred to as "the Corporation" which expression shall where the context so admits, be deemed to include its successors and assigns) of the one part AND M/S SHREE GANESH CO-OPERATIVE HOUSING SOCIETY LTD. a Co-operative Society registered under the Co-operative societies Act, 1960 under the certificate of Registration no. FNA/MSG/(TC)/5626/92-93 DATED 17.2.93 granted by Dy. Registrar, Co-operative Societies, Thane and having its principal place of business at 227, Arenja Corner, Plot no.70-71 Sector 17, Vashi New Bombay 400 705 (hereinafter referred to as 'the Licensee' which expression shall, where the context so admits, be deemed to include, its successor or the successors of the Other Part.

WHEREAS

a) The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under Subsection (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966 (hereinafter referred to as "the said Act")

Shri Ganesh Co-op. Hsg. Soc. Ltd.

[Signature]

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b) The State Government is pursuant to section 1(3)(a) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

c) The Licensee has by his application dated 6.5.1992 requested the Corporation to grant a lease of a piece or parcel of land so acquired and vested in the Corporation by the State Government and described hereinafter.

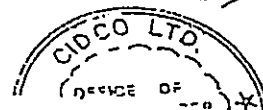
d) The Corporation has consented to grant to the Licensee a lease of all that piece or parcel of land described in the Schedule hereunderwritten and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line and containing by measurement 19320.25 Sq.Mtrs. or thereabout (hereinafter referred to as "the said land"), for the purpose of constructing a building or buildings for residential users. The Corporation has permitted the Licensee to occupy the said land from the date hereof on the terms and conditions hereinafter contained.

e) AND WHEREAS at the rate fixed by the Corporation (i.e. Rs.1700/- per sq.mtr.) the total lease premium of the said land worked out to Rs.3,28,40,425.00 and after adjusting the Early Money Deposit of Rs.32,04,442.50 the balance payable worked out to Rs.2,95,59,982.50 which the licensee was required to pay in the following manner:

i) Rs.1,47,79,991.25 (Rupees One Crore Forty-seven Seventy-nine Thousand Nine Hundred Ninety-one and Paise five Only) on or before 21.1.1993 which the licensee has paid.

ii) Rs.1,47,79,991.25 (Rupees One Crore Forty-seven

Shri. Ganga Ch. G. H. C. S. C. Ltd.



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... on or before 20.2.1993, out of which the Licensee has paid Rs.66,40,008.75 (Rupees Sixty-six Lakhs Forty Thousand Eight and Paise Seventy-five Only) leaving balance of Rs.81,39,983.50.

AND WHEREAS the Licensee made representation to the Managing Director of the Corporation, and requested him to allow the licensee to enter upon the plot of the land as a licensee for the purpose of the commencing the construction of the building in the said plot of land and grant the extension of time for the payment of second instalment of lease premium upto 30th June, 1993 along with the interest as per the applicable rate;

AND WHEREAS the Corporation considered the request of the Licensee and granted them permission to enter upon the said plot of land as the Licensee after the payment of the first instalment with part against second instalment for the purpose of doing the construction work of said plot of land on the terms and conditions mentioned therein;

AND WHEREAS the Licensee has paid to the corporation, sum of Rs.32,84,442.50 (Rupees Thirty-two Lakhs Eighty-four Thousand Four Hundred Forty-two and Paise Fifty Only) as and by way of Earnest Money Deposit and Rs.2,14,20,000.00 (Rupees Two Crores Fourteen Lakhs Twenty Thousand Only) towards the payment of first instalment in full and part of the second instalment of the lease premium;

AND WHEREAS the Corporation has agreed to grant the lease of the said plot of land to the licensee on the licensee paying to the Corporation the entire lease premium with the Delayed payment Charges as may be applicable and on performing and complying with

Shri Ganesh Co-op. Hsg. Soc. Ltd.
Ganesh 27/10/93



... 4/-

all terms and conditions of their Agreement;

AND WHEREAS it has been clearly and unambiguously understood and between the parties hereto that this Agreement shall be treated as a demise and shall not operate as transfer of interest in the said plot of land in favour of Licensee shall be treated merely as a Licence granted to the Licensee to enter upon the said plot of land for the purpose of doing construction work as per the sanctioned plan on the terms conditions met specifically set out hereunder :

THIS AGREEMENT WITNESSES AND NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS :

GRANT OF LICENCE:

1. During the period of Five years from the date hereof Licensee shall have licence and authority only to enter the said land for the purpose of erecting a building or building for residential purpose and for no other purpose and until the grant of lease as provided hereinafter, the Licensee shall be deemed to be a mere Licensee of the said land at the said time and subject to the same terms including the liability for payment of service charges to the Corporation as if the lease were actually executed.

2. That in consideration of the Licensee paying to the Corporation the lease premium of Rs. 3,28,44,425.00 (Rupees Crores Twenty-eight Lakhs Forty-four Thousand Four Hundred Twenty-five Only) and complying with and/or performing to the satisfaction of the Corporation all the terms and conditions of this Agreement, the Corporation shall grant the lease on the said plot for a period of sixty years in favour of the Licensee. The lease premium as mentioned above shall be paid in the following manner:-

Co-op. Hsg. Soc. Ltd.

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four hundred forty-two and Paise Fifty Only, paid by the Licensee to the Corporation as and by way of earnest money deposit (the receipt whereof the Corporation doth hereby admit and acknowledge)

b) Rs.1,47,79,991.25 (Rupees One Crore Forty-seven Lakhs Seventy-nine Thousand Nine Hundred Ninety-one and Paise Twenty-five Only) being the first instalment (the receipt hereof the Corporation doth hereby admit and acknowledge).

c) Rs.46,40,008.75 (Rupees Sixty-six Lakhs Forty Thousand Eight and Paise Seventy-five Only) against part payment of second instalment (the receipt hereof the Corporation doth hereby admit and acknowledge) of the lease premium which the Licensee has paid to the Corporation on or before the execution of this Agreement (the receipt whereof the Corporation doth hereby admit and acknowledge).

3. That the Licensee shall pay to the Corporation the sum of Rs.61,39,983.60 (Rupees Eighty-one Lakhs Thirty-nine Thousand Nine Hundred Eighty-three ^{Paise Sixty} Only) being the second instalment of the lease premium with the interest as per the applicable rate as may be approved by the Corporation under regulation no. 5 of the New Bombay Disposal of Land Regulations, 1975.

4. That the Licensee shall submit to the Corporation an undertaking duly sworn to the effect that the Licensee shall pay the second instalment on or before 30th JUNE, 1993 failing which the Licence granted hereto before shall stand revoked and then upon such revocation, the Licensee shall depart without demur.

Shri Ganesh Co-op. Hsg. Soc. Ltd.

(Signature)



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Shri Ganesh Co-op. Hsg. Soc. Ltd.

from entering either by themselves or with their agents, servants upon the said land as soon as the Licence shall be revoked on land hereinbefore and further that all erection all building materials, plants and things which shall have been brought on the said land by or for the Licensee for the purpose of creating such building shall vest in the Corporation free of all circumstances and without making any compensation allowance to the Licensee. The said undertaking shall be treated as part of this Agreement.

5. Nothing in these presents contained shall be construed as demise in law of the said land hereby agreed to be demised or part thereof, so as to give to the Licensee any legal interest therein until the lease hereby provided shall be executed registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement. The Licensee shall not transfer and or permit its member to transfer his share and or a right to occupy a flat to be allotted by the Licensee to its members without prior permission of Corporation in writing.

6. That the balance payment of the Second instalment Rs. 81,39,483.50 (Rupees Eighty-one Lakhs, Thirty-nine Thousand Nine Hundred Eighty-Three Only) on or before 30TH JUNE, shall be the essence of the contract failing which Corporation shall be entitled to enforce the undertaking submitted by the Licensee to the Corporation and in that event this Agreement shall automatically come to an end.

7. The Licensee hereby agree to observe and perform stipulations following, that is to say

Sri Cement Corp. Ltd.

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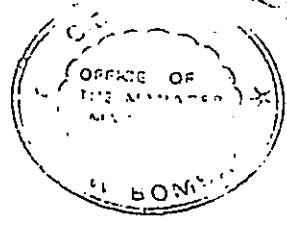
to the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specifications and details of the buildings hereby agreed by the licensee to be erected on the said land and the Licensee shall at their own cost and as often as they may be called upon to do so, amend, all or any such plans, elevations, details and specifications and if so required, will produce the same before the Town Planning Officer and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the Town Planning Officer and signed by him, the Licensee shall sign and leave with him three copies thereof and also three copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Town Planning Officer, provided that the building or buildings hereby agreed by the Licensee to be so construed shall not be less than 50% of the permissible floor space index under the provisions of CDDCO General Development Control Regulations for New Bombay, 1975.

PLANS TO COMPLY WITH THE FOLLOWING RULES:

- a) F.S.I.:
 - i) The maximum permissible floor space index as defined by the CDDCO General Development Control Regulation for New Bombay 1975 shall be 1.00.
 - ii) The maximum height of a room in the building shall be less than 4.27 metres. In case any room where height is 4.27 metres or more, the area of such room shall be counted twice for the computation of F.S.I.

Shri Ganshi Co-op. H.S. Soc. Ltd.

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a.b) LAND USE: The building or buildings are to be constructed for Residential use only.

FENCING DURING CONSTRUCTION :

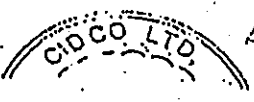
(b) That the said land shall be fenced properly by the Licensee at their expenses within a period of 2 months from the date hereof. The Licensee shall not encroach upon any adjoining land, road, pathway or footpath of the Corporation in any manner whatsoever. Any such encroachment shall be deemed to be a breach of this Agreement. Without prejudice to the generality of the rights and remedies of the Corporation in respect of such breach the Managing Director shall be at liberty to remove or cause to be removed any such encroachment at the risk and cost of Licensee and dispose of any tool, implement, material or thing involved in such encroachment and to recover expenses of such removal and disposal from the Licensee.

bb) The Licensee is aware that the Corporation has not provided to the said land physical infrastructure such as power, water, sewerage and pucca road and the Licensee further agrees to submit to the Town Planning Officer of the Corporation for his approval the plans, elevation, section, specification and details of the building hereby agreed by the Licensee to be erected within the time limit prescribed under the condition herein before stated. The Licensee further agrees that he will not have any defence for his failure to submit plans within the time limit prescribed, only on the ground that the Corporation has not provided any physical infrastructure, such as power, water, sewerage and pucca road. No water shall be provided or made available by the Corporation for construction of the intended building. The Licensee hereby agrees to make his/her own arrangement for water to be used for

Shri

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RATE AND TAXES :

(e) That they will pay all rates, taxes, charges, claims and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

PAYMENT OF SERVICE CHARGES :

(f) That they will, on the efflux of five years from the date hereof or from the date of obtaining a Completion and Occupancy Certificate from the Corporation whichever is earlier, make to the Corporation a yearly payment at a rate as may be determined and notified from time to time by the Corporation as their contribution to the cost of establishing and maintaining civic amenities such as road, water, drainage, conservancy for the said land regardless of the extent of benefit derived by them from such amenities, provided that no payment shall be made one year after such civic amenities have been transferred to local authority constituted under any law for the time being in force. The payment hereunder shall be paid on the first day of April in each year or within 30 days therefrom.

PAYMENT OF LAND REVENUE :

(g) That they shall pay the land revenue and cesses assessed which may be assessed on the said land.

INDEMNITY :

(h) That they will keep the Corporation indemnified against and all claims for damage which may be caused to any adjacent buildings or other premises in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by any local authority or authority in respect of the said work or of anything done under the authority therein contained.

Shri ... & Co. Ltd



SANITATION :

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

EXCAVATION :

(j) That they will not make any excavation upon any part of the said land or remove any stone, earth or other material therefrom except so far as may, in the opinion of the Managing Director be necessary for the purpose of forming the foundation of the building and compound walls and executing the works authorised by this Agreement.

NOT TO AFFIX OR DISPLAY SIGN-BOARDS, ADVERTISEMENT ETC. :

(k) That they shall not affix or display or permit to be affixed or displayed on the said land or buildings erected thereon any sign boards, sky-signs, neon-signs or advertisements painted or illuminated or otherwise unless the consent in writing of the Managing Director shall have previously been obtained thereto.

NUISANCE :

(l) That they shall not at any time or, shall not permit any nuisance to be upon the said land and in particular shall not use

Shri Ganesh Co-op. Hsg. Soc. Ltd.

Chilukoti GT 27/12/77



or permit the said land to be used for what is not granted.

INSURANCE :

(m) That they shall as soon as any building to be erected on said land shall be rooted, insure and keep insured the same in their name against damage by fire for an amount equal to the value of such building and shall on request produce to the Municipal Director a policy or policies of insurance and receipts for payment of last premium and shall forthwith apply all moneys received by virtue of such insurance in rebuilding or reinsuring the building.

RECOVERY OF ANY SUM DUE TO THE CORPORATION :

(n) Where any sum payable to the Corporation under this Agreement is not paid, the Corporation shall be entitled to recover such sum as arrears of land tax pursuant to paragraph 6 of the schedule of the said Act. If any sum is so payable by the licensee, shall be determined by the Corporation and every determination by the Corporation on behalf shall not be disputed by the licensee and shall be final and binding upon them.

RESTRICTION AGAINST APPOINTMENT OF AGENT BY A POWER OF ATTORNEY OR OTHERWISE :

(o) The Licensee shall not appoint any person as their agent by a power of Attorney or otherwise for the purpose of this Agreement except his/her spouse, father, mother, brother or a major child and if the Licensee shall be a Company or such body Corporate, its Officer or Servant.

POWER TO TERMINATE AGREEMENT :

B. Should the Town Planning Officer not approve the elevations, sections, specifications and details

Shri Ganes Co-op. Hsg. Soc. Ltd.

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original...
Managing Director may be notified in writing by the Licensee,
revoke the licence and re-enter upon the said land and thereafter
the licence shall come to an end.

POWER OF CORPORATION :

9. Until the building and works have been completed and
certified as completed in accordance with clause 11 hereof, the
Corporation shall have the following rights and powers :

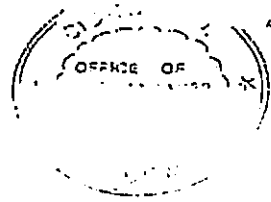
- (a) The right of the Managing Director and Officer and
servants of the Corporation acting under his directions
at all reasonable times to enter upon the said land to
view the state and progress of the work and for all
other reasonable purpose.

TO RESUME LAND :

- (b) Power (i) in case the Licensee (i) shall fail to submit
to the Town Planning Officer of the Corporation for his
approval the plans, elevations, sections,
specifications and details of the building agreed by
the Licensee to be erected on the said land to commence
the erection of the said building and to complete the
said building within the time prescribed hereinbefore
for the performance of each act and in accordance
with the stipulations hereinbefore contained (time in
each respect being intended to be of the essence of the
contract) or (ii) shall not proceed with the works with
due diligence or shall fail to observe any of the
stipulations on his part as herein contained, the
Corporation shall have the power and authority to revoke
the licence hereby granted and to re-enter upon the said land.

Shri Ganga Co. op. Reg. Sec. Ltd.

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restrain the Licensee, its agents, servants, and employees from erecting any buildings, structures, or other improvements upon the said land and thereupon this Agreement shall terminate and all erections and plants and things upon the said land notwithstanding any enactment for the time in force to the contrary belong to the Corporation making any compensation or allowance and without any payment to the Licensee for refund or repayment of any premium paid by them but without prejudice nevertheless to all other legal rights and remedies of the Corporation against the Licensee.

- (ii) to continue the said land in the Licensee's possession on payment of such fine or premium as may be determined upon by the Managing Director;
- (iii) to direct removal or alteration of any structure erected or used contrary to the conditions of the grant of the completion within the time specified in that behalf and on such removal of or alteration being carried out within the time prescribed the same to be carried out and recovered from the Licensee carrying out the same from the Licensee;
- (iv) all building materials and plants which shall be brought upon the said land by or for the purpose of erecting such building shall be considered immediately attached to the land and no part thereof other than improper materials (remove for the purpose and replaced by proper materials) shall be removed from the said land without the previous consent of the Corporation.

Shri Ganesh Co-op. Hsg. Soc. Ltd.

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Handwritten initials



Agreement
and
License

EXPLANATION - 1.

Any delay or omission to exercise the right or power accruing to the Corporation under the foregoing sub-clause (i) of clause (b) hereof and any extension, accommodation, consent, compromise, release indulgence or forbearance granted or shown by the Corporation to the Licensee shall not be construed as a waiver of the Corporation such right and power under the said sub-clause (i) of clause (b).

EXPLANATION - 2.

Nothing contained in the foregoing clauses shall be construed to suffer from inconsistency to derogate from the rights and powers reserved to the Corporation under the respective clauses and exercisable by the Corporation at any time. The Licensee hereby agrees and declares that he will set up no defence based on such inconsistency to impug the exercise of any right, or power by the Corporation.

EXTENSION OF TIME :

10. Without prejudice to the right, powers and remedies of the Corporation, in foregoing clause, the Managing Director may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the building and the works for the said period mentioned in clause 3(d) above, if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and if the Licensee shall agree to pay additional premium at the scale provided by Regulation No.7 of the New Bombay Disposal of Land Regulations, 1975 made and amended from

Shri Gresh Co-op. Hsg. Soc. Ltd.
[Signature] 46.5.1974



...16/-

complete the building and to accept a lease shall refer to such extended period.

GRANT OF LEASE:

11. As soon as the Town Planning Officer has certified building and works have been erected in accordance with hereof and if the Licensee shall have observed stipulations and conditions hereinbefore the Corporation will grant and the Licensee will accept (which shall be executed by the parties in duplicate) land and the building erected thereon for the term of from the date hereof at the yearly rent of Rupees One

COMPLIANCE WITH MAHARASHTRA REGIONAL AND TOWN PLANNING AND THE NEW BOMBAY DISPOSAL OF LANDS REGULATIONS, 1975

12. It is hereby agreed and declared by and between hereto that the Corporation has agreed to lease the the Licensee and the Licensee has agreed to have such the terms and conditions herein and subject to meet other applicable provisions of the Maharashtra Regional Planning Act, 1966 (Maharashtra Act XXXVII of 1966) regulations made thereunder including the New Bombay Land Regulations 1975 for the time being in force.

FORM OF LEASE :

13. The lease shall be prepared in duplicate in the the annexed form of lease with such modifications thereto - as may be determined by the Corporation and charges and expenses of and incidental to the

Shri.

[Handwritten signature and date]
4. 25 1975



THE WITHIN WHEREOF the partic-
bonds are set the day and year first above written :

SIGNED AND DELIVERED for and on
behalf of the City Industrial
Development Corporation of
Maharashtra Ltd. by the hand
of Shri. R. V. Mendki
Manager (Marketing)



- in presence of
- 1) Shri. D. A. Karamlikar
 - 2) Shri. R. K. Vela

SIGNED AND DELIVERED by the with
named. Licensee by the hands of
SECRETARY of the Society
in pursuance to the Resolution No.
& passed in General Annual Meeting
held on 20.02.1993 in the presence
of.....

Shri Ganesh Co-op. Hsg. Soc. Ltd.
[Signature]

- 1) Shri. D. A. Karamlikar
- 2) Shri. R. K. Vela

TRUE COPY.
Shri Ganesh Co-op. Hsg. Soc. Ltd.

CHAIRMAN

**FOR RESIDENTIAL PURPOSE
LEASE DEED**

THIS LEASE made at CBD Belapur, New Bombay _____ day of _____
One Thousand Nine Hundred and Ninety _____ BETWEEN THE CITY AND
INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a
Company incorporated under the Companies Act, 1955 (1 of 1956) and having its
Registered Office at Nirnal, 2nd Floor, Nariman Point, Bombay - 400 021
(hereinafter referred to as "the Lessor" which expression shall, where context so
admits, be deemed to include its successors and assigns) of the One Part AND

(1) (1) the lessee
is an individual

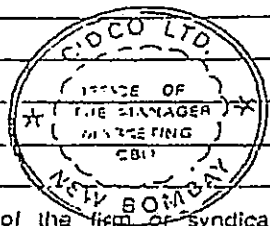
(1) (Name of Person) _____
of (Address and Occupation) _____
(hereinafter referred to as "the Lessee" which expression shall, where context so
admits, be deemed to include his heirs, executors, administrators, representatives
and permitted assigns.)

(2) (2) when the
lessees are more than
one individual

(2) (i) (Name of Person) _____
of (Address and Occupation) _____
and (ii) (Name of Person) _____
of (Address and Occupation) _____
and (iii) (Name of Person) _____
of (Address and Occupation) _____
(hereinafter referred to collectively as "the Lessee" which expression shall, where
the context so admits, be deemed to include their respective heirs, executors,
administrators, representatives and permitted assigns).

(3) (3) when the lessee
is a registered
or syndicate

(3) and (4) (Name of Person) _____
of (Address) _____
and (Name and Person) _____
of Address _____
and (Name and Person) _____
of (Address) _____
all carrying on business in partnership at (address of the firm or syndicate)



Shri. ...
 ...
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under the name and style of (Name of the Firm or Syndicate) _____
registered under the Indian Partnership Act, 1932 _____

(hereinafter referred to as "the Lessee" which expression shall where the context
so admits, be deemed to include all the partners of the said firm, their
representatives, heirs, executors, administrators and permitted assigns).

(hereinafter referred to as "the Lessee" which expression shall, where
so admits, be deemed to include, its successor or successors and
assign or assigns).

(7) (7) when the
Lessee is a Co-operative
Society

(7) (Name of Society) _____
a Co-operative Society registered under the _____
_____ Co-operative Societies Act, _____
the Certificate of Registration No. _____ granted by _____
and having its principal place of business at _____

(hereinafter referred to as "the Lessee" which expression shall, where
so admits, be deemed to include, its successor or successors
assign or assigns) of the Other Part.

WHEREAS by an Agreement dated the _____ d
19____ and made between the Lessor of the One Part and the
Other Part, the Lessor agreed to grant to the Lessee upon the
observance by the Lessee of the obligations and conditions con
Agreement, a lease of the piece or parcel of the land and pre
described AND WHEREAS the Lessee has constructed a s
accordance with the said Agreement and the certificate of
contemplated has been granted.

NOW THIS LEASE WITNESSETH as follows :

Interpretation

1. In these presents, the term 'Managing Director' shall
Director including the Additional or Deputy Managing Director
any officer authorised by him by a general or special order.

Description of Land

2. In consideration of the premises and of the sum of Rs
(Rupees _____)
Lessee to the Lessor as premium and of the rent here
covenants and agreements on the part of the Lessee the
Lessor doth hereby demise unto the Lessee ALL that plot
the Schedule hereunder written containing by measure
Meters or thereabout and more particularly delineated on
and shown thereon by a red colour boundary line together
erections now or at any time hereafter standing at
TOGETHER WITH all rights, easements and appurten
EXCEPT AND RESERVING unto the Lessor all mines at
the said land or any part thereof TO HOLD the land as
expressed to be hereby demised (hereinafter
demised premises") unto the Lessee for the term 1

Shri. ...
11.27.11
[Signature]

XXXVII of 1966) and the rules thereunder
said term unto the Lessor at the Registered Office of the Lessor or as otherwise
required the yearly rent of rupees One Hundred only from 1st April to 31st March
or any part thereof, the
said rent, to be paid in advance without any deduction whatsoever on the 1st day
of April in each and every year or within 30 days therefrom.

Covenants by the Lessee

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

To Pay Rent

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

To Pay Rates and Taxes

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

Not To Excavate

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

Not to Erect Beyond the Building Line

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

Not to affix or display sign-boards, advertisements, etc.

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

Not to build except with the previous permission of the Lessor

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

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elevation of any building or premises or architectural features thereof except with the permission of the Managing Director.

To Repair

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

To Enter and Inspect

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

Nuisance

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

User

(k) To use the demised premises for residential purpose and for no other purpose.

Indemnity

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

Payments of Service Charges

(m) To make to the Lessor a yearly payment at such rate as may be determined from time to time by the Lessor as his contribution to the cost of establishing and maintaining civic amenities such as roads, water drainage, conservancy for demised premises regardless of the extent or benefit derived by him/therein in such amenities. Provided that no payment shall be made one year after such amenities have been transferred to a Local Authority constituted under any law the time being in force. The payment shall be paid on the first day of April each year or within 30 days therefrom.

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

Not to Assign

(a) Not to sell, assign, mortgage, underlet or otherwise transfer, wholly or partly the demised premises or his/his/its interest therein or part wholly or partly with the possession of the demised premises or permit any person to use wholly or partly the demised premises PROVIDED THAT nothing contained herein shall apply if the Lessee shall perform to the satisfaction of the Lessor the following conditions :-

(i) BEFORE TRANSFERRING THE DEMISED PREMISES, the Lessee shall pay to the Lessor one half of the difference between the declared premium (i.e. premium calculated at such rate or rates as may be determined by the Lessor from time to time) and the premium paid by the Lessee to the Lessor, for obtaining the lease of the demised land, subject, to a minimum of Rs. 1,000/-.

(ii) In the instrument by which the Lessee shall transfer the demised premises the Lessee shall impose upon the person to whom the demised premises are so transferred to perform and observe to the Lessor all the conditions and covenants of the lease granted to him including this covenant.

(iii) The Lessee does sell, assign, underlet or otherwise transfer wholly or partly the demised premises or his/his/its interests therein or part wholly or partly with the possession of the demised premises or permit to use wholly or partly the demised premises, only to a person who has shifted his business and or trade in the agricultural produce from Greater Bombay to New Bombay and is carrying on such business or trade in a shop or place allotted to him by the lessor or the Bombay Agricultural Produce Market Committee, in New Bombay, under the permission or licence grantable to him under the provisions of the Maharashtra Agricultural Product Marketing (Regulations) Act, 1963 (Mah. XI of 64) or has been carrying on such business or trade in Greater Bombay and intends to shift such trade or business in New Bombay

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

EXPLANATION : (ii) "For the purpose of this covenant, the term 'transfer of the demised premises' shall mean and include the transfer of a share or shares by its share holder or member or any Agreement or act or omission whatsoever of such share holder or member which has the effect of transferring or enabling the enjoyment of such demised premises or a part thereof. In case of such transfer, the Lessee shall pay one half of the difference of the declared premium and the premium paid by the Lessee as is allocable to the land or building or part thereof so transferred or agreed to be transferred by its share-holder or its member and such allocation shall be with reference to the proportion which the floor space index (as defined in the General Development Control Regulations constituting the development plan for the New Bombay for the time being in force) of the land or building permitted by the Lessor shall bear to such floor space index of the land or building or part thereof so transferred or agreed to be transferred" "Provide that no share holder or member shall transfer his or her share or shares to any person or persons other than the person or person being the employee of."

Insurance

(p) To keep the building erected or which may hereafter be erected or demised premises excluding foundations and plinth, insured against loss damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinth) in a nationalised Insurance Company and on demised buildings which are or shall be erected on the demised premises, or a thereof shall be destroyed or damaged by fire, to forthwith lay out all the which shall be received by virtue of any such Insurance in re-building or the premises destroyed or damaged under the direction and to the satisfaction of the Managing Director AND whenever during the said term the said buildings any part thereof respectively shall be destroyed or damaged whether by tempest, hurricane or otherwise, the Lessee shall reinstate and repair to the satisfaction of the Managing Director and shall nevertheless continue to pay the rent hereby reserved as if no such destruction or damage had taken place, tempest, hurricane or otherwise has happened.

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(q) No change in the legal status of the Lessee shall be recognised by the Lessor nor is the Lessee entitled to appoint any agent by a Power of Attorney or otherwise except his/her spouse, father, mother, brother, sister or major child or its officer or servant.

Notice in Case of Death

(r) In the event of death of the Lessee, the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Recovery of Rent of Land Revenue

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

Re-entry

5. If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained or if the Lessee be adjudicated insolvent or bankrupt or renounces his character as such by selling a title in the third person or claiming a title absolute in himself the Lessor may re-enter upon any part of the demised premises in the name of whole and there-upon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid, the power of re-entry hereinbefore contained shall not be exercised unless and until the Managing Director of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to have made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Summary eviction of persons unauthorisedly occupying the Demised Land in Determination of the Lease

6. If on the determination of the Lease, any person is found to be occupying the demised premises, it shall be lawful for the Managing Director of the Lessor to secure summary eviction of such person in accordance with paragraphs 1, 2 and 3 of the Schedule to the Maharashtra Regional & Town Planning Act, 1966 (Mah. No. XXXVII of 1966).

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Lessee shall be sufficiently
by registered letter addressed to the Lessee at the vendor's
demand or notice sent by post shall be deemed to have been delivered in the
usual course of post

Compliance with the Maharashtra Regional & Town Planning Act, 1966
and the New Bombay Disposal of Lands Regulations, 1975

7A. It is hereby agreed and declared by and between the parties hereto that the
Lessor has leased and demised the demised premises unto the Lessee and the
Lessee has taken such lease upon the conditions, covenants and stipulations
contained herein to be observed and performed by the Lessee and subject to
Section 116 and other applicable provisions of the Maharashtra Regional and
Town Planning Act, 1966 (Mah. XXXVII of 1966) and the rules and regulations
made thereunder including the New Bombay Disposal of Lands Regulations
1975, for the time being in force and as amended from time to time.

Marginal Note

R. The Marginal notes do not form part of the Lease and shall not be referred
to for construction or interpretation thereof.

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

SCHEDULE

ALL THAT Piece or parcel of land known as Plot No. _____
by admeasurement _____ square metres or thereabout in the _____
Sector of the layout of land situate, lying and being at village _____
Taluka _____ District _____ within the Regis-
tration District _____ and sub District _____ and bounded as follows

- On or towards the North by _____
- On or towards the East by _____
- On or towards the South by _____
- On or towards the West by _____

SIGNED SEALED AND DELIVERED FOR and)
on behalf of the CITY & INDUSTRIAL)
DEVELOPMENT CORPORATION OF)
MAHARASHTRA LIMITED, by the hand)
of Shri _____)
In presence of)

- 1) _____
- 2) _____

SIGNED SEALED AND DELIVERED by the)
willinamed Lessee)
Shri _____)
In presence of)

- 1) _____
- 2) _____



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