



27
5RS

Estate Manager's Office
City & Industrial Development Corporation
of Maharashtra Ltd.,
VASHI, P. O. Dist. Thana.

4984
दि. ५ वे. ज. नं. - लोमण कापड दुकान, वल्लेख
सां. - रा. - ता. - 18 AUG 1980
सतीने - को. ५६५२
स्व. वै. र. वल्लेख.

Agreement to lease.

between.

CIDCO Ltd. - - - Corporation.
Lessor.

and.

Cotton Corporation of India Ltd. } - - - Corporation
Lessee

Madhwar
Marketing Manager
City & Industrial Development Corporation
of Maharashtra Ltd.,
P. O. Vashi, Dist. Thana
Pin Code 400703.

Madhwar
Chairman/Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Bombay

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

For Commercial Purpose

AGREEMENT TO LEASE

AN AGREEMENT made at Vashi the 17th day of March One Thousand Nine Hundred and Eighty one. 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 400 021 (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)-(2) when
the Licensees
are more than
one individual

(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).

(3)-(4) when
the Licensee is
a registered
Firm or
Syndicate

(3) and (4) (Name of Person) _____
of (Address) _____

and (Name of Person) _____
of (Address) _____

all carrying on business in partnership at (address of the firm or syndicate) _____

under the name and style of _____

(Name of the firm or syndicate) registered under the Indian Partnership Act, 1932

Marketing Manager
City & Industrial Development Corporation
Maharashtra Ltd.
P. O. Dist. Thana
Code 400703.

(N. S. KULKARNI)
Chairman-Cum-Managing Director,
CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay-400 021.

(hereinafter referred to as "the Licensee" which expression shall where the context so admits, be deemed to include all the partners of the said firm, their representatives, heirs, executors and administrators).

(5)-(6) when the Licensee is a registered Company

(5) and (6) (Name of Company) Cotton Corporation of India Limited a Company registered under the Companies Act 1956 (I of 1956) and having its registered office at (address) Air India Building 12th Floor, Nariman Point Bombay 400 021. (hereinafter referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include its successor or successors).

(7)-(7) when the Licensee is a Co-operative Society

(7) (Name of Society) _____ a Co-operative Society registered under the _____ Co-operative Societies Act, _____ under the Certificate of Registration No. _____ granted by _____ and having its principal place of business at _____ (hereinafter referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include, its successor or successors) of the Other Part.

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(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 20th March 80 requested the Corporation to

Marketing Manager
City & Industrial Corporation
of Maharashtra Ltd
P. O. Vashi District Thana
Pin Code 400703.

(N. S. KULKARNI)
Chairman-Cum-Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay-400 021.

grant a lease of a piece or parcel of land so acquired and vested in the Corporation of 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 61750/- Sq. Mtrs. or thereabout (hereinafter referred to as "the said land"), for the purpose of constructing a building or buildings for commercial user having a ~~bank~~ ^{ware-house} ~~offices/hotel/shops~~, (strike out what is not applicable and/or add to set out user specifically permitted) 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 30th June 1980 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. 49,40,000 (Rupees Forty nine lacs and forty thousand only), being the 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

- 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 commercial purpose of having shops and offices and for no other purposes and until the grant of lease as provided hereinafter, the

S. S. Kulkarni
Marketing Manager
City & Industrial Development Corporation
11, Barabashi Road
P. O. Barabashi, Thane
Pin Code 400603.

N. S. Kulkarni
(N. S. KULKARNI)
Chairman & Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air India Bldg., 12th Floor,
Choraman, Bant, Bombay - 400 041.

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

Submission of Plans for approval

- ✓
- So
- (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 add 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 and 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 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, implement, material or 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 CIDCO General Development Control Regulations for New Bombay 1975 or any other law for the time being in force as regards construction of a building 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/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 commercial building with all requisite drains and other proper conveniences thereto.

Marketing Manager
& Industrial Development Corporation
of Maharashtra Ltd.,
P. O. Vile Parle Thana,
Pin Code 400703.

(N. S. KULKARNI)
Chairman-Cum Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay-400 021.

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 Charges

- (ee) 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 which-ever 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 roads, 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.

Sanitation

- (h) That he/they/it shall observe and conform to the CIDCO

General Development Control Regulations for New Bombay 1975 or any other law for the time being in force relating to public health and sanitation and shall provide sufficient latrine accommodation and other sanitary arrangement 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 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

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

Insurance

- (l) That he/they/it shall as soon as any building to be erected on the said land shall be roofed, insure and

Marketing Manager
City & Industrial Development Corporation
P. O. Box 400703,
Dist. Thana.

(N. S. KULKARNI)
Chairman-Cum-Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay-400 021.

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 Licensee 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 a Company, Society or such a body Corporate its officer or servant.

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 land and thereupon the licence 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 Corporation against the Licensee;

(ii) to continue the said land in Licensee'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 of 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.

- (c) 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

Suithan
Managing Manager
City & Suburban Development Corporation
Ch. Ashra Ltd.,
P. S. Dist. Thana
Phone No. 400703.

N. S. Kulkarni
(N. S. KULKARNI)
Chairman-Cum-Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay-400 021.

as aforesaid shall be considered as immediately attached to the said land and no part 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.

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 reason beyond the control of the Licensee and if the Licensee shall agree to pay additional premium at the scale provided by Regulation No.7 of 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 ⁹⁹~~66~~ years' from the date hereof at the yearly rent of Rupees One hundred only

Form of Lease

8. The lease shall be prepared in duplicate in accordance with the annexed form of lease with such modi-

fications 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.

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


Marketing Manager
City & Industrial Development Corporation
Mumbai
P. O. Box 400703,
Mumbai


(N. S. KULKARNI)
Chairman-Cum-Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay - 400 021.

FIRST SCHEDULE

That piece of land known as plot No. S 5
on Road No. - in ~~Sector No.~~ Warehousing complex Kalambehi
containing by admeasurement 61750/- sq. mtrs. or
thereabouts and bounded as follows that is to say :

On or towards the North by S-4 FC1.
On or towards the South by S-6 plot.
On or towards the East by Railway siding
On or towards the West by Road.

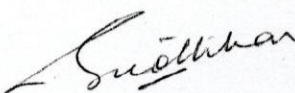
and delineated on the plan annexed hereto and shown thereon
by a red colour boundary line.


SIGNED AND DELIVERED for and
on behalf of the City &
Industrial Development
Corporation of Maharashtra
Ltd., by the hand of
Shri S.V. Lotlikar
Marketing Manager
in the presence of

- 1) Shri V.N. Pande
- 2) D.T. Gawas

SIGNED AND DELIVERED
by the withinnamed Licensee
in the presence of

- 1)
- 2)


Marketing Manager
City & Industrial Development Corporation
of Maharashtra Ltd.
P. O. Vasli Dist Thana
Pin Code 400703.


(N. S. KULKARNI)
Chairman-Cum-Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay-400 021;

19

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED

For Commercial Purpose

LEASE DEED

THIS LEASE made at Bombay the _____ day of _____
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 400 021 (hereinafter referred to as "the
Lessor" which expression shall, where context so
admits, be deemed to include its successors and
assigns) of the One Part AND (1) (Name of Person)

(1)-(1) when
the lessee is
an individual

_____ of (Address and Occupation) _____

_____ (hereinafter referred to as "the Lessee") which
expression shall, where context so admits, be deemed
to include his heirs, executors, administrators,
representatives and permitted assigns.

(2)-(2) when
the lessees
are more than
one individual

(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
referred to collectively as "the Lessee" which
expression shall, where the context so admits, be
deemed to include their respective heirs, executors,
administrators, representatives and permitted
assigns).

(3)-(4) when
the lessee is a
registered firm
or syndicate

(3) and (4) (Name of Person) _____
of (Address) _____

and (Name of Person) _____

of (Address) _____

and (Name of Person) _____

of (Address) _____

S. S. Kulkarni
Marketing Manager
City & Industrial Development Corporation
of Maharashtra Ltd.,
P. O. Vashi, Dist. Thana
Pin Code 400703.

(N. S. KULKARNI)
Chairman-Cum-Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay - 400 021.

all carrying on business in partnership at (address of the firm or syndicate) _____

under the name and style of (Name of the Firm or Syndicate) _____
registered under the Indian Partnership Act, 1932

(hereinafter referred to as "the Lessee" which expression shall where the context so admits, be deemed to include all the partners of the said firm, their representatives, heirs, executors, administrators and permitted assigns)

(5)-(6) when the Lessee is a registered company

(5) and (6) (Name of Company) _____
a company registered under the Companies Act 1956 (I of 1956) and having its registered office at (address) _____

(hereinafter referred to as "the Lessee" which expression shall, where the context so admits, be deemed to include its successor or successors and permitted assign or assigns)

(7)-(7) when the Lessee is a Co-operative Society

(7) (Name of Society) _____
a Co-operative Society registered under the _____ Co-operative Societies Act, _____ under the Certificate of Registration No. _____ granted by _____ and having its principal place of business at _____

(hereinafter referred to as "the Lessee" which expression shall, where the context so admits, be deemed to include, its successor or successors and permitted assign or assigns) of the Other Part.

WHEREAS by an Agreement dated the _____ day of 19 ____ and made between the Lessor of the One Part and the Lessee of the Other Part, the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement, a lease of the piece of the land and premises hereinafter described AND WHEREAS the Lessee has constructed a structure/building in accordance with the said Agreement and the certificate of completion thereby contemplated has been granted.

NOW THIS LEASE WITNESSETH as follows :-

Interpretation

1. In these presents, the term 'Managing Director' shall mean the Managing Director including the Additional or Deputy Managing Director of the Lessor and any officer authorised by him by a general or special order.

Description of land

2. In consideration of the premises and of the sum of Rs. (Rupees) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land described in the Schedule hereunder written containing by measurement _____ Sq. Metres or thereabout and more particularly delineated on the plan annexed hereto and shown thereon by a red colour boundary line together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Sixty years computed from the _____ day of 198 _____ subject nevertheless to the provisions of the Maharashtra Regional and Town Planning Act, 1966 (Mah. XXXVII of 1966) and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Registered Office of the Lessor or as otherwise required the yearly rent of rupee _____ only from 1st January to 31st December or any part thereof, the said rent to be paid in advance without any deductions whatsoever on the 10th day of January in each and every year.

Covenants by the Lessee

3. The Lessee with intent to bind all persons into whomsoever hands the demised premises may come doth hereby covenant with the Lessor as follows :-

To Pay Rent

(a) During the said term hereby created to pay unto the Lessor the said rent at the times, on the day and in the manner hereinbefore appointed for payment thereof clear of all deductions.

To pay rates and taxes

(b) To pay all existing and future taxes, rates, assessments, land revenue and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

Not to excavate

(c) Not to make any excavation upon any part of the said land hereby demised nor to remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

Not to erect beyond the building Line

(d) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan.

Not to affix or display sign-boards, advertisements, etc.

(e) Not at any time during the continuance of the said term to affix or display on or from the demised premises any sign-board, sky-sign, neon-sign or advertisement with or without illumination or otherwise unless the consent in writing of the Managing Director has been previously obtained thereto.

Not to build except with the previous permission of the Lessor

(f) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except with the previous written permission of the Lessor which the Lessor shall be at liberty to grant on such terms and conditions as may be then stipulated including the condition for payment of additional premium.

Alterations

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

To repair

(h) Throughout the said term at the Lessee's expense well and substantial to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Managing Director the said building and the premises and drains, compound walls and fences thereunto belonging and all fixtures and all additions thereto.

To enter and inspect

(i) To permit the Managing Director and the officers, surveyors, workmen or others employed by the Lessor from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into or upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs or any works are necessary they or any of them may by notice to the Lessee call upon him to execute the repairs or such works and upon his failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

Nuisance

(j) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

User

(k) To use the demised premises for the commercial purpose of having banks/shops/offices/hotels, (strike out what is not applicable) and/or add to set out user specifically permitted, and for no other purpose.

Indemnity

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

Payment of service charges

✓ (m) To make to the Lessor a yearly payment at such rate as may be determined from time to time by the Lessor as his contribution to the cost of establishing and maintaining civic amenities such as roads, water drainage, conservancy for the demised premises 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 shall be paid on the first day of January in each year or within 20 days therefrom.

Delivery of possession after expiration

✓ (n) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if the Lessor shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate all buildings, erections and structures and materials forming part of the demised premises but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed PROVIDED further that after the possession of the demised premises has been delivered to or obtained by the Lessor, such building erection or structure shall stand forfeited to the Lessor.

Not to assign

(o) Not to sell, assign, mortgage, underlet or otherwise transfer wholly or partly the demised premises or his/

their/its interest therein or part wholly or partly with the possession of the demised premises or permit any person to use wholly or partly the demised premises PROVIDED THAT nothing contained herein shall apply if the Lessee shall perform to the satisfaction of the Lessor the following conditions :-

- i) Before transferring the demised premises, the Lessee shall pay to the Lessor one half of the difference between the declared premium (i.e. premium calculated at such rate or rates as may be determined by the Lessor from time to time) and the premium paid by the Lessee to the Lessor, for obtaining the lease of the demised land, subject to a minimum of Rs. 1,000/-.
- ii) In the instrument by which the Lessee shall transfer the demised premises the Lessee shall impose upon the person to whom the demised premises are so transferred to perform and observe to the Lessor all the conditions and covenants of the lease granted to him including this covenant.

Insurance

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

Change in status of the Lessee

(q) No change in the legal status of the Lessee shall be recognised by the Lessor nor is the Lessee entitled to appoint any agent by a Power of Attorney or otherwise except his/her spouse, father, mother or major child or its officer or servant.

Notice in case of death

(r) In the event of death of the Lessee, the person to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Recovery of rent as land revenue

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

Re-entry

5. If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained or if the Lessee be adjudicated insolvent or bankrupt or renounces his character as such by setting a title in the third person or claiming a title in himself the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid, the power of re-entry hereinbefore contained shall not be exercised unless and until the Managing Director of the Lessor shall

have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Summary eviction of persons unauthorisedly occupying the demised land on determination of the lease.

6. If on the determination of the lease, any person is found to be occupying the demised premises, it shall be lawful for the Managing Director of the Lessor to secure summary eviction of such person in accordance with paragraphs 1, 2 and 3 of the Schedule to the Maharashtra Regional & Town Planning Act, 1966 (Mah. No. XXXVII of 1966).

Notice and demands

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

Marginal Note

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

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

S C H E D U L E

That piece of land known as plot No. _____
on Road No. _____ in Sector No. _____ of _____
containing by admeasurement _____ sq. mtrs. or there-
abouts and bounded as follows that is to say :

On or towards the North by

On or towards the South by

On or towards the East by

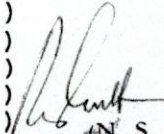
On or towards the West by

and delineated on the plan annexed hereto and shown thereon
by a red colour boundary line.

SIGNED AND DELIVERED for and)
on behalf of the City and)
Industrial Development)
Corporation of Maharashtra)
Limited by the hand of)
Shri)
in the presence of)
1))
2))


Marketing Manager
City & Industrial Development Corporation
of Maharashtra Ltd.,
P. O. Vashi, Dist. Thana
Pin Code 400703.

SIGNED AND DELIVERED)
by the withinnamed Lessee)
in the presence of)
1))
2))


(N. S. KULKARNI)
Chairman-Consulting Managing Director,
COTTON CORPORATION OF INDIA LTD.,
Air-India Bldg., 12th Floor,
Nariman Point, Bombay - 400 021.