Agreement to leave -

Monday, June 02, 2008 2:07:34 PM

पावती

Original नोंदणी 39 म Regn. 39 M

पावती क्र.: 5549

गावाचे नाव खारधः

दिनांक 02/06/2008

दस्तऐवजाचा अनुक्रभांक

पवल3 - 05381 - 2008

दस्ता ऐवजाचा प्रकार

भारतात्वा

सादर करणाराचे नावः नी- शाह पुप बिल्डर्स आणि इन्क्राप्रोजेक्ट्स लि. तर्फ भागीदार निरव एन. शहा . .

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आगणास हा दस्त अंदाजे 2:22PM ह्या वेळेस मिळेल,

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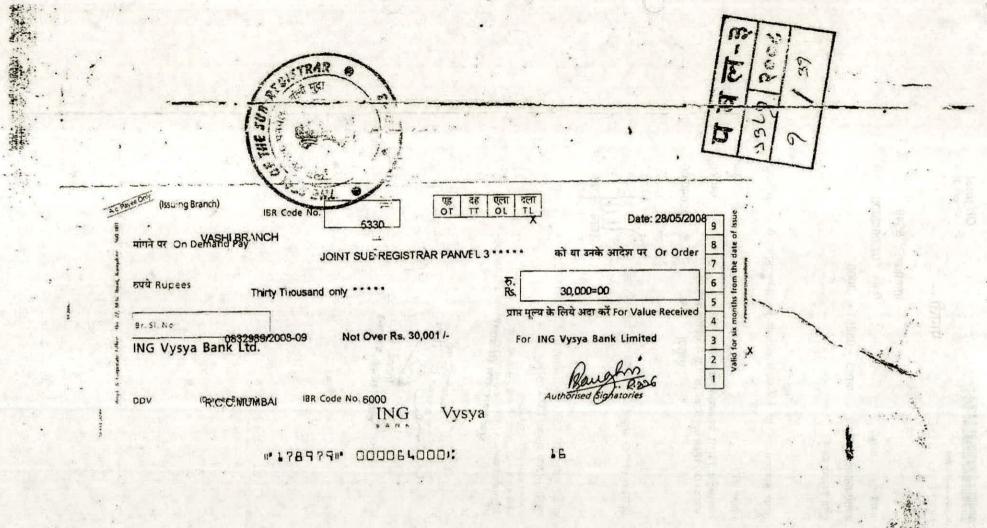
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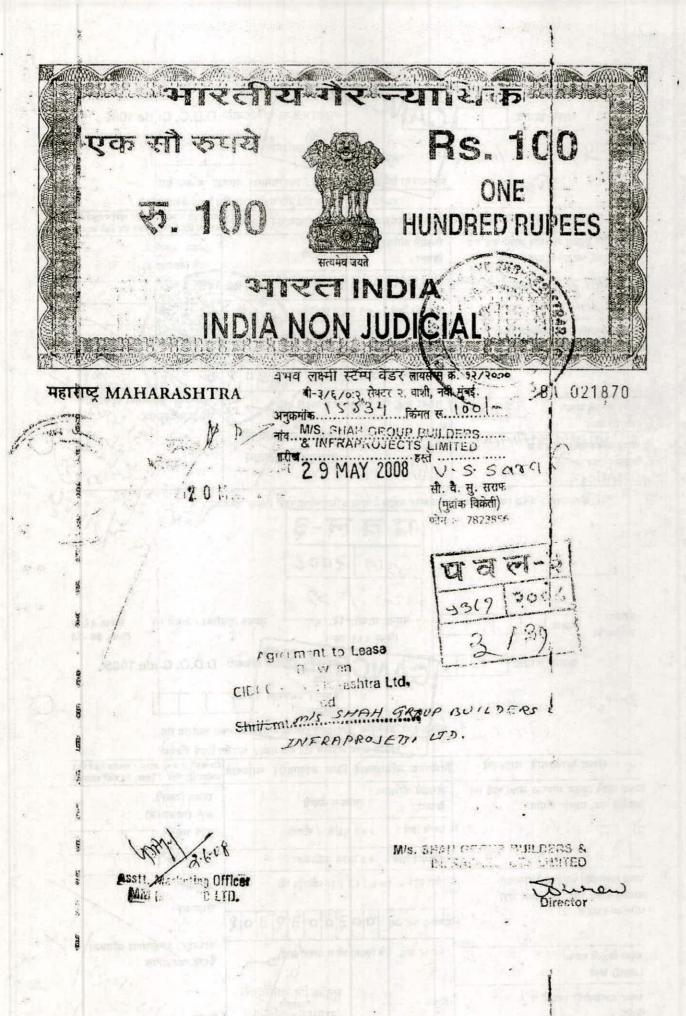
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वंकेचे नाव व पत्ता: आगएनजी वैश्या वंक शाखा वाशी: डीडी/धनाकर्ष क्रमांक: 178979; रक्कम: 30000 विनोक: 28/05/2008

पशकतारी गही

ट्यम निशंधक, पनबेल-3





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CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

FOR RESIDENTIAL PURPOSE AGREEMENT TO LEASE

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housand	Eight	Name and the second	BETW	EEN CITY &	1
NDUSTRIAL DEVI	ELOPMENT CO	RPORATION OF M	AHARASHTRA	A LIMITED, a	
Company incorpora	ated under the	Companies Act, 19	956 (1 of 1956	and having	1
		or, Nariman Point, N			-hac
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and (2) (Name of Pe	rson)				1
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inder the name and	style of		(Na	me of firm of	1
yndicate)			i i i i i i i i i i i i i i i i i i i		}
egistered under the	Indian Partnersh	nip Agt 1931			
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which expression s	hall where the c	ontext so admits, b	e deemed in in	clude all the	ľ
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5)-(6) Name of the (Company m/s	s Shah gro	up buile	des 8 Inh	Sold
Company register	ed under the Co	ompanies Act, 1956	(1 Oct. 1956) à	n having its	1
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nereinafter referred	to as "the Licen	see" which express	ion shall, when	e the context	
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PERMISION / LICENCE TO ENTER UPON THE LAND

CITY AND INDUSTRIAL DEVELOPMENT ... DEPORATION OF MAHARASHTEA LIMITED

AGRECUENT TO LEASE

THE SHRIT MESSES SHAH	GROUP BUILD.	& INFRAPROJETS	250.
HAVE THIS 274.			
POSSESSION OF PLOT NO. 100		_ ADMEASURING	
AREA OF _200. 00 SQ. M			
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Min (ELTD.		serie To	دب
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Collector of Stamps Rakrad

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6	- 4-	Stamp Duty Rs 18/425
Rupees One the	histy one-lyousa	10 DOLL Willy In the State Bank of
		73 Dated 28/5/08
Certified under Sacilio	jr 32(1)(b) of the B. →	24 17 mm Act 1958 that the full Stamp
Duty of Ps. 13/4257		wayer is Chargable has been paid
vide Article NoSA.N.A	State School of 1	7.1.= 13/12500/-
This certificate is subjec	to the provision of a	atta - \$1(4) of Bumbay Stamp Act. 1958
4 3	7 100- 30	, \$ 1
Place: Although	3	(nont 741)
Date: 28/5/201	16 80	Collector of Stamps Raigad
	9 T	





(b) The State Government is pursuant to section 113(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 dt. 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 i-ore. particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line, and containing by measurement 200 3mhj. sq. Mtrs. or thereabout (hereinafter referred to as "the said and"), ip: the purpose of construction a building for residential users and has permitted the Live isee to occupy; the said land from the date hereof on the terms and conditions hereinafter contained. (e) The Lincensee has before the execution of this Agreement paid on the to the Managing Director of the Corporation hereinafter referred to as the Managing Director, which expression shall include any other officer of the Corporation as may be the Corporation from time by a general or special order, a sum of Rs. 13 110 200 / - (Rupees One Crores

XXXVII of 1966 (hereinafter referred to as "the said Act") &

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

(a) The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay be 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 \$966 (Maharashtra

the certificate of Registration No.

granted by

of business at

GRANT OF LICENCE:

AS FOLLOWS :

1. During the period of Four years from the date hereof, the Licensee shall licence and authority only to enter upon the said land for the purpose of erecting a building or buildings 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 same rent and subject to the same terms including the liability for payment of service charges to the Corporation as if the lease has been actually executed.

Thirty one lacs Ten Thousand Two hundred onl being the full premium agreed to be paid by the Licensee to the Corporation. THIS AGREEMENTWITNESSES AND NOW IT IS HEREBY MUTUALLY AGREED

NOT A DEMISE :

2. Nothing in these presents contained shall be construed as demise in law of the aid land bereby agreed to be demised or any part thereof so as to give to the

> ang Officer LTO.

M/s. SPAN GROUP DUNLOERS Indicate and a Upper

and having its principal place

Director

Licensee any legal interest therein untill the lease hereby provided shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

 The Licensee hereby agrees to observe and perform the stipulations following, that is to say:-

SUBMISSION OF PLANS FOR APPROVAL:

(a) That he/they/it will within six months of the date hereof, sumbit to the Town Planning Officer of the Corporation for his approval the plans, elecations, 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 he/they/it may be called upon to do so, ament, all or any such plans and elevations and if so required, will produce the same before the Town Planning Officer and will supply him such details as may be called for of the specifications and when such plans, elevations, details and specifications shall be finally approved by the Town Planning Officer and signed by him, the Licensep 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 constructed shall not be less than 50% of the permissible floor space index under the provisions of CIDCO General Development Control regulations for New Bombay, 1975.

PLANSTO COMPLY WITH THE FOLLOWING RULES:

- aa) i) The Maximum Permissible floor space index as defined by the CIDCO General Development Control Regulations for New Bombay 1975 shall be One.
 - ii) The Maximum height upto which the building shall be constructed shall be 30.10 metres as per GDCR 1975.
 - metres. Incase 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.

FENCING DURING CONSTRUCTION:

- b) That the said shall be fenced properly be the Licensee at his/their/its expenses within a period of 2! months from the date hereof. The Licensee shall not encroach upon any adjoining land, road, athway or lootpath 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 encorachment at the risk and cost of the Licensee and dispose of any tool, implement, material or thing involved in such encrochment and to recover expenses of such removal and disposal from the Licensee.
- bb) The License 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, action, specification and detlils

the building hereby agreed by the Licensee to be erected within the time limit

M/s. SHAH GROUP, FULDERS & INFRAPPOJECTS LIMITED

Director

stt. Manag Officer

3



prescribed under the condition herein before stated. The Licensee further agrees that he will set no defence for his failure to submit the 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 raod. No water shall be provided or made available by the corporation for construction of the in tended building. The Licensee hereby agrees to make his/her own arrangment for water to be used for erection of the intended building on the said land.

NO WORK TO BEGIN UNTIL PLANS ARE APPROVED

(c) That no work shall be commenced or carried on which infringes the CIDCO General Development Control Regulations for New Bombay 1975 or any other law for the time being in force as regards construction of a building or buildings on the said land and until the said plans, elevations, sections, specifications and details shall have been no approved as aforesaid and thereafter he/they/it shall not make any alterations or additions thereto unless such alterations and additions shall have been in like manner approved previous

TIME LIMITS FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK:

(d) That he/they/it shall within a period of 12 months from the date here-of, commence and within a period of Four years from the date hereof at his/their/ its own expense and in a substantial and workman-like manner and with new and sound materials and in compliance with the said Development Control Regulations and any other law, for the time being in force and in strict accordance with the approved plan, elevations, sections, specification and details to the satisfaction of the Town Planning Officer and comfortably the building lines marked on the plans and completely finish fit for occupation a building to be used as residential building with all requisite drains and other proper convenience thereto. Provided that the building or buildings hereby agreed by the Licenses to be so constructed shall not be less than 50% of the permissible floor space index under the provisions of the CIDCO General Development Control-Regulations for New Bombay, 1975. 3369

RATE AND TAXES:

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

PAYMENT OF SERVICE CHARGES:

(f) That he/they/it will, on the efflux of four years from the date hereof or from the date of obtaining a Completion and Occupancy Certificate from the Corporation whichever is earl er, make to the Corporation a yearly payment at a rate as may be determined and notified from time to time by the Corporation as his/their/its 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 him/themAt from such amenities, provided that no payment shall be made one year after such civic amenities have been transferred to a local authority consfituted underany law for the time being in force. The payment hereunder shall be paid on the first of April in each year or within 30 days therefrom, without Prejudice to the other rights of the Corporation under this greement and/or in law, the Licensee shall be liable to pay to the Corporation

Director

William Coles

The Officer

interest at the rate to be approved by the corporation by general or specific order on all amounts due and payable by the Licensee under this clause if such amount remained unpaid for seven days more after becoming due."

PAYMENT OF LAND REVENUE :

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

5.00

INDEMNITY:

(h) That he/they/it will keep the Corporation indemnified against any and all claims for damage which may be caused to any adjoining 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 works or of anything done under the authority herein contained.

SANITATION:

(i) That he/they/it shall observe and conform to the CIDCO General Development Control Regulations for New Bombay, 1975 or any other law for the time being in force relating to public health and sanitation and shall provide sufficient latrine accommodation and other sanitary arrangement forthe 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 he/they/it will not make any excavation upon any part of the said land or remove any stone, earth or other material there'rom 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.

NOTTO AFFIX OF DISPLAY SIGN-BOARDS, ADVERTISEMENT ETC. :

(k) That he/they/it 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, neonsings or advertisements painted or illuminated or otherwise unless the consent in writing of the Managing Director shall have previously been obatined thereto.

NUISANCE :

(I) That he/they/it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for what is not granted.

INSURANCE :

(m) That he/ihey/it shall as soon as any building to be erected on the said land shall be roofed, insure and keep insured the same in his/theirfits name against darnage

Nire for an amount equal to the cost of such building and shall on request

Mis: SHAM COUNTY DERS &

INTERSECUTION AND LIKE

Director

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produce to the Managing Director a policies of insurance and receipts for the payment of last premium and shall forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

RECOVERY OF ANY SUM DUE TO THE CORPORATION:

(n) Where any sum payable to the Corporation by the Licensee under this Agreement is not paid, the Corporation shall be entitled to recover such sum as arrears of land revenue, pursuant to pargraph 6 of the schedule to the said Act. Whether any sum is so payable by the licensee, shall be determined by: the Corporation and every determination by the Corporation in this behalf shall not be disputed by the Licensee and shall be final and binding upon him/them/it.

RESTRITION AGAINST APPOINTMENT OF AGENT BY A HOWER OF

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

EXPLANATION:

The Board vide its Resolution No. 8083 dtd. 28-02-2000 relaxed condition in all agreement regarding restrictions on appointment of Agent/Power of Attorney only in case of first transaction.

POWER TO TERMINATE AGREEMENT :

4. Should the Town Planning Officer not approve the plans, elevations, sections, specificons and details whether originally submitted within the time fereinbefore stipulated, the Managing Director may by notic in writing to the Licensee ire voke the licence and re-enter upon the said land and thereupon the icence shall come to an end.

POWER OF CORPORATION:

- 5. Until the building and works have been completed and certified as cert
 - (a) The Right of the Managing Director and Officer and servants of the Corporation acting under his directions at all reasonable time to enter upon the said land to view the state and progress of the work and for all other reasonable purpose.
 - Officer of the Corporation for his approval the plans, elevation, sections, specification and details of the building agreed bythe Licenseeto be erected on the said land to commence the erection of the said building and le 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 inteneded to be of the essence of the contract) or (ii) shall not proceed with the works with due deligence or shall fail to observe any of the stipulations on his part herein contained, the Corporation shall have the powers and liberty to revoke the license hereby granted to the Licensee and to restrain the Licensee, its agents, servants to enter upon the said land and thereupon this Agreement shall crosse and terminate and all erecitons and materials, plants and things upon the siad land shall notwithstanding any enactment for the time being in force to the contary belong to the Corporation without making any compensation or M/s. SH

Aspa. Macketing Officer AM (11) CIDEO LTO.

Director Director

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Wirkson J. C.

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allowance and without making any payment to the Licensee for refund or repayment of any premium paid by him/them/it without prejudice nevertheless to all other legal rights and remedites of the Corporation against the Licensee.

- (ii) to continue the said land in the Licensee's occupation on payment of such fine or premium as may be decided upon by the Managing Director.
- (iii) to direct removal or alteration of any building or structure erected or used: contrary to the condition of the grant of the completion within the time prescribed in that behalf and on such removal of or alteration not being carried out within the time prescribed, cause the same to be carried out and recovered the cost of carrying out the same from the Licensee.
- (iv) all building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting soch building as aforesaid shall be considered immediately attached to the said land and no part thereof other than defective or improper materials (remove for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of the Managing Director untill the grant of the completion.

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 constitued as a waiver of the Corporation such right and power under the said sub-clause (i) clause (b).

EXPLANATION - 2.

Nothing contained in the foregoing clauses shall be construed to sutter from, inconsistency to derogate from the rightsand 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 impung the exercise of any right or power oy the Corporation.

EXTENSION OF TIME:

6. Without prejudice to the right, powers and remedies of the Corporation, in the foregoing clause, the Managing Director may in his discreation 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 reason 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 N. w Bombay Disposal of Lands Regulation, 1975 made and amended from time to time by the Corporation under the provisions of the said Act and thereupon the obligations herein under of the Licensee to complete the building and to accept a base shall be taken to refer to such extended period. Wils. SHAR CROUS

BUILDERS & METAPOST:

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ssit. Markenian Officer MM AT, C.DUB LTD.



GRANT OF LEASE :

7. As soon as the Town Planning Officer has certified that the building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Corporation will grant and the Licensee will acc I opt a lease (which shall be executed by the parties in duplicate) of the said land and the building erected thereon for the term of 60 years from the date hereof at the yearly rent of Rupees One hundred only.

COMPLIANCEWITH MAHARASHTRA REGIONAL ANDTOWN 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 Corporation has agreed to lease the said land to the Licensee and the Licensee has agreed to have such lease upon the terms and conditions herein and subjert to Section 118 and other applicable Provisions of the Maharashtra Regional and Town Planning Act. 1966 (Maharashtra Act XXXVII of 1966) and rules and regulations made thereunder including the New Bombay Disposal of Lands Regualtions 1975 for the time being in force.

FORM OF LEASE:

8. The lease shall be prepared in duplicate in accordance with the annexed form of lease with such modifications and additions thereto as may be determined by the Corporation and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate shall be borned and paid by the Licensee wholly and exclusively.

NOTICE :

9. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Managing Director or any other officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, letf, or posted, addressed to the Licensee at the sauct or last known lace or residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection.

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Director

Asstt. Mareting Officer

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ROK STAMPS *

IN CONTINUOS OF THE ABOVE FOLLOWING ADDITIONAL CONDITIONS INCORPORATED IN THE LEASE ACREEMENT.

10. Special terms and conditions for residential plots for Semi-detached bung ow

In addition to the general terms and conditions for disposal of plots of land, the allotment is subject to the following development condition & will form a part of agreement to lease:

- User of Land: The Semi detached bunglow plots shall be constructed for Residential use only.
- Floor Space Index permitted to be consumed is one.
- Amalgamation of plot is not allowed.
- 4. Only one dwelling unit per plot is permitted and no sub-division of the plot is allowed (However, the condition can be relaxed if the allotted wished to sub divide the built premises for his/her immediate family members viz wife, husband, father, mother, brother, sister, son daughter, in such case only on dwelling unit per floor can be permitted)

Expansion of user Policy shall not be applicable to these plots.

The General Development Control Regulation for Navi Mumbai-1975:
the time of submission of development proposal and plan to Competer

Building line as mentioned in the marketing drawing will be mandatory & will be shown on demarcation plan which is part of agreement drawing

Authority, shall be applicable in addition to the above conditions.

8. Existing trees if any shall be preserved within the side margins.

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Asstt Merketing Officer
May (11) CIBCO LTD.

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MIS. SHEED DOOLT THILDERY & BIFRAFACE OF LEED

Director

Arrangement of the feeder pillar for power distribution

- The Corporation/Municipal authority reserve the right to place feeder A. pillar and mini pillars within the plot permanently.
- The Corporation/Municipal authority also reserves the right to decide the B. locations of the same along the compound wall. However, the location of these would be along the footpath and will not protecte inside the plo; by more than 0.6 mtrs.
- The plot holders should permit free access for i maintenance as when required to the Corporation/Municipal authority

12. Solid Waste Management.

The Licensee/Lessee shall observe scrupulously the fellering conditions regarding Solid Waste Management.

- a. The licensee/lessee shall keep two steams of waste, one for food waste and blodegradable waste and another for recyclable waste such as paper, plastic, me al, glass, bags etc.
- b. The licensee/lessee shall identify locations for composting and disposal to waste within their complex.
- The licensee/lessee shall ensure that no domestic/institutional waste shall be thrown on the streets, foot-paths, open spaces, drains or waster bodies.
 - The licensee lessee shall make separate arrangement for disposal of toxic chemicals and pesticides medicines and other toxic or hazaredous household waste.

The licensee shall ensure bins containers for storage of food waste, biodepracable waste and recyclable waste.

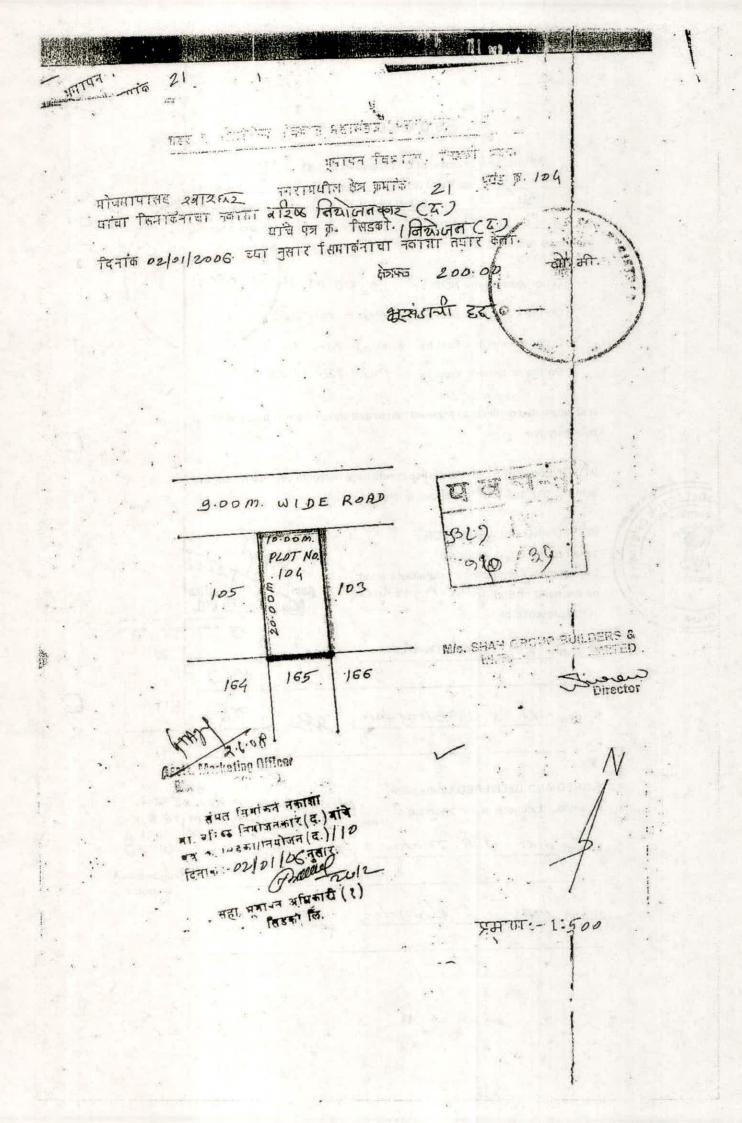
M/s. SHAU GROUP PUILDERS & INFAU VALUE OF A LIMITER

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SCHEDULE

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CITY AND INDUSTRIAL DEVELOPMENT

FOR RESIDENTIAL PURPOSE LEASE DEED

A total and	THIS LEASE made at CBD Belapur, Navi	
	ofTwo thousand BET	
	DEVELOPMENT CORPORATION OF MAHA	RASHTRA LIMITED, a Company
	incorporated under the Companies Act, 19	956 (le of 1956) and having its
	Registered Office at Nirmal, 2nd Floor, Na	
	(heroinafter referred to as "The Lessor" which	
	so admits, be deemed to include its successor	
Salasbyri C	AND	
) - (1) when the	(1) (Name of Person)	
essee is an dividual	of (Address and Occupation)	
	(hereinafter referred to as "The Lessee" wh	
	context so admits, be deemed to include his	heirs, executors, admir strators,
	representatives and permitted assigns.)	day of the same of the same of
2) - (2) when the esseses are more	(2) (i) (Name of Person)	and the second of the second o
nan one individual	of (Address and Occupation)	Annual Control of the
		173 37 30
	and (ii (Name of Person)	
	of (Address and Occupation)	9367
year son	and (iii) (Name of Person)	24 180
	of (Address and Occupation)	
	(hereinafter referred to collectively as "the	
	where the context so admits, be deemed to	
	executors, administrators, representatives ar	nd permitted assigns).
3) - (4) when the	(3) and (4) (Name of Person)	ul attache distribution
essee is a	of (Address)	
egistered firm or syndicate	Or (Madroso)	
S. August	and (Name of Person)	(na)-all-main and a
	of (Address)	Shaf 2000 Save Malay Ch
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	Specifica de la manada ed militar Sec	eronios in introductione a
	and (Name of Person)	
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	and (Name of Person) of (Address) all carrying on business in partnershi	ip at (address of the firm, or
	and (Name of Person) of (Address) all carrying on business in partnershi	ip at (address of the firm, or
	and (Name of Person) of (Address) all carrying on business in partnershi	
sstt. Markey	and (Name of Person) of (Address) all carrying on business in partnershi	ip at (address of the firm, or

	syndicate)Syndicate)
and the state of t	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 contex
	so admits, he deemed to include all the partners of the said firm, their
(5) - (6) when the Lessee is a registered company	representatives, heirs, executors, additistrators and permitted assigns). (5) and (6) (Name of Company)
registeres company	a company registered under the Companies Act, 1956 (I of 1956) and having
	its registered office at (address)
100000	(hereinafter referred to as "the Lessee" which expression shall, where the context
	so admits, be deemed to include its successor of successors and permitted
(7) - (7) when the	assign or assigns).
operative Society	(7) (Name of Society)
	a Co-operative Society registered under the
	Co-operative Societies Act,
	under the Certificate of Registration No granted by
	and having its principal place of business at
	(hereinafter referred to as "the Lacese" which proves in the Wall when the
	(hereinafter referred to as "the Lessee" which expression shall, where the context so admits, be deemed to include, its successor or successors and permitted
	assign or ass gns) of the Other Part.
	WHEREAS by an Agreement dated theday of
	and made between the Lessor of the One Part and the Lessee of the Other
	Part, the Lessor agreed to grant to the Lessee upon the performance and
	observance by the Lessee of the obligations and conditions contained in the
	said Agreement, a lease of the piece or parcel of the land and premises
	hereinafter described AND WHEREAS the Lessee has constructed a structure/
	building in accordance with the said Agreement and the certificate of completion thereby contemplated has been granted.
	NOW THIS LEASE WITNESSETH as follows:
I Ci e	Interpretation
010	1. In these presents, the term 'Managing Director' shall mean the Managing
1330	Director including the Additional or Deputy Managing Director of the Lessor
1 00 40	and any officer authorised by him by a general or special order.
	Description of Land
	In consideration of the premises and of the sum of Rs (Rupees
) paid by the Lessee to the Lessor as
) paid by tilp Lessee to the Lesson as

premium and of the rent hereby reserved and of the convenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby denise unto the Lessee ALL that piece of land described in the Schedule hereun ler written containing by measurement __ ____ sq. Mtres. or thereabout and more particularly delineated on the plan annexed hereto and shown therebn by a red colour boundary line together with the buildings and erections now or at any time hereinafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Sixty years computed from the __ subject nevertheless to the provision of the Maharashtra Regional and Town Planning Act, 1956 (Mah. XXXVII of 1966) and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Registered Office of the Lessor or as otherwise required the yearly rent of rupees 100/- only from 1st January to 31st December or any part thereof, the said rent to be paid in advance without any deductions whatsoever on the 10th day of January in each and every year. Convenants by the Lessee 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 During the said term hereby created to pay unto the Lessor 'he said're at times, on the days and in the manner hereinbefore appointed to payment thereof clear of all deductions. To Pay Rates and Taxes To pay all existing and future taxes, rates, assessments, land revenue and outgoings of every description for the time being payable eitner by landlord or tenant or by the occupier in respect of the demised premise; 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 to the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease. Not to Erect Beyond the Building Line (d) Not to erect any building, erection or structure except a compound wall

upon the said plan.

and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown 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 except with the previous written permission of the Lessor which the Lessor shall be at liberty to grant consulter and conditions are such terms and conditions are may be then stipulated inlouding the condition for payment of additional premium.

Alterations

(g) That no alteration or addition shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous written permission of the Managing Director.

To Repair

(h) Throughout the said term at the Lessee's expenses well and substatial to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external paint air, 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 repars or any works are necessary they or any of them may be notice to the Lessee call upon him to execute the reparis 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

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.

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Indemnity

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

Payment 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, we ter drainage, conservancy for the demised premises regardles, or the extent or benefit derived by him/them/it from such amenities. Provided that no payment shall be made one year after such civic amenities have been transferred to a Local Authority constituted under any law for the time being in force. The payment shall be paid on the first day of April in each year or within 30 days therefrom. Without prejectice to the other tights of the Lessor under this agreement and/or in law, the Lessee shall he liable to pay to the Lessor interest at the rate to be approved by the Lessor by general or specific order, on all amounts due and payable by the lessee under this Clause if such amounts remains unpaid for seven days more after becomeing due.

Delivery of Possession After Expiration

At the expiration or sooner determination of the said term quietly to deliver (n) 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 convenants and conditions herein contained prior to the expiration of the said term to remove and appropriate all buildings, erections and structures and materials forming part of the demised premises but so nevertheless that the Lessee shall deliver up as afores id to the Lessor levelled and put in good order and condition to 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 have been delivered to or obtained by the Lessor, such building erection or structure shall stand for etited to the Lessor.

Not to Assign

(o) Not to sell, assign, mortgage, underlet or otherwise transfer wholly or partly the demised premises or his/their/its Interest therein or part wholly or partly with 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 such rate or rates as may be determined by the Lesser from time to time) and the premium paid by the Lessee to the Lessor, for obtaining the lates of the demissed land, subject to a minimum of Rs. 5000/-.
- (ii) In the Instrument by which the Lessee shall transfer the demised premises the Lessee shall impose upon the person to whom the demised promises 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/their/its interest 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 produces from Greater Bombay to New Bombay and is carrying on such buesinss or trade in a shop or place alloted to him by the lessor or the Bombay Agricultural Produce market Committee, in New Bombay, under the premission 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 to be carried on with the permission or licence grantable under the Maharashtra Agricultural Produce Marketing (Flegulations) Act, 1963 (Mah. XI of 64).

EXAPLANATION:

- (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 Lesser from time to time."
 - "For the purpose of his covenant the term 'transfer of the demised premises' shall mean and include the transfer or 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

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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 costituting the development plan for the New Bombay for the time being inforce) of the land or building permitted by the Lessor shall bear to such floor space index of the land or building or part thereo' so transferred or agreed to be transferred "Provided that no stare 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

To keep the buildings erected or which may hereafter be erected on the (p) demised premises excluding foundations and plinth, instred against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in a nationalised Insurance Company and on demand to produce to the Managing Director a Policy or policies of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected on the demised premises, or any part thereof shall be destroyed or damaged by fire, to forthwith lay out all the moneys which shall be received by virtue of any such insurance in re-building or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Managing Director AND whenever during the said term the said building or any part thereof respectively shall be destroyed by fire, tempest, hurricane or otherwise, the Lessee shall reinstate and repair the same to the satisfaction of the Managing Director and shall nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, tempest, hurricane or otherwise has happened.

Change in Status of the Lessee

(q) No Change in the legal status of the Lessee shall be 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 tile 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 as Land Revenue

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

Re-entry

If the said rent hereby reserved shall been arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained or if the Lessee be adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person or claiming a title in himself the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built 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 aforesald, 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 re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

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

6. If on the determination of the lease, any person is found to the 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).

Notice and Demands

7. Any demand for payment or notice requiring to be made upon or given to the Lessee shall be sufficiently made or given if sent by the Lessor through the post by registered letter addressed to the Lessee at the demised premises and any demand or notice sent by post shall be deemed to have been delivered in the usual course of post.

Compliance with the Maharashtra Regional & Town Plann 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 premise conto the Lessee and the Lessee has taken such lease upon the conditions, covenants and stipulations contained herein to be observed and performed by the Lessee and subject to Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1965, (Mah. XXXVII of 1966) and the rules and regulations made thereund including the New Bombay Disposal of Lands Regulations, 1975, for the time being in force and as amended from time to time.

Marginal Note

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

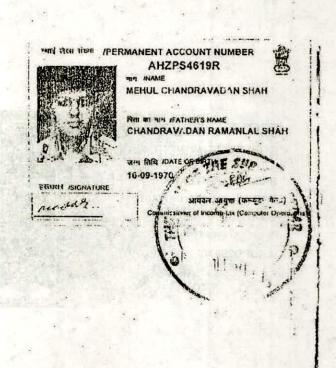
IN WITNESS WHEREOF the Lessor and the Lessee has/have hereuning set and subscribed his/their hand/s and seal the day and year first above written.

SCHEDULE

ALL THAT Piece or parcel of land known as Plot No.			by admeasurement			
sq. mtrs. or thereabout in		of water	Sector of	the layout		
of land situated, lying and being at viilage		, Taluka	·	1.		
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On or towards the West by	gu abragi		erning Admir Britis To			
and delineated on the plan annexed hereto and sho	wn thereor	by red c	olour boundry	line.		
SIGNED SEALED AND DELIVERED for and)					
on behalf of the CITY AND)					
INDUSTRIAL DEVELOPMENT	*	12.6				
INDUSTRIAL DEVELOPMENT	,		presentation of the control			
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इस कार्ड के खो / मिल जाने पर कृपया जारी करने तारे प्राधिकारी को स्थित / बापस कर दें आयकर आयुक्त (कप्प्युटर केन्द्र), भी-13, प्राथककर भयन, मांद्रा-कृत्मी कॉम्प्नेक्स, मुंबई - 400 051. 99

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C-13, Pratyakshakar Bhavan,
Bandra-Kurla Complex,
Monthal - 400 051.

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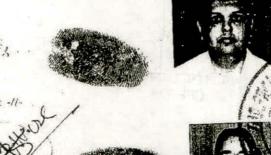
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