50 Rs.

FIFTY RUPEES

29 OCT 2003

11 OCT. 2003

AGREEMENT TO LEASE

BETWEEN

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., CIDCO BHAVAN, CBD BELAPUR, NAVI MUMBAI

AND

The Corporation

Assistant Land & Survey Officer
CIDCO Ltd. Navi Mumbai

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

AGREEMENT TO LEASE

(For Residential Purpose)

For plot allotted under 12.5% scheme

AGREEMENT made at CIDCO Bhavan, New Mumbai, on ____ 4th ____ day of ____ February ____ Two thousand ____ Twelve ____

BETWEEN CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a Company incorporated under the Companies Act, 1956 (1 of 1956) and having its registered office at No. 1, 2nd Floor, Nariman Point, Mumbai - 400 021, (hereinafter referred to as the Corporation which expression shall, where the context so admits, be construed to include its successors and assigns) of the One Part AND (1) Name of Person: Shri Ramdas Vamanrao Patil

Shri Kisan Vamanrao Patil

(Address and Occupation): Shri Eknath Vamanrao Patil

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

(2) Name of the Person: Shri Ravindra Vashinath Patil

Shri Ramesh Kisan Patil

Shri Sunil Eknath Patil

(Address and Occupation): At - Khargaon, Tal. Panvel

Dist - Raigad

(hereinafter collectively referred to as the "Licensee" which expression shall, where the context so admits, be construed to include their respective successors, executors, administrators of the Other Part.

1) Ramdas
2) Kisan
3) Eknath
4) Ravindra
5) Ramesh
6) Sunil

Stamp Duty Rs. 75,000/-

Registration Fee Rs. 30,000/-

Asstt. Land & Survey Officer
CIDCO Ltd. New Bombay

(V.G. VICHARE)
PROPER OFFICER
Sub Registrar Panvel
Dist. Raigad

WHEREAS

(a) The Corporation is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by Government of Maharashtra in exercise of its powers under sub-section (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 in pursuance 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 dated 11-5-92 [illegible] requested the Corporation to grant 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 agreed to grant to the Licensee a lease of all that piece or parcel of land described in the Schedule hereunder written and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line, and containing by measurement [illegible] sq. Mtrs. or thereabouts (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 [illegible] 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 notified by the Corporation from time to time by a general or special order) a sum of Rs. [illegible] (Rupees Thirteen [illegible] Hundred [illegible] Only) being the full premium agreed to be paid by the Licensee to the Corporation.

(f) The Licensee/Lessee unconditionally agrees to pay the additional lease premium to the Corporation which will be increased in the event of the Competent/Special Land Acquisition Officer awards any enhancement in compensation in pursuance to the claims submitted under section 18 or 28A of the Land Acquisition Act, since the lease premium at the time of Agreement/Lease has been worked out on the basis of compensation awarded by the concerned Special Land Acquisition Officer under section 11 of the Land Acquisition Act, 1894.

The said additional payment will be made immediately within 15 days from the date of receipt of demand notice of the Corporation. Failing to pay the additional lease premium the Corporation is

1) [illegible]
2) [illegible]
3) [illegible]
4) [illegible]
5) [illegible]
6) [illegible]

Assistant Land & Survey Officer
CIDCO Ltd., New Bombay

entitled to terminate the agreement in case of breach and non-compliance of any of the terms and conditions of the planning standards of any

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

GRANT OF LICENCE :

1. During the period of four years from the date hereof, the Licensee shall have licence and exclusively only to enter upon the said land for the purpose of erecting a building or buildings for residential purposes and for no other purpose and upon the grant of lease as provided hereinafter, the Licensee shall be deemed to be a mere Licensee of the said land on the same rent and subject to the same terms and conditions including the liability for payment of 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 demise in law of the said land hereby agreed to be demised or any part thereof or to give to the Licensee any legal interest therein and the licence hereby provided shall be executed and registered as the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

3. The Licensee hereby agrees to observe and perform the stipulations hereinafter, that is to say,

(a) The said land shall be used for Residential use. However, commercial use upto 15% of the permissible FSI shall be allowed.

SUBMISSION OF PLANS FOR APPROVAL :

(b) That he/they will within three months from the date hereof, submit to the Town Planning Officer of the Corporation (CIDCO) for its approval the plans, drawings, specifications and details of the buildings thereby 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 may be called upon so to do, amend, alter and vary such plans and drawings and shall so required, not produce the same before the Town Planning Officer and shall comply with such directions 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 cause with the approval signed on behalf of the Licensee and the Town Planning Officer, provided that the building or buildings hereby approved by the Licensee to have an elevation which shall not be less than 50% of the permissible Floor Space Index under the provisions of General Development Control Regulations for New Bombay, 1975. The maximum permissible Floor Space

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and is defined by the General Development Control Regulations for Navi Mumbai 1975 and also as per 12.5% Scheme shall be payable.

FENCING DURING CONSTRUCTION:

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

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

NO WORK TO BEGIN UNTIL PLANS ARE APPROVED

(m) That no work shall be commenced on the said land which changes the General Development Control Regulations for Navi Mumbai, 1975 or any other law for the time being in force as regards the construction of a building or buildings on the said land and until the said plans, elevations, sections, specifications and details shall have been so approved as aforesaid and thereafter he/they shall not make any alterations or additions thereto unless such alterations and additions shall have been in the manner approved previously.

THE LIMITS FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK:

(n) That he/she/they shall within a period of 12 months from the date hereof, commence and within a period of four years from the date hereof at his/their own expense and in a substantial and workmanlike manner and with new and sound materials and in compliance with

1) [illegible]
2) [illegible]
3) [illegible]
4) [illegible]
5) [illegible]
6) [illegible]

Assistant Town & Country Planner
CIDCO Ltd., New Bombay

the said Development Control Regulations for New Mumbai 1975 or any other law, for the time being in force, in strict accordance with the approved plan, elevations, sections, specifications and details to the satisfaction of the Town Planning Officer and complete the building as per the approved plans and completely finish it for occupation the building to be used as a residential building, with all necessary and other appurtenant items thereto. Provided that the building or buildings hereby agreed by the Lessee to be so constructed shall not exceed that FSI of the permissible floor space index under the provisions of the General Development and General Regulations for New Mumbai 1975, and as the all or less or more.

PAYMENT AND TAXES:

(4) That lessee/s will pay all taxes, fees, charges, claims and outgoing chargeable upon the owner or occupier in respect of the said land and any building erected thereon.

PAYMENT OF SERVICE CHARGES:

(5) That lessee/s will, on the efflux of five years from the date hereof or from the date of obtaining a Completion and Occupancy Certificate from the Corporation whichever is earlier, make to the Corporation a yearly payment at the rate as may be determined and varied from time to time by the Corporation as Lessee/s contribution to the cost of establishing and maintaining civic amenities such as road, water, drainage, conservancy to the said and adjacent at the extent of benefit derived by he/she/it from such amenities, provided that no payment shall be made any year after such civic amenities have been transferred to a local authority considered under any law for the time being in force. The payment hereunder shall be paid on the first day of April in each year or within 30 days thereafter.

PAYMENT OF LAND REVENUE:

(6) That lessee/s shall pay the land revenue and cesses assessed or which may be assessed on the said land.

INDEMNITY:

(7) That lessee/s will keep the Corporation Harmless and Indemnified against any loss or claim or 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.

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SANITATION :

(i) That he/she/they shall observe and conform to the General Development Control Regulations for Navi Mumbai, 1975 or any other law for the time being in force relating to public health and sanitation and shall provide adequate latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land and 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 :

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

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

(iii) That he/she/they shall not affix or display or permit to be affixed or displayed on the said land or building erected thereon any sign boards, sky-signs, neon-sign or advertisements particularly mentioned or otherwise except the consent in writing of the Managing Director shall have previously been obtained thereto.

NUISANCE :

(iv) That he/she/they shall not at any time do or cause or permit any nuisance to 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 :

(v) That he/she/they shall as soon as any building to be erected on the said land is completed and roofed, insure and keep insured the same in his/her/their name against damage by fire for an amount equal to the cost of such building and shall on request produce to the Managing Director policy or policies of insurance and receipts for the payment of the premium and shall forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

Director, Yashwant Nagar Co-op.
Hsg. Soc. Ltd., Navi Bombay

RECOVERY OF ANY SUM DUE TO THE CORPORATION :

[illegible] Whatever any sum due 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 8 of the schedule to the said Act. Whether any sum is so payable by the licensee shall be determined by the Corporation and any order in relation to the same shall not be disclosed [illegible] and shall be final and binding upon the licensee.

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

(a) The Licensee shall not appoint any person as his/his agent by a power of Attorney or otherwise, for the purpose of this Agreement except his/their employee full time Partner, [illegible] and if the Licensee shall be a Company, Society or such body Corporate, its officer or Servant.

POWER TO TERMINATE AGREEMENT :

[illegible] Should the Town Planning Officer not approve the [illegible] resolutions, [illegible] specific details [illegible] originally submitted within one [illegible] the said land, the Managing Director may by notice in writing to the Licensee, revoke the licence and re-enter upon the said land and [illegible] upon the licence and terms to an end.

POWER OF CORPORATION:

[illegible] Until the building and work have been completed and certified as completed in accordance with Clause (7) hereof, the Corporation shall have the following rights and powers

(a) RIGHT :
The [illegible] Managing Director and Officer and servants of the Corporation [illegible] the directors at all reasonable time to enter upon the said land to view the work and progress of the work and for all other ancillary purpose

TO ACQUIRE LAND :

(a) POWER :
(i) In case the Licensee [illegible] shall fail to submit to the Town Planning Officer of the Corporation for the approval the plans, sketches, specifications and details of the building agreed by the Licensee to be erected on the said land and to commence the

[illegible]

Assistant Land & Survey Officer
CIDCO Ltd. New Bombay

5.(F) **RESTRICTION AGAINST TRANSFER OR ASSIGNMENT**

The land shall not be assigned mortgaged, underlet sublet or otherwise transfer wholly or partly or his/their/its interest therein or part wholly or partly or permit any person to use wholly or partly the land hereunder mentioned without express written permission of the Corporation. The Corporation will grant permission to transfer the land on such terms & conditions which will be determined from time to time by the Corporation.

ADDITIONAL CONDITION OF SOLID WASTE MANAGEMENT:

a) The License/Lessee shall keep two streams of waste, one for food waste and biodegradable waste and another for recyclable waste such as papers, plastic, metal, galls, rags, etc

b) The License/Lessee shall identify locations for composting and disposal to waste within their complex.

c) The License/Lessee shall ensure that no domestic/institutional waste shall be thrown on the streets, foot-paths open spaces, drains or water bodies.

d) License/Lessee shall make separate arrangement for disposal of toxic or hazardous household waste such as used batteries. Containers for chemicals and pesticides, discarded medicines, and other toxic or hazardous household waste.

e) The Licensee shall ensure proper segregation and storage of household waste in two separate bins/containers for storage of food waste/biodegradable waste and recyclable waste

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construction of the said building or the completion thereof within the time prescribed hereinabove for the performance of each act and in accordance with the stipulations hereinabove contained (and in such manner being interpreted as to the discretion of the purchaser or (ii) shall not proceed with the works with due diligence or shall fail to observe any of the stipulations on his part hereinabove contained, the Corporation shall have the power and the right to revoke the licence hereby granted to the Licensee and to resume the Licenced Premises and its agents, servants to enter upon the said land and the aforesaid Site Agreement shall cease and determine and all erections and materials, plants and fixtures upon the said land shall notwithstanding any encroachment for the time being in force to the contrary belong to the Corporation without making any compensation or allowance and without making any payment to the Licensee for refund or repayment of any amount paid by the Licensee without prejudice nevertheless to all other legal rights and remedies of the Corporation against the Licensee.

(h) to construct to such level as the Licensee's occupation on payment of such fine or premium as may be decided upon by the Managing Director.

(i) to direct removal or alteration of any building or structure created or erected by the Licensee if the grant of the completion within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed to cause the same to be removed and and recovered the cost of carrying out the same from the Licensee.

(j) 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 to be exclusively attached to the said land and no part thereof other than defective or incomplete materials removed for the purpose of being replaced by proper materials shall be removed from the said land without the previous consent of Managing Director until 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 clauses (i) of clause (h) hereof any extension, waiver, indulgence or forbearance, or requisition, claim or indulgence or to have an granted or shown by the Corporation to the Licensee shall not be construed as a waiver of the Corporation's right and power under the said sub-clause (i) clause (g)

EXPLANATION - 2.

Nothing contained in the foregoing clauses shall be construed to detract from increasing to or agate from the rights and powers reserved to the Corporation under the respective clauses and

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Any waiver by the Corporation of any breach by the Licensee hereby agrees and declares that he will not in the future cause or sustain any breach to impair the exercise of any right or power by 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 discretion give notice to the Licensee of the condition to enforce the Licensee's Agreement and may extend such period for the completion of the building and works for such period mentioned in clause 3 (c) above, if he is satisfied that the Building and Works cannot 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 rate provided by Resolution No. [illegible] of the New Bombay Disposal of Lands Regulations, 1975 made and amended from time to time by the Corporation under the provisions of the said Act and thereupon the obligations herein based on the Licensee to complete the building and to accept a lease shall be taken to refer to such extended date.

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 approved and 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 for occupancy 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 One only.

COMPLIANCE WITH MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 AND THE NEW BOMBAY DISPOSAL OF LANDS REGULATIONS, 1975 :

8. 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 subject to Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966) etc. rules and regulations made thereunder including the New Bombay Disposal of Lands Regulations, 1975 for the time being in force.

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FORM OF LEASE :

7. The lessee shall pay compensation payable 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 the Lease shall be borne and paid by the Licensee wholly and exclusively.

NOTICE :

8. All notices, consents and approvals to be given under this Agreement shall be in writing and unless otherwise provided shall be signed by the Managing Director or any other officer authorised by him and any notice to be given to the Licensee shall be deemed to be duly served if it shall have been delivered or sent by post addressed to the Licensee at the last known place of residence or business or at the premises 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 licence and actually granted hereunder on such terms and conditions as may be determined by the Corporation from time to time by general or special order.

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SCHEDULE

[illegible] that piece or parcel of land known as Plot No. [illegible] Sector [illegible] in village [illegible] measuring [illegible] Sq. Mtrs or thereabout and bounded as follows that is to say:

On or towards the North by — [illegible]

On or towards the South by — [illegible]

On or towards the East by — [illegible]

On or towards the West by — [illegible]

and the boundaries thereof have been marked and shown thereon by a red colour in Lodgement.

IN WITNESS WHEREOF the parties have hereunto set their hands and seal on the day and year first above written

SIGNED AND DELIVERED on behalf of the City & Industrial Development Corporation, Hargeisa by the hand of Sh. Omar Mohamed Ali, Asst. Lands & Survey Officer, in presence of:

Signature [illegible]

Signature [illegible]

Assistant Land & Survey Officer
CIDCO Ltd. Hargeisa

[illegible]

SIGNED AND DELIVERED by the within named
Licensee in the presence of
1) Name:

2) Name:

Licensed and accepted

Witness of the Agreement

1) Name:
2) Name:
3) Name:
4) Name:
5) Name:
6) Name:

Of Matalbi

Assistant Land & Survey Officer
GIDCO Ltd. Navi Mumbai

शहर व औद्योगिक विकास महामंडळ (महाराष्ट्र) मर्यादित

[illegible]
[illegible]
[illegible] नवी मुंबई [illegible]
[illegible]
[illegible]

ताबे पावती

[illegible]

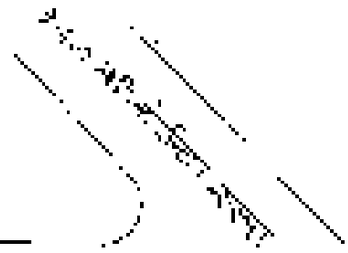
[illegible]

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	—	[illegible]	[illegible]

[illegible]

[illegible]

शहर आणि औद्योगिक विकास महामंडळ
(महाराष्ट्र) मर्यादित
CIDCO Ltd. New Bom[illegible]



NIPCO Ltd., New Delhi