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Receipt No. 54/132592 Date 27/6/95

ADJ No. 1636/94 3535

GENERAL STAMP OFFICE

Bombay, 5-7-1995

RECEIVED from Sheetal Coop. Hsg Soc Ltd.

..... Stamp Duty Rupees 9110/-

one thousand one hundred ten

CERTIFIED under Section ... of the Bombay Stamp Act, 1958 that the Stamp Duty Rupees 9110/- One thousand one hundred ten only on this instrument is chargeable has been paid by Chq/DD/PO/Cash vide 36(2)(V)(C)

COLLECTOR

RUPEES FIVE ONLY PAID 25/-

THIS INDENTURE OF LEASE made at Bombay this 17th day of July '95 199 (One thousand nine hundred and ninety five) between the MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY a statutory corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVIII of 1977) (thereinafter referred to as "the said Act") having its office at Griha Nirman Bhavan, Kalanagar, Bandra (E), Bombay-51, the Lessor (hereinafter referred to as "the Authority" which expression shall unless the context requires otherwise include its successors and assigns) of the One Part :

AND

SUBHASH NAGAR SHEETAL CO-OPERATIVE HOUSING SOCIETY LTD., a Co-operative Society duly registered under the Maharashtra Co-operative Societies Act, 1960, (Mah.XXIV of 1961) and bearing registration NO.BOM/HSG/ 7618 dated 30.5.1981 and having its registered office at tenement No. _____ in building No. 31, SUBHASH Nagar, CHEMBUR, BOMBAY- 4000 71. _____ the lessee (hereinafter referred to as "the Society" which expression shall unless the context requires

otherwise include its successors and permitted assigns) of the Other Part :

WHEREAS the Authority being duly constituted with effect from the 5th day of December, 1977 under Government Notification in the Public Works and Housing Department No.ARD-1077(1)/Desk-44 dated the 5th December, 1977, the Maharashtra Housing Board Act, 1948 (Bom.LXIX of 1948) (hereinafter referred to as "the Board") stood dissolved by operation of section 15 of the said Act.

AND WHEREAS under clauses (a) and (b) of section 189 of the said Act all the property rights liabilities and obligations of the said dissolved Board including those arising under any agreement or contract have become the property rights liabilities and obligations of the Authority:

AND WHEREAS the Board was possessed of or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 1230.74 Sq. meters situated at S.No. 67 to 71 Pt. City Survey No. 826 Part. being part of the Board's land at Subhash Nagar, Chembur in the registration sub-district of Bandra East Bombay Suburban District and more particularly described in the Schedule hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said land") ;

AND WHEREAS the said land has now become the property of the Authority and all rights liabilities and obligations of the Board as aforesaid in relation to the said land have become the rights, liabilities and obligations of the Authority:

AND WHEREAS the building No. 31 situated at Subhash Nagar, Chembur, ,Bombay consisting of 48 tenements constructed on the said land

(hereinafter referred to as "the said building") is being conveyed to the Society by a sale deed of even date between the Authority and the Society and it is now expedient and neccessary to lease the said land underneath and appurtenant to the said building to the said Society:

AND WHEREAS the Authority has agreed to lease the said land and the Society has agreed to accept such lease for a period of ninety nine years with effect from the 1.4.1980 on the terms conditions rents and covenants hereinafter appearing :

AND WHEREAS it is expedient and necessary to execute this indenture of lease in favour of the Society in pursuance of the above mentioned agreement:

AND WHEREAS before the execution of these presents the society has paid a sum of Rs. 23,376/- (Rupees Twenty three thousands three hundred seventy six only) towards premium and Rs. 8,775/- (Rupees eight thousands seven hundred seventy five only) towards lease rent for the period from 1.4.1980 to 31.3.1995 (the receipt of which the Authority doth hereby admit and acknowledge).

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS :

1. In consideration of the aforesaid sum of Rs. 23,376/- (Rupees Twenty three thousands three hundred seventy six only) being the premium and Rs. 8,775/- (Rupees Eight thousands seven hundred seventy five only) being the lease rent for the period from 1.4.1980 to 31.3.1995 paid by the Society to the Authority before the execution of these

presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of the rent and covenants hereinafter reserved and contained the Authority doth hereby demise by way of lease unto the Society the said land being a part of the Authority's estate and shown on the plan annexed hereto and thereon bounded in red TO HAVE AND TO HOLD the said land for a term of ninety nine years commencing on the 1st day of April '1980 (hereinafter referred to as "the commencement date") subject to the terms and conditions hereinafter mentioned yielding and paying therefore during the said term a sum of Rs. 585/- (Rupees Five hundred eighty five only) per annum as lease rent without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly term begins every year at the office of the Authority or such other place as the Authority may from time to time specify in this behalf and intimate to the society.

2. The Society doth hereby covenant with the Authority in the following manner that is to say :-

(a) to pay as aforesaid the lease rent of Rs. 585/- (Rupees Five hundred eighty five only) in advance every year on or before the fifth day of the commencement of each year for which the same is payable in the manner aforesaid without any deduction or abetment whatsoever;

(b) to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the society to the Authority as shall remain unpaid (whether formally demanded or not) for thirty days after the date on which the said amount or any part thereof or any other dues has or have become payable as aforesaid at the rate of $12\frac{1}{2}$% per annum until the whole of such amount or dues has or have been paid;

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(c) to peacefully vacate the said land on the expiry of the term of the lease hereby agreed to be granted or the extended term or earlier determination of the lease as the case may be and hand over the possession of the same to the Authority in its then existing condition:

(d) to abide by all rules regulations bye-laws and conditions now or at any time hereafter duly prescribed by the Government Municipal Corporation of Greater Bombay or the Authority in so far as they relate to the said land:

(e) to abide by and be bound by the provisions of the said Act and the rules and regulations and bye-laws made under the said Act or under any law for the time being inforce in so far as they relate to the said land:

(f) to bear pay and discharge all the present and future rates, taxes cessess assessment duties impositions and outgoings whatsoever assessed imposed and charged upon the said land by the Government or the Municipal Corporation of Greater Bombay or any other Local Authority or statutory body under any law for the time being in force including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the Society and all expenses relating thereto if any and save and keep harmless and indemnified the Authority in respect thereof:

(g) the present proprty taxes comes to Rs. 7574.40 per year. and agricultural taxes comes to Rs. 576/- per year.

(h) to permit the Authority and its authorised agents at all reasonable time to enter upon the said land and buildings erected thereon for the purpose of collection of rent or any other dues or for any other lawful purposes ;

(i) not to assign sublet underlet or otherwise transfer in any other manner whatsoever including parting with the possession of the whole or any part of the said land or its interest thereunder or benefit of this lease to any person or persons or change the user of the said land or any part thereof without the previous written permission of the Authority.

(j) to keep and maintain the open space of the said land in a clean neat and sanitary conditions:

(k) to pay full compensation to the Authority for any loss damage or injury that may be caused to the said land or any part thereof by reason of the excessive user or any act of omission or commission on the part of the society its servants or others in its employment or of the visitors or any other persons coming to or on the said land or to the building and to indemnify the Authority on all such accounts.

(l) The society shall not make any excavation upon any part of the demised premises without the previous consent of the Authority in writing except for the purpose of repairing, renovating or rebuilding the existing structure standing on the said land or utilisation of permissible F.S.I. if any, as per Development Control Rules/Regulations on the plot leased to the society" which is a part of a layout of Subhash Nagar Colony at Chembur Bombay.

(m) not to do or suffer anything to be done on the said land which may cause damage nuisance annoyance or inconvenience to the occupiers of the adjacent premises or to the Authority or to the neighbourhood.

3. The Authority hereby covenants with the Society that on the Society paying the rents hereby reserved and observing and complying with the duties and obligations of the Society herein contained the Society shall peacefully hold and enjoy the said land during the said term without any unlawful interruption by the Authority or any person claiming through or under the Authority.

4. It is hereby agreed that the Society shall so hold the said land TOGETHER WITH the right in common with the Authority and the occupiers of the adjoining premises of the Authority to use for all purposes the roads and passages made or hereafter to be made by or for the accommodation of the Authority the free passage and running of water and soil coming from any other buildings and land

of the Authority and any other lessees of the Authority on the adjoining premises by in or through the Channels water course made or to be made upon or under the said land or any of them or any part thereof.

5. The Authority shall at all times have power without obtaining any consent of or making compensation to the Society to deal as the Authority may think fit with any of the lands and premises adjoining or opposite or adjacent to the said land and have power to erect or permit to be erected on such adjoining opposite or adjacent lands or premises any building whatsoever whether such building shall or shall not affect or diminish the light or air which may nor or any time during the term hereby granted be enjoyed by the Society or the occupants of the said land or any part thereof and also have power to permit any such buildings to be used for any purpose which the Authority may approve.

6. It is hereby agreed and declared that all moneys sums dues and other charges payable by the Society under these presents shall be deemed to be arrears of rent payable in respect of the said land and shall be recoverable from the Society in the same manner as arrears of land revenue as provided in the section 67 and 180 of the said Act as amended from time to time provided always that this clause shall not affect other rights powers and remedies of the Authority in this behalf.

7. It is hereby also agreed that if the lease rent hereby reserved or any part thereof or other dues if any together with interest thereon if any to be paid by the Society shall be in arrears for ninety days after becoming payable (whether formally demanded or not) or if the Society fails to observe any of the terms conditions or covenants stipulated herein then and in any of the said events it shall be lawful for the Authority at any time thereafter by giving ninety days notice to terminate the lease forthwith and therupon reenter upon and take possession of the said land and the building

and other erections fixtures materials plants chattels and effects thereupon and to hold and dispose of the same as the property of the Authority as if this lease had not been entered into and without making to the Society any compensation or allowances for the same. It is hereby furhter agreed that the rights given by this clause shall be without prejudice to any other rights of action of the Authority in respect of any breach of the covenants herein contained by the Society and it shall be lawful for the Authority to remove the Society and all other persons in or upon the said land or any part thereof and its effect therefrom without in any way being liable to any suit action indictment or other proceedings for trespass damage or otherwise provided that if the Society complies with the requirements of the aforesaid notice within the period stipulated in such notice or within such extended period as the Authority may permit in writing the Authority shall not exercise the said right of re-entry.

8. The Authority and the Society further agree that if during the tenure of this lease the society does not commit breach of any of the terms and conditions of these presents the lease may after the expiry of the period of 99 years may be renewable at the option of the Authority for such further period and on such terms and conditions as the Authority may deem fit. The Society shall on the expiry of the term hereby reserved or of the term so renwed peacefully surrender the possession of the said land to the Authority.

9. Any notice intimation or demand required to be given or made by the Authority on the Society under this deed of lease shall be deemed to be duly and properly given or made if given by the officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the Society and delivered or affixed at the said land or at the address of the office of the Society as stated hereinabove and any notice to be given to the Authority will be sufficiently served if addressed to the Vice-President and Chief Executive Officer of the Authority and delivered at his office.

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10. The Society shall bear and pay all the costs charges and expenses and professional charges of and incidental to the correspondence preparation execution and completion of this lease in duplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occassioned to the Authority by reasons of any breach of terms conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.

IN WITNESS WHEREOF the signature of Shri ASHOK LAL _____ Chief Officer, Bombay Housing and Area Development Board, Bombay for and on behalf of the Authority has been set herunder and the seal of the Authority has been affixed and attested by the Officer of the Authority and the signatures of Shri M.D. SHINDE ,Chairman, Shri SHRI N.D. KAMBLE ,Secretary, Shri K. . VISHWANATHAN _____, Member of the Managing Committee of the Society for and on behalf of the Society have been set hereunder under the authority of the Socity given to them to execute these presents for and on behalf of the Society as provided in the Society's General Body's Resolution passed in its meeting held on 22.4.1994 and the seal of the Society has been affixed hereunto on the day and the year first hereinabove written.

SCHEDULE

All that piece or parcel of land situated and lying underneath and appurtenant to Building No. 31 bearing Survey No. 67 to 71 and City Survey No. 826 Part. at Subhash Nagar Chembur in Bombay 400071 in the Registration Sub-District of Bandra (East) Bombay Suburbanc District admeasuring 1230.74 square meters or therabout and bounded as follows: That is to say :

On or towards the North by : 60'.00" Chembur Gawandi Roa
On or towards the South by : Children Park & Sweeper qua
On or towards the East by : Bldg.No. 28.
On or towards the West by : Bldg.No. 53 & Garden

underneath
y No. 67 to 71
at _____
___ in the
Bombay
____ square
/ :

Gawandi Road
: Sweeper qua

arden

SIGNED SEALED AND DELIVERED by Shri ASHOK LAL Chief Officer, Bombay Housing and Area Development Board Bombay in the presence of Shri R.L.SAWANT. SR. CLERK. Bombay Housing and Area Development Board Bombay.

(ASHOK LAL)
Chief Officer,
Bombay Housing
and Area Dev. Board
Bombay.

The Common Seal of the Maharashtra Housing and Area Development Authority affixed in the presence of Shri ~~D.B.DUBE, ESTATE MANAGER, (CONVEYANCE)~~ S.K.PATIL, Suptt. Dy.C.O.E.M.2. Bombay Housing and Area Development Board who has signed in token threreof in the presence of Shri R.L.SAWANT SR. CLERK. B.H&A.D.B.

2203
15/7/95

(S.K.PATIL)
Suptt.
Dy.Chief Officer-E.M.2.

~~(D.B.DUBE)~~
~~ESTATE MANAGER (CONVEYANCE)~~
Bombay Housing and
Area Development
Boarad Bombay.

SIGNED SEALED AND DELIVERED BY

1. SHRI M.D. SHINDE _____ Chairman
2. SHRI N.D. KAMBLE _____ Secretary
3. SHRI K. . VISHWANATHAN _____ Member of the Managing Committee of the said Society who have hereunto affixed their signatures in the presence of Shri P.Y.PRABHU VALAWALKAR a member of the Society

16-8-94
(Chairman)

(Secretary) 16/8/94

(Member) 16/8/94

The Common Seal of the SUBHASH NAGAR SHEETAL Co-operative Housing Society Limited is affixed in the presence of Shri N.D.KAMBLE SECRETARY who has signed in token thereof in the presence of Shri R.S.NAIK a member of the Society



VOTE:

REA ADI

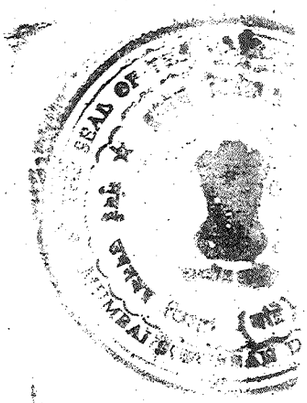
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परिशिष्ट 3/४७६

EX ENGR. HOUSING CHEMBUR DN's PLAN NO. 6/91

PART LAY OUT PLAN SHOWING THE PLOT UNDERNEATH THE BLDG NO. 31 AT SUBHASH NAGAR, CHEMBUR

S.NO. 67 TO 71

SCALE = 80' TO 1"

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NOTE:

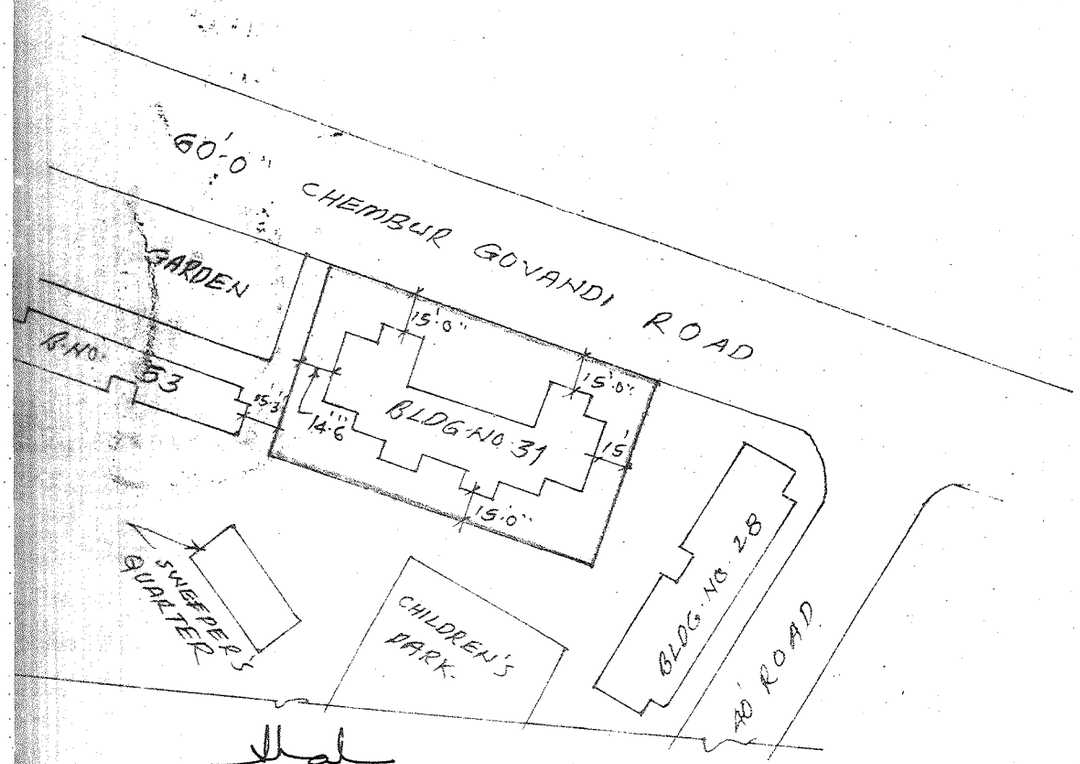
AREA APPURTENANT AND UNDERNEATH OF BLDG NO. 31 SHOWN BOUNDED RED. 13247.96 SQ.FT. i.e. = 1230.74 SQ.MT.

PLINTH AREA PER TENEMENT = 241.50 SQ.FT. i.e. = 22.44 SQ.MT.

PLINTH AREA OF BLDG. = 8694.00 SQ.FT. i.e. = 807.67 SQ.MT.

CARPET AREA PER TENEMENT = 180.00 SQ.FT. i.e. = 16.72 SQ.MT.

CARPET AREA OF BLDG. = 6480.00 SQ.FT. = 601.99 SQ.MT.



Vice Chairman & Chief Officer
Bombay Housing & Area
Development Board, Bombay.

Executive Engineer
Housing Chembur Division
M.H.&A.D.B. Bombay

SUBHASH NAGAR SHEETAL CO-OP. HSG. SOC. LTD

पावती क्र. पक्षिदर 3/५७६

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२-००
३-००
१-००
१३-००

एकूण ४५०-००

१) श्री- मधुकर दगडू चिंदे, वय-४२ वर्षे, नोकरी-रा. ३५
1097. सुभाष-नगर-शिवाजी को. ऑ. हौ.सो. लि-चेंबूर,
सुभाष-नगर, मुंबई - ४०००७१.

२) श्री- निवृत्ती-दिगंबर कांबळे-वय-४२ वर्षे, नोकरी-रा.
३१/1116 पत्रा-वीस-प्रमाणे.

३) श्री- कृष्णा-विश्वनाथन, वय-५० वर्षे, निवृत्त-रा.
३१/1085 पत्रा-वीस-प्रमाणे.

वरील १, २ हे मे. सुभाष-नगर-शिवाजी को. ऑ.हौ.सो.लि-
कीरिता-करिता. व अरमल-क्र.२ चे-चेअरमन-क्र ३ चे
मेंबर-म्हणून सही-करणार.

क्र. ४. श्री. बबन के. पाटील वय ५३ वर्षे, राहणार रमेदी, वसई
जिल्हा. ठाणे. मिस्त्री

क्र. ४. हे मे. तारापूर सूचिमिल्स ह्या मिल्स लिमिटेड प्रतिष्ठानतर्फे अधिसल्ला कामगार म्हणून
श्री. अशोक लाल मुख्य व्यवस्थापक / मुंबई मंडळ, यांच्यातर्फे सुखत्यार म्हणून
काम करित आहे.

आडपत्र्याचा

1) 3)

2) 4)

१) श्री. प्रभाकर यशवंत प्रभूवाळावलकर वय५० धंदा रा० 39/1082, सुभाष नगर, चेंबूर, मुंबई ४०००७१ हे क्र० १ चे साक्षीदार म्हणून सही करतात.

२) श्री. रमेश शेकर नाईक, वय५१ वर्षे नोकरी, रा० 39/1092, पत्ता - वरील प्रमाणे हे क्र० २ चे साक्षीदार म्हणून सही करतात

दि 20/1/97

PBDR-3
777/95 10-17
Registered at No. ..... on .....
Additional of Bk. No. I 1176

17/3/97

Joint Sub-Registrar V
Bombay (Bandra)

One duplicate presented along with this deed under S. No. PBDR-3 778/95 is certified under this registered number.

Joint Sub-Registrar IV
Bombay (Bandra)

20/3/97