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 कतीने को. अ. अ. ८९९. ता 12 AUG 1980  
 212 वा. कोठी  
 संप. वे. र. पनवेड.

Agreement to Lease  
 between

CIDCO Ltd - - - - - Corporation  
 and Lessee

Lubrizol India Ltd - - - - - Company  
 Lessee.

Agreement to Lease

*Signature*

MADE AT  
 P. O. ...  
 Via ...

LUBRIZOL INDIA LIMITED.  
*Signature*  
 MANAGING DIRECTOR.

FOR RESIDENTIAL PURPOSE

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

AGREEMENT TO LEASE.

AN AGREEMENT made at Vashi the 30th day of October — One Thousand Nine Hundred and Eighty

BETWEEN CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 (I of 1956) and having its registered office at 'Nirmal, 2nd Floor, Nariman Point, Bombay-400021 (hereinafter referred to as "the Corporation" which expression shall where the context so admits, be deemed to include its successors and assigns) of the One Part

AND (1) (Name of Person) \_\_\_\_\_  
of (Address and occupation) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the Licensee" which expression shall, where context so admits, be deemed to include his heirs, executors, administrators, representatives)

(2) (Name of person) \_\_\_\_\_  
of (Address and Occupation) \_\_\_\_\_

and (Name of person) \_\_\_\_\_  
of (Address and Occupation) \_\_\_\_\_

and (2) (Name of Person) \_\_\_\_\_  
of (Address and Occupation) \_\_\_\_\_

\_\_\_\_\_ (hereinafter collectively referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include their respective heirs, executors, administrators and representatives)

G. S. Bhat

LUTS...  
M. J. J. J.  
MANAGING DIRECTOR.





WHEREAS

- (a) The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of New Bombay by the Government of Maharashtra in exercise of its powers under sub-sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as "the said Act").
- (b) The State Government is, pursuant to Section 113 (1) of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.
- (c) The Licensee has by his application dated 17<sup>th</sup> July 1980 requested the Corporation to grant a lease of a piece or parcel of land so acquired and vested in the Corporation by the State Government and described hereinafter.
- (d) The Corporation has consented to grant to the Licensee a lease of all that piece or parcel of land described in the Schedule hereunderwritten and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line, and containing by measurement 1148.53 Sq.Mtrs. or thereabout (hereinafter referred to as "the said land") for the purpose of constructing a building or buildings for residential users and has permitted the Licensee to occupy the said land from the date hereof on the terms and conditions hereinafter contained.

(e) The Licensee has before the execution of this Agreement paid on the 5<sup>th</sup> September 1980 to the Managing

City &

E. C. ...  
Pin Code 400703.

LUBRIZOL INDIA LIMITED,  
*of Patel*  
MANAGING DIRECTOR



Director of the Corporation hereinafter referred to as the Managing Director, which expression shall include any other officer of the Corporation as may be notified by the Corporation from time to time by a general or

special order, a sum of Rs. 2,99,766.40 (Rupees Two lacs nine thousand seven hundred sixty-six ) being and four paise only ) being full premium agreed to be paid by the Licensee to the

Corporation.

THIS AGREEMENT WITNESSES AND NOW IT IS HEREBY MUTUALLY

AGREED AS FOLLOWS :

Grant of License

1. During the period of three years from the date hereof, the Licensee shall have 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 a service charges to the Corporation as if the lease has been actually executed.

Not a Demise.

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby provided shall be executed and registered but the Licensee shall only have a License to enter upon the said land for the purpose of performing this Agreement.

5. 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 submit to the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specifications and details of the buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall at his own cost and as often as he/they/it may be called upon to do so, amend 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 Licensee shall sign and leave with him three copies thereof and also three copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Town Planning Officer.

Fencing during construction

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

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Marketing Manager's Office  
of the Licensee and dis use of any tool, implement, material or  
Corporation

LOBRIZOL INDIA Limited  
*M. M. M. M.*  
MANAGING DIRECTOR



thing involved in such encroachment and to recover expenses of such removal and disposal from the Licensee.

No work to begin until plans are approved

(c) That no work shall be commenced or carried on which infringes C.M.C.O. General Development Control Regulations for New Bombay 1975 or any other law for the time being in force as regards constructions of a building on the said and until the said plans, elevations, sections, specifications and details shall have been so 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 previously.

Time limits for commencement and completion of construction work.

(d) That he/they/it shall within a period of one year from the date hereof commence, and within a period of three 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 plans, elevations, sections, Specifications and details to the satisfaction of the Town Planning Officer and conformably to the building lines marked on the plan and completely finish fit for occupation a building to be used as residential building with all requisite drains and other proper conveniences thereto.

Rates & 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 and any building erected thereon.

Payment of Service Charge

(e) That he/they/it will, on the efflux of 3 years from the date hereof or from the date of obtaining a Completion and Occupancy Certificate from the Corporation whichever is earlier, make to the Corporation a yearly payment at a rate as may be determined and notified from time to time by the Corporation as 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/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 hereunder shall be paid on the first day of January in each year or within 20 days therefrom.

Payment of Land Revenue.

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

Indemnity

(g) 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.

*Enthalha*  
Marketing Manager's Office  
City & District  
P. O. Family Line  
Pin Code 400703.

LUGHOOL INDIA  
*J. P. Lal*  
MANAGING DIRECTOR.



Sanitation.

(h) That he/they/it shall observe and conform to the C DCO 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 for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surrounding 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

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

Not to affix or display signboards, advertisements etc.

(j) 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, neon signs or advertisements painted or illuminated or otherwise unless the consent in writing or the Managing Director shall have previously been obtained thereto.

Nuisance

(k) That he/they/it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular

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

Insurance

(1) That he/they/it shall as soon as any building to be erected on the said land shall be roofed, insure and keep insured the same in the his/their/its name against damage by fire for an amount equal to the cost of such building and shall on request produce to the Managing Director a policy or 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

(m) 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 paragraph 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.

Restriction against appointment of Agent by a Power of Attorney or Otherwise.

(n) The Licensees shall not appoint any person as his/their/its agent, by a Power of Attorney or otherwise, for the purposes of this Agreement except his/her spouse, father, mother or a major child and if the Licensee shall be Company, Society or such a body corporate, its officer or servant.

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Pin Code 400703.

LUBRIZOL  
*M. A. Lal*  
MANAGING DIRECTOR



Power to terminate Agreement.

4. Should the Town Planning Officer not approve of the plans, elevations, sections, specifications and details whether originally submitted within the time herein before stipulated, the Managing Director may by notice in writing to the Licensee, revoke the license and re-enter upon the said and thereupon the license shall come to an end.

Power of Corporation

5. Until the building and works have been completed and certified as completed in accordance with clause 7 hereof the Corporation shall have the following rights and powers :-

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

To resume land

(b) Power- (i) in case the Licensee (I) shall fail to complete the said building within the time aforesaid and in accordance with the stipulations herein-before contained (time in this respect being of the essence of the contract) or (II) shall not proceed with the works with due diligence or shall fail to observe any of the stipulations on his part herein contained, to re-enter through the Managing Director upon and resume the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plants and things upon the said land shall notwithstanding any enactment for the time being in force to the contrary belong to the Corporation without making any compensation or allowance to the

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

(ii) to continue the said land in License's occupation on payment of such fine as may be decided upon by the Managing Director and

(iii) to direct removal or alteration of any building or structure erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed, cause the same to be carried out and recover 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 such building as aforesaid shall be considered as 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 until after the grant of the completion certificate.

Extension of time

6. Notwithstanding any such default as aforesaid the Managing Director may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the building and the works for the said period mentioned in clause

3 (d) above, if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond

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THE LICENSING LIMITED.

*[Signature]*  
MANAGING DIRECTOR



control of the Licensee and if the Licensee shall agree to pay additional premium at the scale provided by Regulation No. 7 of New Bombay Disposal of Lands Regulations 1975 made 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 lease shall be taken to refer to such extended period.

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 accept 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 Rupee ten.

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 as also the lease and its duplicate shall be borne 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, left, or posted, addressed to the Licensee at the usual or last known place of 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 whether temporary or otherwise upon the said land.

Surrender

10. The Licensee may terminate this Agreement and surrender the license and authority granted hereunder on such terms and conditions as may be determined by the Corporation from time to time by general or special order.

IN WITNESS WHEREOF THE parties hereto have hereunto set their hand and seal the day and year first above written.

First Schedule

SIGNED AND DELIVERED for on behalf of the City & Industrial Development Corporation of Maharashtra Ltd., by the hand of  
Shri *S.V. Lotlikar*

in the presence of

- 1) *V.N. Pande*
- 2) *D.T. Ganas*

SIGNED AND DELIVERED by the withinnamed Licensee in the presence of

- 1)
- 2)

*Smitkar*

City & Industrial Development Corporation  
Mumbai's Office

P. O. East Dist. Thana  
Pin Code 400703.

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LUBRICANTS LIMITED,

*M. J. Patel*

MANAGING DIRECTOR,