In case there shall be a deficit in this regard, the Purchaser/s shall forthwith, on demand, pay to the Vendors the proportionate share to make up such deficit. The aforesaid amounts/ deposits shall not carry any interest.

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30. In addition to the aforesaid amounts as mentioned in Clause 29 hereinabove, the Purchaser/s shall also be liable to pay to the Vendors on or before date of the execution of this agreement an amount of **Rs.** 3,44,000/- **(Rupees** Three Lac Forty Four Thousand **Only)** as and by way of transfer fees/Collector fees/government charges, levies and other miscellaneous charges payable to the Collector as per the Collector's Order dated 24th April 2012 and 25th April 2012;

31. The Purchaser/s has/ have paid an amount of Rs. 3,090/- (Rupees Three Thousand & Ninety Only) being Service Tax on the part consideration paid to the Vendors on or before execution of this Agreement. The Purchaser/s further agrees and undertakes to pay further Service Tax on the remaining consideration amount at the rate of 3.09% (or at such other rate that may be applicable at that point of time as per the Finance Act, as amended from time to time) in respect of the said Gala as and when demanded by the Vendors to enable the Vendors to pay the same to the Appropriate Authority.

32. The Purchaser/s shall pay an amount of Rs. 45,925/- (Rupees Forty Five Thousand Nine Hundred Twenty Five Only) being 1% (or any such prevailing rate as may be applicable and in force for the time being) VAT (Value Added Tax) in respect of the said Gala. The Purchaser/s shall immediately on execution hereof draw a Demand Draft for the aforesaid amount in favour of the Vendors

The Vendors

The Purchaser/s

to enable the Vendors to pay the same to the Appropriate Authority.

33. The Purchaser/s hereby agrees that in the event of any amount by way of premium or security deposit or fire cess is paid to the Corporation or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Vendors the same shall be reimbursed by the Purchaser/s to the Vendors in proportion to the carpet area of the said Gala agreed to be acquired by the Purchaser/s and in determining such amount, the decision of the Vendors shall be conclusive and binding upon the Purchaser/s.

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34. The Vendors shall utilize the sum referred to in clause 29 (a) for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement. In respect of the amounts mentioned in Clauses 29 (b) & 29 (c), the Vendors are not required to and shall not be called upon to render any accounts for the same. The Vendors shall be entitled to utilise the amount mentioned in Clause 29 (e) towards payment of Municipal taxes and other taxes, outgoings, maintenance charges and dues in the event of the Purchaser/s making any default in the payment thereof regularly as agreed herein by him/her/them. The liability of the Vendors to pay the taxes, maintenance charges etc. as mentioned in the clause 29 (e), in the event of Purchaser/s defaulting in paying the same, shall be limited to the advances collected by the Vendors from the Purchaser/s and in the event of the Purchaser/s not paying the maintenance and other charges and on the Vendors exhausting advances received under clause 29 (e), if the said Gala is attached/sold by the Appropriate Authority towards default in the payment of such taxes the Vendors shall not be responsible thereof. In the event of any additional amount becoming

The Vendors

The Purchaser/s

payable, the Purchaser/s shall forthwith on demand pay/ deposit the difference to the Vendors. The aforesaid amounts/deposits shall not carry any interest.

35. The Purchaser/s shall abide by all bye-laws and regulations of the Government, Municipal Corporation of Greater Bombay, Electric Company and any other Authorities and local bodies and shall attend to, answer and be responsible for actions violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions contained in this Agreement.

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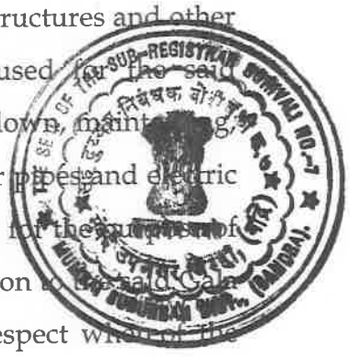
36. The Purchaser/s hereby covenant(s) with the Vendors to pay the amounts liable to be paid by the Purchaser/s under this Agreement and to observe and perform the covenants and conditions contained in this Agreement and to keep the Vendors indemnified against the said covenants and conditions except so far as the same ought to be observed by the Vendors. The Purchaser/s also agrees and undertakes to give all the facilities to the Vendors to carry out additional construction work on the building now under construction and/or construction of additional structures on the said Property. The Vendors are not bound to give notice requiring payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount/s on the respective due dates.

37. The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchasers' interest or benefit factor of this Agreement or part with the possession of the Gala until all the dues payable by the Purchaser/s to the Vendors under this Agreement are fully paid up and subject to the permission in writing of the Collector, concerned authority, Vendors for the purpose and subject to the Bye-laws of the said Society.

The Vendors

The Purchaser/s

38. The Purchaser/s shall permit the Vendors and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their said Gala or any part thereof for the purpose of repairing any part of the building and/or cables, water covers, fittings, wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and/or other similar purposes and also for the purpose of cutting off the water supply/electric connection to the said Gala or any other premises in the building in respect whereof the Purchaser/s or the occupiers of such other premises as the case may be shall have committed default in paying his/her/their share of water tax and/or other outgoings and the electric charges.



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39. After the possession of the said Gala is handed over to the Purchaser/s if any additions or alterations in or about or relating to the said Building is required to be carried out by the Government, Municipality or any other statutory Authority, the same shall be carried out by the Purchaser/s and other Purchaser/s in the building at his/her/their own costs and the Vendors shall not be in any manner liable or responsible for the same.

40. The Purchaser/s shall not do or permit to be done any act or thing which may render void or voidable any insurance of any premises or any part of the said Building or cause any increase premium to be payable in respect thereof or which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the building.

41. Any delay or indulgence by the Vendors in enforcing the terms of this agreement or any forbearance or giving of time to the

The Vendors

The Purchaser/s

Purchaser/s shall not be considered as a waiver on the part of the Vendors of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s nor shall the same in any manner prejudice the remedies of the Vendors.

42. The Purchaser/s himself/herself/themselves with the intention to bind all persons into whosoever hands the said Gala may come, doth hereby covenants with the Vendors as follows:

42.1 To maintain the said Gala at the Purchaser/s costs in good tenantable repair and condition from the date the possession of the said Gala is taken and not to do or suffer to be done anything in or to the building in which the said Gala is situated, and also in the staircase or any passages which may be against the rules, regulations or bye-laws of the concerned local or other authority or change/ alter or make addition in or to the building in which the said Gala is situated and the said Gala itself or any part thereof;

42.2 To follow the Bye-laws of Kandivli Co-operative Industrial Estate Limited "the said Society" and not to do anything in contradiction to the bye-laws of Kandivli Co-operative Industrial Estate Limited. In the event of the Purchaser/s violating any of the bye-laws of the said Society and by doing anything in contradiction to the bye-laws of Kandivli Co-operative Industrial Estate Limited and in consequence thereof, the Purchaser/s alone shall be responsible for any action taken by the said society against the Purchaser/s and the Vendors shall not be responsible for the same;

42.3 Not to store in the said Gala any goods which are of hazardous, combustible or dangerous nature or are so

The Vendors

The Purchaser/s

heavy as to damage the construction or structure of the said Building or storing of which goods is objected to by the concerned local or other authority and shall not do or cause to be carried heavy packages to upper floors which may damage or likely to damage the staircase, common passage or any other structure of the said Building, including entrances of the said Building and in case of any damage is caused to the said Building or the said Gala on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequence of the breach;

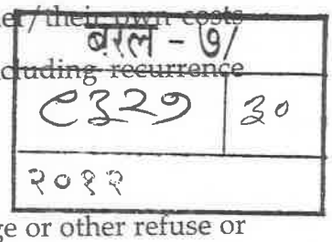
42.4 To carry out at his/her/their own cost all internal repairs to the said Gala and maintain the said Gala in the same condition, state and order in which they were delivered by the Vendors to the Purchaser/s and shall not do or suffer to be done anything in or to the Vendors in which the said Gala are situated or the said Gala which may be forbidden by the rules and authority or other public authority. And in the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;

42.5 Not to demolish or cause to be demolished the said Gala or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation and outside colour scheme of the said Building and shall keep the portion, sewers, drains and pipes in the said Gala and appurtenances thereto in good tenantable repair and condition and in particular so as to support, shelter and protect the other part of the said Building and shall not chisel or in any other manner damage the columns,

The Vendors

The Purchaser/s

beams, walls, slabs, or R.C.C. pardis or other structural members in the said Gala without the prior permission of the Vendors and/or the Co-operative society. In case on account of any alterations being carried out by the Purchaser/s in the said Gala (whether such alterations are permitted by the concerned authorities or not) if there shall be any damage to the adjoining premises or to the premises situated below or above the said Gala (inclusive of leakage of water and damage to drains) the Purchaser/s shall at his/her/their own costs and expenses repair such damage (including recurrence of such damages);



42.6 Not to throw dirt, rubbish rags, garbage or other refuse or permit the same to be thrown from the said Gala in the compound or any portion of the said land and the said Building;

42.7 Pay to the Vendors within 7 (seven) days of demand by the Vendors his/her/their share of security deposit demanded by the Concerned Local Authority or Government for giving water, Electricity or any other service connection to the said Building;

42.8 To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned Local Authority and / or Government and / or other Public Authority, on account of change of user of the said Gala by the Purchaser/s;

42.9 The Purchaser/s shall not let, sub-let, transfer, assign, or part with the Purchaser/s interest or benefit factor of this Agreement or the said Gala or part with the possession of the said Gala or any part thereof until all the dues

The Vendors

The Purchaser/s

payable by the Purchaser/s to the Vendors under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have obtained permission in writing of the Collector, concerned authority, Vendors for the purpose and subject to the Bye-laws of the said Society;

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42.10 The Purchaser/s shall observe and perform all the rules & regulations of the Society and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies. The Purchaser/s shall also observe and perform all the stipulations and conditions laid down by the society regarding the occupation and use of the said Gala in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this agreement;

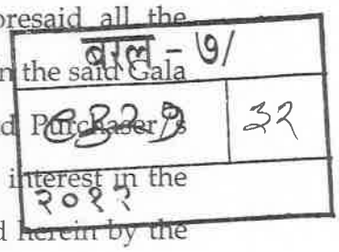
42.11 The Purchaser/s shall permit the Vendors and his Surveyors and Agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof;

42.12 To observe and perform all the terms and conditions and covenants to be observed and performed by the Purchaser/s as set out in this Agreement (including in the

The Vendors

The Purchaser/s

recitals thereof). If the Purchaser/s neglects omits or fails to pay for any reasons whatsoever to the Vendors under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser/s shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to the Vendors shall be entitled to re-enter upon and resume possession of the said Gala and everything whatsoever there is and this Agreement shall cease and stand terminated. The Purchaser/s herein agree that on the Vendors re-entry on the Premises as aforesaid all the right, title and interest of and Purchaser/s in the said Gala and under this Agreement shall cease and Purchaser/s shall thereupon cease to have any right or interest in the said Gala. In that event all the monies paid herein by the Purchaser/s (except the outgoings apportionable to the said Gala till the date of such termination) shall after sixty days of such termination be refunded by the Vendors to the Purchaser;



42.13 To observe all the terms and conditions which has been laid down by the Collector in respect of the said property including the transfer of the said Gala and in the event of the breach of the terms and condition is committed by the Purchaser/s then the Vendors shall not be liable for the same;

42.14 If any structural modifications are required in or to the said Gala and/or in or to the building at any time in future, the same shall be carried out only under the supervision and advice of the Architect and Structural Engineer of the said building, i.e., The addresses of the Architect:-

The Vendors

The Purchaser/s

Shri B. S. Joshi (Architect)
Brighton Architects (India) Pvt. Ltd.
"A" Wing, Ground Floor, Trade Star,
Next to Kohinoor Continental Hotel,
Andheri-Kurla Road, Andheri (East),
Mumbai 400 059.

P. T. Gala (Structural Engineer)
Pravin Gala Consulting Engineers,
Suvarna Nagar Co-Op. Hsg. Soc. Ltd.,
N. S. Road No.5, Juhu Scheme,
Vile Parle (West), Mumbai 400 056.

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42.15 The Purchaser/s specifically agrees and undertakes not to carry out any change to the external elevation of the building;

42.16 Not to lay any demands, claims of any nature whatsoever to the terraces on any floors of the said Building which have been sold by the Vendors.

43. Letters, receipts and/or notices issued by the Vendors dispatched under Regd Post AD/ Courier to the address known to them of the Purchaser/s shall be sufficient proof of receipt of the same by the Purchaser/s and shall complete and effectively discharge the Vendors. For this purpose, the Purchaser/s has/have given the following address:

A/202, Saraswati Apt.,
Opp. Bhagwati Hospital,
S.V. Road, Borivali (w),
Mumbai- 400 103.

Email: agsmetal@live.in Mob: 9892205900

44. All costs, charges and expenses in connection to this agreement and as contemplated by the provisions of the Maharashtra Ownership Flats' Act, 1963 as well as the costs of preparation,

The Vendors

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engrossing, stamping and registration of this agreement, stamp duty and registration charges in respect of this agreement in respect of premises as well as the entire professional costs of the Advocate for preparing and approving all such documents shall be borne by the Purchaser/s alone. The Vendors shall not contribute anything towards such expenses.

45. In the event of any Works Contract Tax, etc. and/or other imposts/impositions are levied by the Government or any statutory authorities or bodies in respect of the Agreement For Sale and/or the and/or in respect of the said premises given in such event, Purchaser/s shall within 07 (seven) days of a written demand made on them by Vendors, pay and/or reimburse such amount of tax/imposts/ impositions (as the case may be), without delay or demur and shall indemnify and keep the Vendors fully indemnified in respect of the non-payment or delayed payment thereof.

46. All the disputes and differences between the parties hereto in connection with this Agreement, including the interpretation of any term or condition hereof either during the subsistence of this Agreement or subsequent thereto, shall be referred to arbitration of Three Arbitrators, one to be appointed by the Vendors and one to be appointed by the Purchaser/s and the Two Arbitrators so appointed shall appoint a Third Arbitrator who shall act as the presiding Arbitrator/Umpire. The Arbitration shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or its statutory modifications for the time being in force. The Arbitration shall always be held in Mumbai and the courts of Mumbai shall always have jurisdiction in the matter. The award of the Arbitral Tribunal shall be final and binding on both the parties.

47. The Purchaser/s shall lodge this agreement with the Sub-

The Vendors

The Purchaser/s

Registrar of Assurances at Mumbai and intimate to the Vendors the particulars of the number under which the agreement is lodged for registration.

48. The Parties hereto confirm that this document constitutes the full agreement between the Parties and supersedes all previous agreements, arrangements, understanding, writings, letters, brochures and/or other documents entered into, executed and/or provided.

49. As required by the Income-tax (Sixteenth Amendment) Rules, 1998:

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49.1 The Vendors states as under:
They are assessed to Income Tax and the Permanent Account Number allotted to them is **AAACM9033E**;

49.2 The Purchaser/s is/are assessed to Income Tax and the Permanent Account Number allotted to him/her/them is AYYPS0665F & BIMPS1988N.

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Mumbai on the day and year first herein above written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land or ground together with the structures standing thereon situate lying and being at Plot Nos. 138 - 141 ABCD (corresponding C.T.S No.349, 349/1, 350, 350/1, 351, 351/1, 352 and 352/1) of Revenue Village Kandivli, Taluka Borivili Kandivli Co-operative Industrial Estate, Charkop, Kandivli (West), Mumbai 400 067

The Vendors

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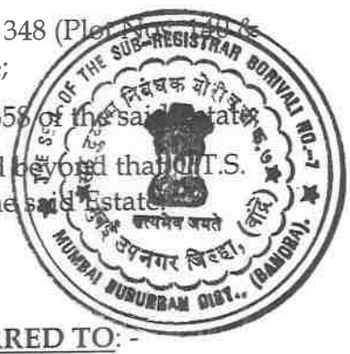
admeasuring 7200.1 sq.mtrs. or thereabouts in the Registration Sub-District of Bandra, Mumbai Suburban District and bounded as follows:

On or towards the North : by Existing Road and beyond that C.T.S. No.353 & 348 of the said Estate;

On or towards the South : by C.T.S. No.353 and 348 (Plot Nos. 140 & 139) of the said Estate;

On or towards the West : by C. T.S. No.359 & 358 of the said Estate;

On or towards the East : by Existing Road and beyond that C.T.S. No. 342 and 343 of the said Estate;



THE SECOND SCHEDULE ABOVE REFERRED TO: -

The nature, extent and description of the common areas and facilities and of the Limited Common areas and facilities are as under:-

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A) **COMMON AREAS & FACILITIES:-**

i) Entrance lobby and lobby of the building;

ii) Compound of the building i.e. the open area (out of the said Property) appurtenant to the built-up area of the building but excluding car-park areas, if any allotted to the Gala Purchaser/s;

iii) Staircase of the building including the landing for the purpose of ingress and egress but not for the purpose of storage, recreation, residence or sleeping;

iv) Pump room with pump in the compound.

B) **LIMITED COMMON AREAS & FACILITIES:-**

Landing in front of stairs on the floor on the particular Gala is located, as a mere access to the Gala but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the Galas on that particular floor and

The Vendors

The Purchaser/s

the visitors thereto but is subject to means of access for reaching other floors, available to all residents and their visitors.

Terraces, which are allotted specifically to Gala Purchaser/s shall belong to and are meant for the exclusive use of such Gala Purchaser/s alone. No other Gala Purchaser/s or the Society shall have or claims any rights thereto.

All areas not covered under "common areas and facilities" including open spaces, terrace, parking spaces are restricted areas and facilities and the Vendors have absolute rights to dispose of the same as the Vendors deem fit.

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THE THIRD SCHEDULE ABOVE REFERRED TO :-

1. The expenses of maintaining, repairing, re-decorating etc., of the main structure and in particular the roof, gutters and rain water pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers of other premises and the main entrance, passages, landings, staircases of the other buildings as enjoyed by the Purchaser/s used by him/her/them in common as aforesaid and the boundary walls of the building, compounds, terraces, etc.

2. The costs of cleaning and lighting the passages, landings, staircases and other parts of the buildings so enjoyed or used by the Purchaser/s in common as aforesaid.

3. The costs of decorating the exterior of the building.

4. The salaries of clerks, bill collectors, sweepers etc.

5. The costs of working and maintenance of water pumps and lights and other service charges.

The Vendors

The Purchaser/s

6. Municipal and other taxes and other assessments.

7. Insurance of the building.

8. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

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SIGNED AND DELIVERED)

by the within named "**The Vendors**" For METALLICA INDUSTRIES LIMITED

Metallica Industries Limited)

Through its Director)

MR. KEYAN A. SHAH)

DIRECTOR

In the presence of...)

1. _____)

2. _____)

SIGNED AND DELIVERED)

by the within named "**The Purchaser/s**")

Mr. Paresh Kumar G. Suru)

_____)

Mr. Ashok Kumar G. Suru)

In the presence of...)

1. _____)

2. _____)

The Vendors

The Purchaser/s

RECEIPT *(Unit No.22 - Seventh Flr)*

RECEIVED on the day and year first herein above written of and from the withinnamed Purchaser/s, the sum of Rs.1,00,000/- (Rupees One Lac Only) as and way of part consideration to be paid by the Purchaser/s to us. The details of the payment are as follows: -

Sr. No.	Date	Cheque No.	Bank	Amount in Rs.
1	24.09.2012	577985	Union Bank of India	1,00,000/-
			Total	**1,00,000/-**

We Say Received
Metallica Industries Limited

Director
The Vendors

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The Vendors

The Purchaser/s

Annexure - A

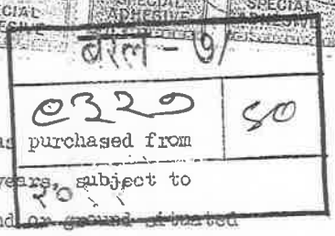
Annexure - II

For Superintendent of Stamps
Bombay.

FORM OF 30 YEARS LEASE

THE GOVERNOR OF MAHARASHTR...

TO



M/S. Metallica Works Pvt. Ltd. has purchased from Government the right of occupation for a term of 30 years, subject to the conditions hereinafter mentioned of a plot of land ~~or ground situated~~ in Kandivali Industrial Estate being Registration No.Plot No.138 to 141 ABCD in the map marked sheet No. DCR No.74/62 and containing about 8115 square yards (i.e. 6785 sq. Mtrs.) and of the following shape, and about the following dimensions: in the registration Sub-District Bombay City and Sub-District Bombay Suburban (here insert sketch or tracing). (Sketch enclosed). as per Addl.Collector, B.S.D.'s allotment letter No.C/LND-SR-II-92 dated ~~29th November, 1961~~. 15-X-1962

AND WHEREAS the said M/S. Metallica Works Pvt. Ltd. had paid the Development charges purchase money for the said plot for the said term, viz., Rupees 56,805.00.

I, the Additional Collector of B.S.D. (hereinafter called "the Collector") hereby lease on behalf of Government to the said M/s. Metallica Works Pvt.Ltd. (hereinafter called "the Lessee") the right of occupancy of the said plot of ground for the term of 30 years, ~~from the date~~ subject to the following conditions that is to say :- possession handed over on ~~15-1-62, 24-11-62~~ 24-12-62 24-11-62

I. The Lessee shall pay to Government an annual rent of Rupees 4,098.05 in respect of the said plot.

II. The Lessee shall pay the said rent in advance in one annual payment on the 1st of August in each year. If the said rent be not paid within three months from the said 1st August in each year, interest at the rate of nine per cent per annum shall be charged upon the said rent in arrear from the expiration of the said three months until payment, and if the said rent, together with such interest thereon as shall be due be not paid within a year from the said 1st of August in each year, payment of such rent and interest shall be enforced by proceeding in any of the modes prescribed by any of the Regulations, or Acts of the Legislature, now or hereafter to be in force relating to the realization of Government land revenue; and if the said rent, together with all interest thereon, be not paid within two years from the said 1st August, this lease and all rights thereunder shall become forfeited to Government.

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III. Within six months from the date of taking over possession the Lessee shall Commence the construction of the industrial shed on the said plot and shall completely finish the same fit for occupation within one year from the date of such commencement.

IV. No roofs, or exterior or party wall, of wood, bamboo, thatch or similar combustible materials shall be erected on the said plot.

V. No building of any kind whatsoever shall project over the edge of the public footpath or prescribed line of road nearest thereto of the said plot.

VI. If Government have reason to believe that any misrepresentation or concealment is made in regard to saleprice, the sale or transfer will be declared void at the discretion of Government.

VII. The land and the building erected or to be erected thereon shall not be used for any purpose other than as an industrial shed without the previous sanction of the Collector.

VIII. The said plot and all buildings thereon shall be subject to municipal taxation, and to any taxation for local purposes which is now or may hereafter be imposed and shall also be subject to the tax affecting the said plot or any of the buildings thereon, of the nature contemplated in the second paragraph of section 64 of the Maharashtra Land Revenue Code, 1966 which may hereafter be imposed by the Legislature.

IX. The land shall not be subdivided and no part of the said plot shall be disposed off without the permission of Lessor who shall be free to demand enhanced rent as a condition for granting the permission.

X. The Lessee shall not at any time, assign under-let the said plot or any part thereof or otherwise transfer his rights or interest under this lease to anybody without the previous consent in writing of the Collector and it shall be open to the Collector while granting such consent to impose condition requiring the Lessee to pay to the Government half the unearned increment in the event of any assignment under-letting or transfer as above whether outright or as a result of an unredeemed mortgage, and every such assignee, under-lessee or transfer-or shall use the said plot only for the purpose for which it has been let out under the terms hereof.

XI. If the Lessee shall fail to observe or fulfil the conditions of this lease or any of them, he shall forfeit to Government all right and title under this lease to the said plot and building thereon and it shall be lawful for the Collector on such default as aforesaid, to enter upon the said plot and take possession of the same and of all buildings thereon

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thereon and hold the same to the use of Government freed and discharged from all encumbrances created thereon by the Lessee.

Provided that the Collector may in lieu of such resumption order the removal or alteration within the prescribed period of any building or structure erected or used contrary to the provisions of this grant or to any of the abovementioned conditions of this lease and on such being not removed not being carried out within the prescribed period, may cause the same to be carried out and may recover the cost of carrying out the same from the Lessee as an arrear of land revenue or may resume the said plot and all buildings thereon in the manner authorised by this condition and it shall be in the sole, absolute and unfettered discretion of the Collector subject to the orders of Government or any authority empowered by it in this behalf to adopt either one or other of the above remedies as may seem desirable to him in the circumstances. If the Lessee contravenes the conditions of using the land for the specific purpose or purposes for which it has been given the Collector may without prejudice to any other penalty to which the Lessee may be liable under the provisions of the said Code continue the said land in his occupation on payment of such fine and non-agricultural assessment or rent as the Collector may direct.

The lessee shall pay to the Bombay Municipal Corporation the cost on account of the sanitary Blocks to be constructed by the Bombay Municipal Corporation as may be fixed by that Body.

XII. If the said term should not become forefeited under any of the preceding clauses of this Lease, but should expire by effluxion of time, the Lessee shall have a renewal of the said Lease for such further period as Government may then fix on his consenting to pay the annual rate which may be assessed on the said land at a general revision of assessment at the commencement of such period; as also a premium to be fixed by Government for the continuance of the right of occupancy for such period and if the lessee shall not assent to comply with such terms, Government shall at the expiration of the then expiring period of 30 years, enter upon and take possession of the said demised premises, and the said M/s.Metallica Works Pvt.Ltd., their heirs, successors, legal representatives and assignees, shall at the expiration of the said term, or within six calendar months after Government shall have given notice of the terms on which it is willing to renew the Lease, clear of all buildings and erections that may be upon the said plot unless the Collector and the said heirs, successors, legal representatives and assignees, shall in the meantime agree upon a valuation to be put upon the said buildings and erections, and the Collector shall assent to take them at such valuation.

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XIII. ~~The Lessee shall pay to the Bombay Municipal Corporation~~ the cost on accou of the development of the land as may be fixed by that body.

XIV. The annual rent of the said plot reserved hereunder shall remain in force for a period of 10 years from the date of taking over possession and the same liable to be increased or decreased, in the light of the market value of the land then prevailing. and the same shall be liable to revision at the end of every 10 years

The Lease agreement executed on 20th Feb. 68 is hereby cancelled.

XV. In this Lease the words "the Lessee" shall include the Lessee heirs, successors, legal representatives or assignees; and the words Collector" shall include the Addl. Collector of the Bombay Suburban District for the time being and any other officer whom the Government may at any time appoint to exercise the powers of Collector under this Lease

This Lease is executed on behalf of the Governor of Maharas and under the hand and seal of the Addl. Collector of Bombay Suburban District,

this day of 20th. November 1976

one thousand nine hundred and Seventy Six

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(SEAL)

(Signed)

(C. D. Singh)
Additional Collector,
Bombay Suburban District.

In the presence of:

I the aforesaid Lessee do hereby accept this Lease in the terms and conditions therein mentioned.

~~and the same shall be~~ ~~vision at the end of every 10 years~~

FOR METALLIC

DIRECTOR.

1) 20/11/76

2) Dawant
Ex. R.I.E.
20/11/76

Adhav
20/11/76

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