

(4)

SUB-LEASE

Articles of Agreement made this day 24th of March in the Christian Year One Thousand Nine Hundred and Ninety Seven at Vasai between The Vasai Taluka Industrial Co-operative Estate Ltd., a Society registered under the Maharashtra Co-operative Societies Act, 1960 having registration No. TNA PRD-I-102 of 1963 dated 31st January 1963 (hereinafter called the "Lessors" or the "Lessor Society" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include the successors-in-interest, executors and administrators or assigns of the One Part- AND Shri/Shrimati/M/s Premier Cans, Plot No. 22, Sector I, Vasai Taluka Indl. Co-op. Estate, Gauraipada, Vasai (E), Dist. - Thane - 401 208.

hereinafter called the "Lessee" (which expression shall, unless it be repugnant to the context or meaning thereof, mean and include, heirs, executors, survivors, administrators and assigns, transferees, caretakers, licensees, sub letters of the lessees) on the other part and WHEREAS:

(i) The Vasai Taluka Industrial Co-operative Estate Ltd., the lessors have been registered under the Maharashtra Co-operative Societies Act, 1960 under Regd. No. TNA-PRD-I-102 of 31. 1. 1963 classified as "Producers Society" and has been functioning for achieving the objects mentioned in its Bye-laws and in pursuance of the said objects has acquired from the Government of Maharashtra a ease of land for **NINETY YEARS** more particularly described in the First Schedule annexed hereto but for brevity sake shall be referred hereafter as the "lease land" by lease agreement and referred to hereafter as the parent lease-deed' bearing the date **10th Nov. 1966** between the Governor of Maharashtra and the lessors and registered at the Vasai Sub-Registry under No. **253 of 1967** in respect of the said lease land on and subject to the terms, conditions and stipulations particularly set out therein and after the said acquisition of the lease and taking of possession of leaseland the lessor has developed various Industrial plots on the said lease land one of which being the sub-demised plot more particularly described in Second schedule hereto and

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(ii) The Government of Maharashtra through the Governor has thereafter increased the term of the said lease from 30 years to 90 years with provision for revision of the rent after thirty years on terms and conditions and stipulations mentioned in "Agreement of Lease of Land to Co-operative Industrial Estate Societies" dated **16-12-1969** and hereinafter called the "Revised Parent Lease Deed", and

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(iii) The lessee is a member of the Lessor Society holding **four** shares therein and has applied for allotment of sub-lease of the plot No. **22** and

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(iv) The lessee has read and understood the said parent lease deed between the Lessors and the Governor of Maharashtra dated **10-11-1966** and the Revised Parent Lease Deed referred to above and has further agreed to abide by and take this sub-lease subject to the terms and conditions mentioned in the said Parent Lease Deed and the Revised Parent Lease Deed and those mentioned hereafter and

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(v) The Lessor Society has prepared a layout plan of the lease and dividing the same into plots to be allotted to the members and the Lessee has seen the said plan and read and understood the Allotment Rules as well as Terms and Conditions of Allotment of Plots / Sheds and the Lessor Society has numbered the said plots, developed them, constructed common passages and roads, laid drainage, provided water supply, arranged for electricity etc., and done all such things as to render the said plots usable as plots of land and the Lessor has agreed to allot one of the said plots bearing number **22** for industrial purposes except for setting up industries mentioned in 'Third Schedule' annexed hereto and in the said lease land and layout plan and admeasuring being the sub-demised plot to the lessee and has further agreed to grant a sub-demise of the said sub-leased plot which is more particularly described in the Second Schedule and written and delineated on the plan thereof which is annexed to Second Schedule and which is duly signed by the lessor, and is surrounded thereon by red coloured boundary line unto the lessee on the terms and conditions hereafter appearing and also subject to the terms and conditions of the Parent Lease Deed dated **10-11-1966** and Revised Parent Lease deed referred to earlier and the Lessee has executed an Agreement dated - in favour of the Lessor and taken possession of the of the said sub-demised plot of land on and

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(vi) The Society has obtained a loan of Rs. 6 lakhs from Life Insurance Corporation of India for meeting 60% of the cost of

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construction of sheds on the sub-demised plot granted to the lessee and other members of the Society vide agreement dated 6th June 1968 on the Governor of Maharashtra giving guarantee for repayment of this loan with interest for benefit of the Lessor Society and its members including the lessee and in consideration of the Governor of Maharashtra giving such Guarantee the Society has executed a Mortgage Deed dated 13th October 1968 in favour of the said Governor of Maharashtra and the Lessee has read, understood and agreed to the terms and conditions of the said Agreement of Loan dated 6th June 1968 and Mortgage Deed dated 13th October 1968 and has accepted the sub-lease subject to rights title and interest of the Life Insurance Corporation of India and the mortgagees therein;

NOW THEREFORE THIS INDENTURE OF SUB LEASE WITNESSETH AS UNDER;

In pursuance of and subject to the parent lease deed dated ~~10-11-1968~~ revised Parent Lease Deed and Rules of Allotment dated 24-9-1967 and Terms and Conditions of Allotment of Plots/Sheds dated 29-9-1968 regarding sub-demised land writing dated between the Lessor and the Lessee and in consideration of and developments made on the sub-demised land described in the second schedule hereto and in consideration of the rents covenants and conditions reserved and contained in this Indenture and on the part of the Lessee to be paid performed and observed, the Lessor **DOTH HEREBY SUB-DEMISE** unto the Lessee all that piece and parcel of land situate at **Survey No. 235** in Mouje **Achole** Taluka Vasai Dist-Thane. containing by admeasurement an area of **1150** sq. yds. i. e. **960** sq. meters or thereabouts being the sub-demised plot and more particularly described in the Second Schedule hereunder written TO HOLD the said sub-demised plot unto the Lessees for period of **NINETY YEARS** commencing from **20-8-1964** A. D. and expiring on **19-8-2054 A.D.** or such earlier date on which the parent or revised lease may stand terminated and / or revoked and/or cancelled or this sub-demised plot's deed may stand terminated and/or revoked and/or cancelled and such sub-demised plot yielding an paying therefore the rent in respect of each English Calender year the ground rent calculated at the rate of Rs. **344 for 960 sq.mtrs.** or at such revised rates as the Lessors may fix in view of revision or fixation of rent reserved under the parent or revised lease deed by the Industries Commissioner or any circumstances arising in connection therewith which revision shall not be questioned by the Lessees and commencing from the **1st** day of **February ,94** the said rent to be payable on or before the day of the **31-3/30-6/30-9/31-12.**

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All that piece of land bearing Survey No. 233 (A) part of village Gokhivare, Taluka Vasai. scheme situate on the Vasai Vajreshwari Road, within the Registration Sub-District of Vasai Dist. Thane containing by admeasurement 75,625 sq. yds or there abouts and bounded as follows that is to say on or towards the North by Survey No. 235 of Village Achole, on or towards the south by Survey No. 234 of Village Gokhivare on or towards East by Survey No. 237 and 238 of Village Gokhivare and or towards West by Survey No. 233 A (Original) of Gokhivare Village and which said land piece of land bears Survey No. 233 (A) part and is delineated on the plan annexed to these presents binding thereon.

The Second Schedule Above Referred To
(Description of sub-demised plot of land)

All that piece of land bearing Plot No. 22 in and part of plot of land in Survey No. 235 in Village Achole, ~~Village Gokhivare~~ described in First Schedule above and containing by admeasurement.

1150 Sq. yds., or thereabout and bounded as follows that is to say on or towards the North by Plot No. 23 on or towards the South by Plot No. 21 on or towards the East by ~~Plot No. 40~~ 40^o Road on or towards the West by Plot No. 57 which said piece of land bears Plot No. 22 given by the Lessor ~~and~~ the Plan annexed to ~~the~~ ~~boundary~~ line.

The Third Schedule Above Referred to

List of Obnoxious Industries:

- 1. Fertilizer manufacture from roganic materials, provided however that these provisions shall not apply to the manufacture of fertilizer from provisionally processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
- 2. Sulphurous, sulphuric, picric, nitric, hydrochloric, or other acid manufacture of their use or shortage except as accessory to a permitted industry.
- 3. Ammonia manufacture.
- 4. Incineration, reduction or dumping of offal dead animals in garbage or refuse on a commercial basis.

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The Vasai Tal. Industrial Co-op. Estate Ltd.

Signed and Sealed and delivered by :

Chairman

Shri **S. K. Makda,**

Vice-Chairman

Shri **M. V. Sheth,**

Director

Shri

Manager

~~xxx~~ **Mrs. Halima A. Saudagar**

The lessor abovenamed

for and on behalf of the lessor.

THE VASAI TALUKA INDUSTRIAL CO-OPERATIVE ESTATE LTD.

At Village Gaurai pada, Post., Vasai (E), Industrial Estate,

Tal. Vasai, Dist. Thane in the presence of

~~xxx~~ **Mrs. Priya P. Bhoir.**

Shri

Signed and Sealed and delivered by :

Shri **Mrunal N. Vimadalal,**
Partner

of M/s. **Premier Cans.**

Lessee abovenamed signed

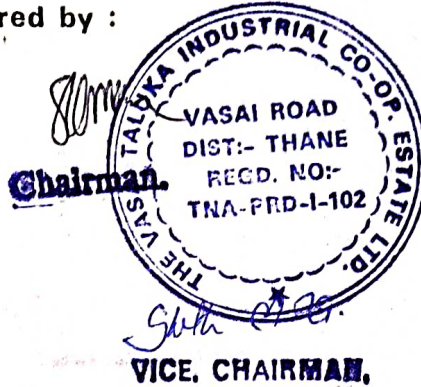
in the presence of

Shri **V. V. Udare.**

Shri

Place: Vasai.

Dated: *24th May, 97.*



G.V. Sheth
VICE. CHAIRMAN,

H.A. Saudagar
Manager.

Priya P. Bhoir

M.N. Vimadalal
For Premier Cans.

M.N. Vimadalal

Partner

V.V. Udare

क्र. तजिनि/अभिनिर्णय/९६/५
तह जिल्हा निबंधक, व मुद्रांक
जिल्हाधिकारी, ठाणे.
दिनांक :- ३ / ४ / ९६.

प्रति,

दी वसई तालुका,
इंडस्ट्रीयल को.ऑप.इस्टेट.लि.,

वसई.
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विषय :- मुद्रांक शुल्क व नोंदणी फी माफी बाबत..

संदर्भ :- आपले पत्र क्र. ५१७/९५-९६/डी - ४,
दिनांक : २५/११/९५.

महोदय,

वरील संदर्भांनुसार आपण या कार्यालयास सादर केलेल्या
भाडेपट्ट्याचा दस्त हा "दी वसई तालुका इंडस्ट्रीयल को.ऑप.
सो. व सभासद यांच्यामध्ये असल्यामुळे तसेच आपली संस्था ही
प्रोड्युसर्स सोसायटी असल्यामुळे वरील दस्तास शासन अधिसूचना
क्र. सी.एस.एल-१७७२/१५८८९-१५ सी [१७१] दि. १४/३/८०
अन्वये मुद्रांक शुल्क व नोंदणी फी यांस माफी आहे.

आपला विश्वासु,


तह जिल्हा निबंधक व
सह जिल्हा निबंधक व
मुद्रांक जिल्हाधिकारी, ठाणे.
ठाणे.

THE VASAI TAL INDUSTRIAL
CO-OP. STATE LTD.

Received on 4 APR 1996
In. Reg. 014
File No.
Chai
Vice. man
Manager