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महाराष्ट्र राज्य सहकारी मंडळ, पाटी, नवी मुंबई
सं. 721431 दिनांक 5/-
CIDCO LTD.

John A. Nourse

31 J

31 JUL 1986

P. M.

AGREEMENT TO LEASE
BETWEEN

CIDCO LIMITED. CORPORATION

AND

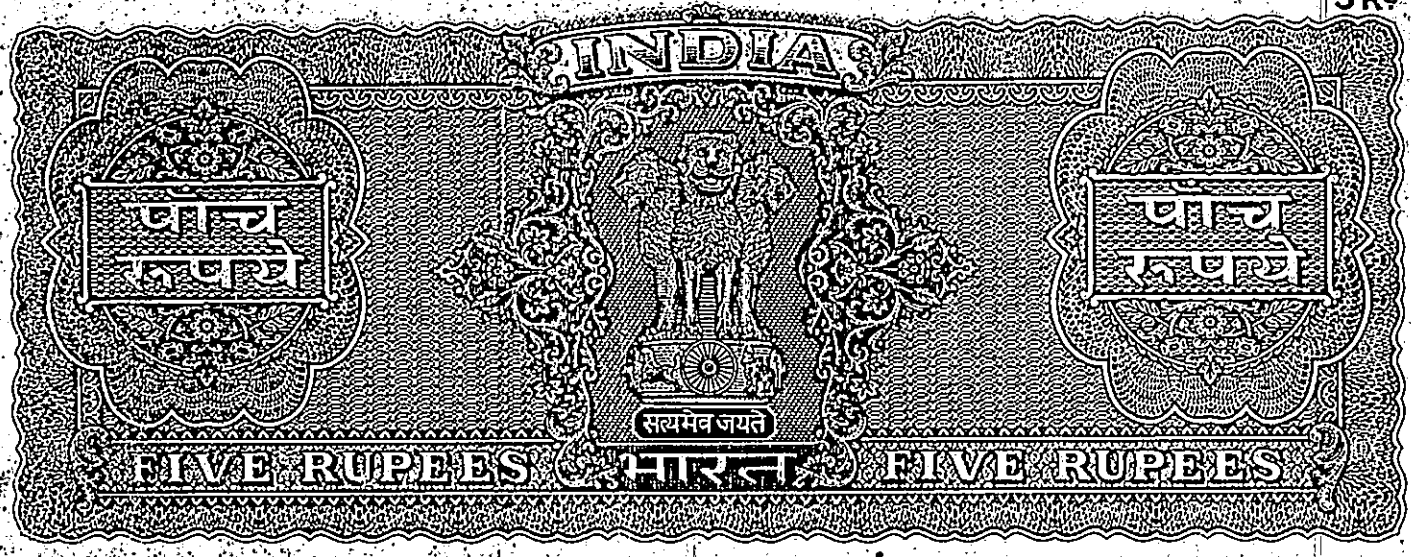
THE MAHARASHTRA STATE CO OPERATIVE MARKETING
FEDERATION LIMITED. Licensee.

K. Kulkarni
Marketing Manager,
City and Development
Corporation of Maharashtra Ltd.
CIDCO Building, 107, B. Road
NEW BOMBAY 400 009.

M. D. Y.
Managing Director
THE MAHARASHTRA STATE CO-OP.
MARKETING FEDERATION LTD.
Kanmoor House, Narsi Natha Street
P. O. Box No: 5080,
BOMBAY 400 009.

P. O. Box No: 5080,
BOMBAY 400 009.

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संख्या: 721432 5/-
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CIDCO LTD.

Jata R. Narayana

31 JUL 1986

दिनांक

AGREEMENT TO LEASE

BETWEEN

CIDCO LIMITED. CORPORATION

AND

THE MAHARASHTRA STATE CO OPERATIVE MARKETING FEDERATION LIMITED. Licensee.

[Handwritten signature]
 Director
 CIDCO

[Handwritten signature]
 Managing Director
 THE MAHARASHTRA STATE CO-OP.
 MARKETING FEDERATION LTD.
 Kanmoor House, Narsi Natha Street
 P. O. Box No: 5080,
 BOMBAY 400 009.

P. O. Box No: 5080,
 BOMBAY 400 009.

CITY AND INDUSTRIAL DEVELOPMENT CORPORATION
OF MAHARASHTRA LIMITED

For Industrial Purpose

AGREEMENT TO LEASE

AN AGREEMENT made at CPDS/ Belapur the 26th day of November 1956 One Thousand Nine Hundred and Eighty SIX
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

Managing Director

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) _____

Managing Director

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) _____

contd...2

[Signature]
Managing Director
THE MAHARASHTRA STATE CO-OP.
MARKETING FEDERATION LTD.
Kamdoor House, Narsi Natha Street
P. O. Box No. 5000,
BOMBAY 400 009.

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 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) and (6) *M/s. The Maharashtra State Co-operative Marketing Federation Limited*
when the Licensee is a registered Company a Company registered under the Companies Act 1956 (I of 1956) and having its registered office at (address) *Kanmoo House Navhi Natha Street, P.B. No. 5080, Bombay 400009*

Managing Director

(hereinafter referred to as "the Licensee" which expression shall, where the context so admits, be deemed to include its successor or successors)

(7)-(7) (7) (Name of Society) *The Maharashtra State Co-operative Marketing Federation Limited*
when the Licensee is a Co-operative 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

Managing Director

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

WHEREAS

Managing Director

(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 *29th Aug 1985* 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 16187=93 Sq. Mtrs. or thereabout (hereinafter referred to as "the said land") for the purpose of constructing a building or buildings for industrial users and has permitted the Licensee to occupy the said land from the date hereof on the terms and conditions hereinafter contained

Managing Director

(e) The Licensee has before the execution of this Agreement paid on the 7th Aug 1986 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 3237586 (Rupees Thirty two thousand thirty seven thousand five hundred eighty six only) being the full premium agreed to be paid by the Licensee to the Corporation.

Managing Director

Managing Director

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

Grant of Licence

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 industrial purpose of having a factory manufacturing Ware Housing Complex 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 service charges to the Corporation as if the lease has been actually executed.

Managing Director

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 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 following, that is to say:

Corporation
Managing Director

[Signature]

contd... 4
Managing Director
THE MAHARASHTRA STATE CO-OP
MARKETING FEDERATION LTD.
BOMBAY-400 009

Submission of Plans for approval

(a) That he/they/it will, within six months of the date hercof submit to the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specification 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; PROVIDED THAT the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 80% of the permissible floor space index under the provision of the General Development Control Regulations for New Bombay, 1974.

Prohibitory construction

That the Licensee shall not erect any building or structure on the said land or any part thereof which shall be in violation of the provisions of the General Development Control Regulations for New Bombay, 1974, without the prior approval of the Corporation. In case of any violation of the provisions of the General Development Control Regulations for New Bombay, 1974, the Licensee shall be liable to be prosecuted and the Corporation shall have the right to demolish the building or structure so erected and to remove the same from the site.

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 hereto 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 six months 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 industrial building with all requisite drains and other proper conveniences thereto. PROVIDED THAT the building or buildings hereby agreed by the Licensee to be so constructed shall not be less than 50% of the permissible floor space index under the provision of the General Development Control Regulations for New Bombay, 1975.

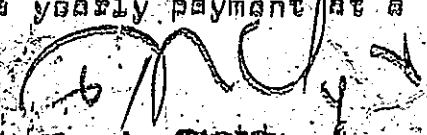
Rates & Taxes

(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 whichever is earlier make to the Corporation a yearly payment at a

Managing Manager,
Development
Maharashtra
CIDCO - Belapur,
BOMBAY - 400 614


Managing Director,
THE MAHARASHTRA STATE CO-OP.
MARKETING FEDERATION LTD,
BOMBAY - 400 009

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 April in each year or within 30 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 in the event of such consent being given, shall comply strictly with the terms thereof:

contd...7

7.

Excavation.

- (h) 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.

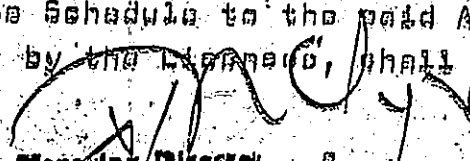
Insurance

- (l) That he/they/it shall as soon as any building to be erected on the said land shall be roofed, insure and keep insured the same in his/their/its name against damage by fire for any 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

Manager,
Development
Maharashtra State
Co-Operative
Marketing Federation
Bombay


Managing Director,
THE MAHARASHTRA STATE CO-OP.
MARKETING FEDERATION LTD,
BOMBAY-400 009

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.

Powers of Corporation

- 5. Untill 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:-

To enter upon land

- (a) The right of the Managing Director and Officer 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 submit the Town Planning Officer of the Corporation for his approval the plans, elevations, sections, specifications and details of the building agreed by the Licensee to be erected on the said land, to commence the erection of the said building and to complete the said building, within the time prescribed herein before for the performance of each and every part or parts thereof which the stipulations hereinafore contained (which in each instance being intended to be of the essence of the contract) or (ii) shall

enacted, 1979

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 or premium as may be decided upon by the Managing Director.

(iii) to direct removal or alteration of any building or structure erected or used contrary to the condition 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.

(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 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 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-clause (i) of clause (b) hereof and any extension, accommodation, consent, compromise, release indulgence or forbearance granted or shown by the Corporation to the Licensee shall not be construed as a waiver of the Corporation's such right and power under the said sub-clause (i) clause (b)

EXPLANATION: 2

Nothing contained in the foregoing clauses shall be construed to suffer from inconsistency to derogate from the rights and powers reserved to the Corporation under the respective clauses and exercisable by the Corporation at any time. The Licensee hereby agrees and declares that he will set up no defence based on such inconsistency to impugn the exercise of any right or power by the Corporation.

Marketing Manager,
City & District Milk Producers' Cooperative Societies Ltd.
CISCO Building, Chhatrapati Shivaji Maharaj
NEW BOMBAY-400 014.

THE MAHARASHTRA STATE CO-OP
MARKETING FEDERATION LTD.
BOMBAY-400 009

Extension of Time

6 Without prejudice to the rights, powers and remedies of the Corporation in the foregoing clause 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 scale provided by Regulation No.7 of 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 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 Rupees ONE HUNDRED only.

Compliance with the Maharashtra Regional and Town Planning Act, 1966 and New Bombay Disposal of Lands Regulations, 1975

7A 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 contained herein and subject to Section 118 and other applicable provisions of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act XXXVII of 1966) and rule and regulations made thereunder including the New Bombay Disposal of Lands Regulations 1975 for the time being in force.

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 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 or 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 Licence 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.

SCHEDULE

Description of land

All that piece or parcel of land known as Plot No. _____ of Steel Warehousing Complex in Sector No. _____ of Kalambole containing by admeasurement 16187-93 Sq. Mtrs. or thereabouts and bounded as follows that is to say:

- On or towards the North by : Open plots
- On or towards the South by : Road - 30 MTS. Wide
- On or towards the East by : Vacant Plot
- On or towards the West by : Plot for MS91DC

and delineated on the plan annexed hereto and shown thereon by a red colour boundary line. IN WITNESS WHEREOF THE parties hereto have hereunto set their hands and seal the day and year first above written:

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

- 1) Shri. M.G. Jadhav
- 2) M. K.R. Sivaraman

SIGNED AND DELIVERED by the withinnamed Licensee in the presence of

- 1) J. U. ACHAR
- 2) R. P. SAWANT DESAI

By: Director (Projects)
By: Manager (Projects)

Managing Director
THE MAHARASHTRA STATE CO-OP. MARKETING FEDERATION LTD.
Kamdar House, Marol Matha Street
P. O. Box No. 5000,
BOMBAY 400 009.

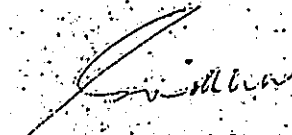
M.D.
Managing Director

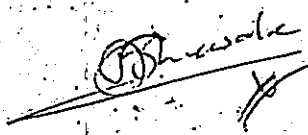
MSCMF Ltd

POSSESSION RECEIPT.

The Maharashtra State Co-operative Marketing Federation Ltd.
I. Shri/Smt. _____

have this 26th day of Nov. 1986. 1986/87 received possession of a Plot No. for MARKFED LTD. Road No. _____ admeasuring the area of 16.187-93 Sq.Mtrs. out of Sector No. _____ pertaining to Revenue village Kalamboli Taluka PANVEL District Raigad, earmarked for warehousing complex use in terms of CIDCO LTD., B Board Resolution No. _____ dtd. _____ as per demarcation on site and shown on the enclosed plan by red colour.


Marketing Manager,
City and Rural Development
Corporation of Maharashtra Ltd.
'CIDCO Bhuvan', CBD-Zone, 15
NEW BOMBAY-400 614.

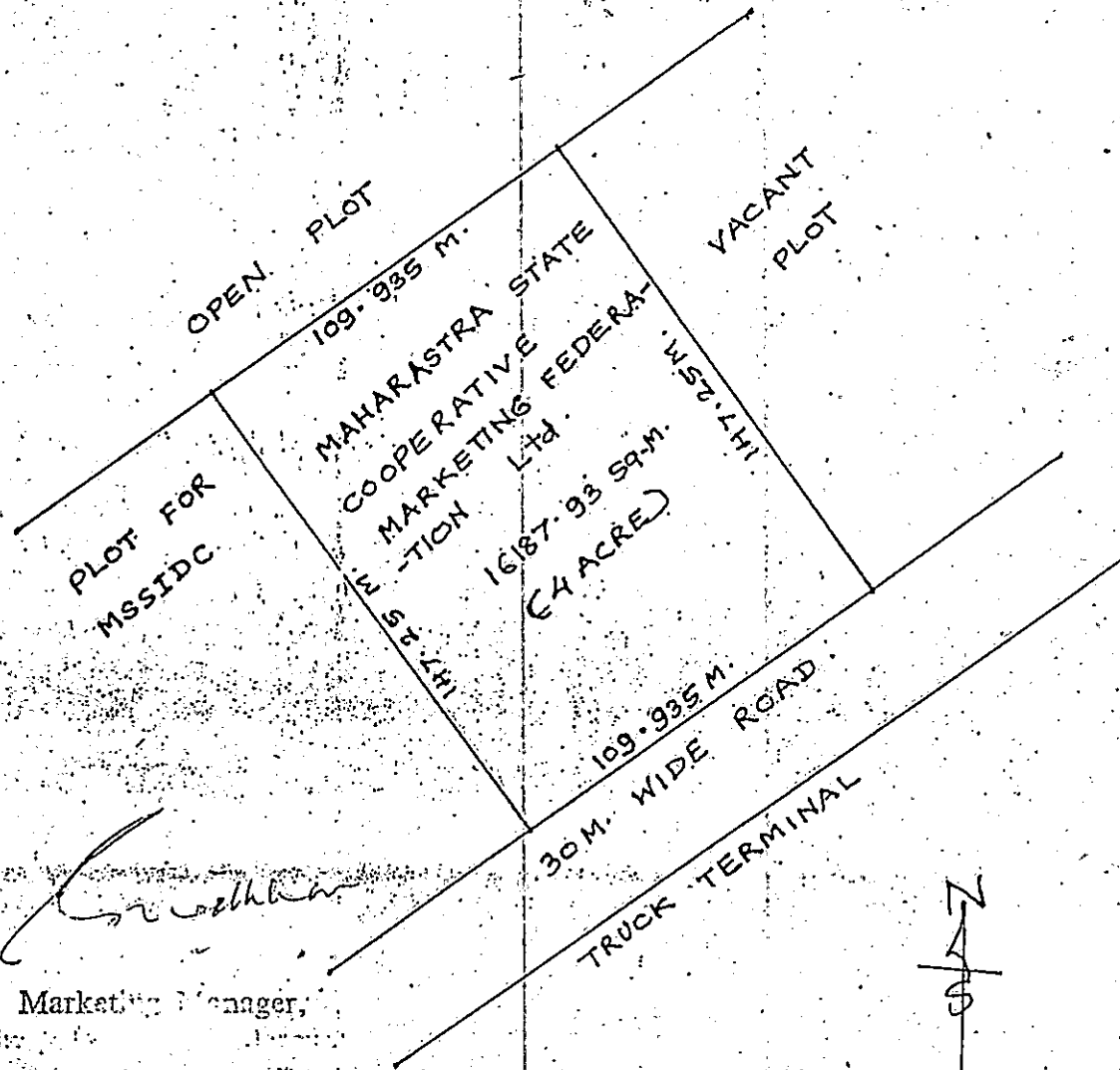

Taken Over
THE MAHARASHTRA STATE CO-OP.
MARKETING FEDERATION LTD.
Kanmoor House, Narsi Natha Street
P. O. Box No: 5080,
BOMBAY 406 009.

FOR MSCMF Ltd.
SKETCH OF PLOT NO. 00/200 ROAD NO. SECTION NO. KWC./MSCMF Ltd.

IN KALAMBOLI WARE HOUSING COMPLEX NEAR TRUCK TERMINAL
PLAN PREPARED AS PER DIRECTOR MANGT'S / ESTATE MANAGERS

NOT NO. MM/PLT/KLM/298 DATED 15-5-86

AREA IN 16187.93 M²
(4 ACRE)



[Signature]
Marketing Manager,
City Office,
C.M.C. Building, Kalamboli,
NEW DELHI-400 614.

SCALE :- 1 : 2000
N
S

PLAN PREPARED BY (*K.R. Ghurat*)
Head SURVEYOR

PLOT DEMARCATION ON 27/6/86 AS PER DIMENSIONS GIVEN IN
DRAWING NO. VH-8-(SP-5) DATED 28-5-86 OF PLANNING SECTION.

[Signature]
Managing Director
THE MAHARASHTRA STATE CO-OP.
MARKETING FEDERATION, LTD.
Kamoor House, Narsi Natha Street
P. O. Box No: 5080,
BOMBAY 400 009.

[Signature] 30/6/86
Kamoor House, Narsi Natha Street,
BOMBAY 400 009.

BOMBAY 400 009.

SAIL (AREA 16.79)

TISCO (AREA 27.03 Ha)

FCI (AREA 48.0 Ha)

CCF (AREA 6.2 Ha)

CWC (AREA 29.0 Ha)

CIDCO (AREA 6.8 Ha)

DEPCL

ARGA
6 ACRES
(2.43 Ha)

Area
4 ACRES
(1.6 Ha)

COALS
COKES
AREA 20 Ha

PLOT FOR
UNIONBANDH STATE
MARKETING
FEDERATION LTD

TRUCK TERMINAL

RAJEEV NHR
BYPASS

PLOT FOR
MID-SCALE
SMALL SCALE
INDUSTRY
DEVELOPMENT CORPORATION

Prof. plan of Kalakshwari

23/03/2014

Signature

Scale 1:5000

DRAFT COPY

18/03/2014

TP-11

