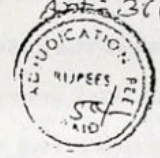


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Receipt No. 3 dt 6/11/98
ADJ/ No. 1012/97/4088 dt 14/10/99
GENERAL STAMP OFFICE
Bombay, 30/11/99

RECEIVED from B.E.S.T.
Stamp duty Rupees 954.20/-
(Ninety five thousand four hundred and twenty only)
CERTIFIED under section 32 of the Bombay Stamp Act, 1958, that the full Stamp duty Rupee 954.20/- (Ninety five thousand four hundred and twenty only) with which this instrument

chargeable has been paid.
Ante 30 (n) (r) (c) 5th
A. J. Flew
COLLECTOR



27-12-1999

THIS INDENTURE OF LEASE MADE at Mumbai
27th day of December 1999 (One 1998)



House No. nine hundred ninety ~~eight~~ ^{Nine} between the
MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY
A Statutory Corporation duly constituted under the
Maharashtra Housing and Area Development Act, 1976
(Mah. XXVIII of 1977) (hereinafter referred to as
"the said Act") having its office at Griha Nirman
Bhavan, Kala Nagar, Bandra (East), Mumbai -
400 051, the Lessor (hereinafter referred to as
"the Authority" which expression shall unless to
context requires otherwise include its successors
and assign) of the One Part;

AND

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BES & T Undertaking
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Information Under
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THE BRIHAN MUMBAI ELECTRIC SUPPLY AND TRANSPORT UNDERTAKING having its head office at 'BEST BHAVAN' BEST Marg, Mumbai-400 001, the Lessee hereinafter referred to as "the Lessee" (which expression shall unless the context requires otherwise include its or their permitted assigns) for and on behalf of the Municipal Corporation of Greater Brihan Mumbai, a Corporation constituted under the Mumbai Municipal Corporation Act, 1888, of the Other Part;

WHEREAS the Authority being duly constituted with effect from the 5th day of December, 1977 under Government Notification the Public Works and Housing Development No. ARD-1077 (1) ^{Dedicated} Desk-44 dated the 5th December, 1977, the Maharashtra Housing Board, a Corporation established under the Bombay Housing Board Act, 1948 (Bom LXIX of 1948) (hereinafter referred to as "the Board") stood dissolved by the operation of Section 15 of the said Act;

AND WHEREAS under Clauses (a) and (b) of Section 187 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;



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AND WHEREAS the Board was possessed or otherwise well and sufficiently entitled to a piece or parcel of land admeasuring 48,495.25 sq.yards i.e. 40,542.00 sq. meters bearing S.No. 6 (Part) and C.T.S. No. 21 at Goregaon (West), Mumbai-400 04, in the registration Sub-District of Andheri, Mumbai Suburban District and more particularly described in the Schedule-I hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said land");

AND WHEREAS the Lessee vide its letter No.ENC-16997/61-62/dt.15.6.1961, requested to the said erstwhile Maharashtra Housing Board to allot the said land on lease to the Lessee for establishing a bus depot and for constructing quarters for the staff attached to the depot.

AND WHEREAS on the request of the Lessee, the ^{said} Board vide its resolution NO.531 dt.27.1.1961, considered the request of the Lessee to lease the land admeasuring 65,233.00 sq.yards at Goregaon to the Lessee with the approval of Government for establishing a bus depot and constructing quarters for the staff attached to the depot for a period of 99 years lease on the Lessee paying to the Lessor a premium of the demised premises at the rate of Rs.6/- per sq.yard and also paying a nominal lease of rent of Re.1/- per annum and on the other terms and conditions of lease.

AND WHEREAS, the Government of Maharashtra-

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RTI Act, 2005

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tra in Urban Development and Public Health Department had by their letter No. ALT-1862/11765-F dt. 25.4.1962, approved the Board's proposal and accordingly the Board vide its letter No. Gore/Misc/24/7585/HC-E/61 dt. 14.8.1961 read with letter No. Gore/Misc/24/4308/HC-E dt. 14.5.1962, has agreed to grant a piece of land admeasuring 65,233.00 sq.yards at Goregaon to the Lessee for the purpose of establishing a bus depot and constructing quarters for the staff attached to the depot for the period of 99 years lease on the terms and conditions, hereinafter and contained.

AND WHEREAS the area originally proposed to be given admeasuring 65,233.00 sq.yards to the Lessee. However, since the area of the plot works out to be 48,495.25 sq.yards instead of 65,233.00 sq.yards the possession of the land admeasuring 48,495.25 sq.yards i.e. 40,542 sq.meters was handed over to the Lessee on 14.12.1962.

AND WHEREAS in the year 1967 the Lessee vide its letter No. ENC/83038/66-67, dt. 11.2.1967, read with letters No. ENC/7372/67-68 dt. 3.5.1967, No. XEN/(DS)/62063/67-68 dt. 29.11.1967 inform to the Board that since a depot was already established at Poisar, which is not very far from Goregaon and there is a crying need for accommodation to the Lessee's staff, it was decided to develop and use the said land as residential use that is out of 48,495.25 sq.yards area admeasure 33,680.00 sq.yards, earmarked for staff quarter under H.P.S. Housing Scheme and remaining area



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admeasuring 14,877.25 sq.yards for construction of Employer's Contribution Scheme.

AND WHEREAS since the entire land was reserved in the Development plan for the Lessee's bus depot and its housing scheme, as staff quarters to its employees, the Board obtain the Government approval to the Lessee's proposal for change of user the entire land area 48,495.00 sq.yards for utilising same by the Lessee as constructing building thereon as residential use and occupation to its employees, and accordingly the Board vide its letter No.Gore/Misc/24/2878/MHB L of 70 dt.24.2.1970 read with letter No.12456 dt.15.9.1970 has agreed to charge the additional premium of Rs.12/- per sq.yard in respect of the total land 48,495.25 sq.yards leased to the Lessee with effect from 1.7.1967 and to recover nominal lease rent of Re.1/- per annum for the land admeasuring 33,618.00 sq.yards and 2 1/2% lease rent per annum in respect of land admeasuring 14,877.25 sq.yards.

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 Authority vide its letter No.LM/BB/BEST/Goregaon/7296/1994 dt.23.11.1994 read with subsequent letter

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BES & T Undertaking
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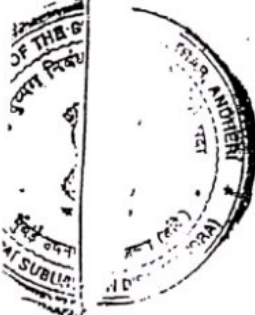
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No.LM/BB/BEST/Goregaon/6391 dt.15.12.1995 and the meeting dated 12.8.1994 held in the chamber of Hon'ble Minister of Housing and Special Assistance Department, decided to finalised the lease rent of the said land at Goregaon and requested to the Lessee to make the payment of balance of additional premium i.e. Rs.5,81,943/- (Rupees Five lakhs eighty one thousand nine hundred forty three only) for the entire land area, 48,595.25 sq.yards at the rate of Rs.12/- per sq.yards and the nominal lease rent of Re.1/- and the lease rent at the rate of 2.5% for the area 14,877.25 sq.yards used for BEST EMPLOYEES SOCIETY i.e. Rs.6,695/- and Rs.11,073/- premium at the rate of Rs.36/- per sq.yard for the land used for shopping purpose admeasuring 307.58 sq.yards and the lease rent at the rate of 2.5% on the said commercial use of the said land i.e. Rs.277/- per annum on the terms and conditions hereinafter appearing and contained;

AND WHEREAS the Lessee has agreed to take the said land admeasuring 48.495.25 sq.yards i.e. 40,542.00 sq.mtrs. on the cost of land at rate of Rs.18/- per sq.yards premium and the lease rent of Rs.6,695/- per annum for the residential user and the lease rent of Rs.277/- per annum for the commercial user, on lease for the term of 99 years of lease with effect from 14.12.1962, for the purpose of residential use on the terms and conditions, rent and covenants hereinafter appearing and contained;

AND WHEREAS its expedient and necessary



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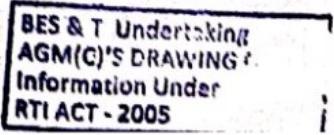
to execute this indenture of lease in favour of the Lessee in pursuance of the abovementioned decision of the Authority agreed to by the Lessee;

AND WHEREAS before the execution of these presents the Lessee has paid a total sum of Rs.8,72,913/- (Rupees Eight Lakhs Seventy Two Thousand Nine Hundred Thirteen only) towards premium at the rate of Rs.18/- per sq.yards for the land area admeasuring 48,495.25 sq.yards and Rs. 11,073/- towards the additional premium at the rate of Rs.36/- per sq.yards for the shopping area used as commercial i.e. 307.58 sq.yards and Rs.5/- (Rupees Five only towards the nominal lease rent at the rate of Re.1/- P.A. for the period from 14.12.1962 to 30.6.1967 and Rs.2,07,545/- (Rupees Two Lakhs Seven Thousand Five Hundred Forty Five only) towards the additional lease rent at the rate of Rs.6,695/- P.A. for the period from 1.7.1967 to 30.6.1998 and Rs.8,587/- (Rupees Eight Thousand Five Hundred Eighty Seven only) towards the additional lease rent at the rate of Rs.277/- P.A. for the commercial use of land admeasuring 307.58 sq.yards. (the receipt of which the Authority doth hereby admit and acknowledge);

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

4. In consideration of the aforesaid sum of Rs. 8,83,986/- (Rupees Eight Lakhs eighty three thousand nine hundred eighty six only) being the premium and Rs.2,16,137/- (Rs.5 + Rs.2,07,545 + 8,587) (Rupees Two Lakhs Sixteen Thousand One

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Hundred Thirty Seven only) being the lease rent for a period from 14.12.1962 to 30.6.1998 paid by the Lessee to the Authority before the execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of rent and covenants hereinafter reserved and contained the Authority doth hereby demise by way of lease unto the Lessee the said land being a part of the Authority's estate and shown on the plan appended hereto and thereon bounded in red TO HAVE AND TO HOLD the said plot of land for a term of ninety nine years commencing from the date of taking over the possession of the said plot of land i.e. 14.12.1962 (hereinafter referred to as "the commencement date") subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the remainder term a sum of Rs.6,972/- (Rs.6,695 + 277) (Rupee Six Thousand Nine Hundred Seventy Two 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 Lessee;

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

(a) to pay as aforesaid the lease rent of Rs.6,972/- (Rupee Six Thousand Nine Hundred Seventy Two only) in advance every year on or before



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the 5th day of the commencement of each year for which the same is payable in the manner aforesaid without any deduction whatsoever;

(b) to pay interest on such amount of lease rent or any part thereof or any other dues to be paid by the Lessee to the Authority whether formally demanded or not as shall remain unpaid for thirty days after the date on which the said amount or dues has or have become payable as aforesaid at the rate of 16 1/3% per cent per annum until the whole of such amount of dues has or have been paid;

(c) to take over the said plot of land in its existing condition and to incur all expenditure if any for the development of the said plot of land at its own cost and to peacefully vacate the said land on the expiry of the term of the lease hereby agreed to be granted or of the extended term or the 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 use the said plot of land only for the bonafide purpose of constructing maintaining and locating the buildings for residential use and occupation of its employees as staff quarters and for the above commercial use only and for the purposes necessary and other incidental thereto and not to use the said plot of land for any purposes not specifically permitted by the Author-



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BES & T. Undertaking
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ity. The question whether any purpose is necessary and incidental to the main bonafide purpose aforesaid or whether, any purpose is not specifically permitted by the Authority shall be referred to the Chief Executive Officer of the Authority and the decision of the Chief Executive Officer on the question shall be final;

(e) to abide by all rules and regulations of the Government, Municipal Corporation of Brihan Mumbai and or of the Authority in so far as they relate to the said land and in regard to the buildings and maintenance thereof;

(f) to abide by and be bound by the provisions of the said Act and the rules and regulations made by or under the said Act; or under any other law for the time being in force so far as they relate to the said land and in regard to the buildings and maintenance thereof;

(g) to bear pay and discharge all the present and future rates, taxes, cesses, assessments, duties, impositions and outgoing payable to the Municipal Corporation of Brihan Mumbai or to the Government or to any other local Authority or statutory body in respect of the said land and/or buildings erected thereon including all sanitary and water cesses of any kind whatsoever whether payable by the Authority or the Lessee and all expenses relating thereto if any and save and keep harmless and indemnified Authority in respect thereof;



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TO THE
MUMBAI
MUNICIPAL CORPORATION
MUMBAI

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(h) to maintain the said land and the buildings constructed thereon in a good state of repairs and in clean neat and perfect sanitary condition to the satisfaction of the Executive Engineer of the Authority or any other representative appointed for the purpose by the Authority and make good from time to time any defects thereon pointed out by the said Engineer or the said representative and observe and comply with all the directions given by the Municipal Corporation of Brihan Mumbai or the said Engineer or the said representative and observe and comply with the Municipal rules and regulations and the regulations made by the Authority if any in that behalf;

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

(j) not to assign sublet, underlet or otherwise transfer in any other manner 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. The Authority shall be free to refuse such permission or grant it subject to such conditions including a condition regarding the payment of additional permium and/or lease rent as the Authority may in its discretion think fit;



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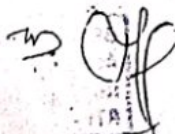
(k) to pay full compensation to the Authority for any loss, damage or injury that may be caused to the said land or any part thereof by reasons of the excessive user or any act of omission or commission on the part of the Lessee, its servants or others in its employment or of the visitors or any other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

(l) not to make any excavation upon any part of the said land without the previous consent of the Authority in writing first had and obtained except for the purpose of repairing renovating or rebuilding the existing structures standing on the said land.

(m) not to do or suffer any thing 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;

(p) The Authority shall not be responsible for any loss and damage of whatever nature or to any destruction caused by fire or by any other reason whatsoever to the structure or structures erected on the demised premises, by the Lessee or its assignees.

3. The Authority hereby covenants with the Lessee that on the Lessee paying the rents hereby reserved and observing and complying with the duties and obligations of the Lessee herein con-



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tained the Lessee shall peacefully hold and enjoy the said land during the said term without any unlawful interruption by the Authority or any persons claiming through or under the Authority;

4. It is hereby agreed and declared that any monies, sums, dues and other charges payable by the Lessee under these presents shall be deemed to be arrears of rent payable in respect of the said land and shall be recoverable from the Lessee in the same manner as arrears of land revenue as provided in sections 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.

5. It is hereby also agreed that if the lease rent hereby reserved or any part thereof or other dues if any to be paid by the Lessee shall be in arrears for sixty days after becoming payable whether formally demanded or not or if the Lessee fails to observe any of the terms and conditions or covenants stipulated herein then and in any of the said event it shall be lawful for the Authority at any time thereafter by giving ninety days notice to terminate the lease forthwith and thereupon re-enter upon and take possession of the said plot of land and all the structures, erections, fixtures, materials, plants, chattels and effects thereon 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 lessee any compensation or



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allowances for the same. It is hereby further agreed that the rights given by this clause shall be without prejudice to any other right of action of the Authority in respect of any breach of the covenants herein contained by the Lessee and it shall be lawful for the Authority to remove the Lessee and all other persons in or upon the said land or any part thereof and its effects therefrom without being in any way liable to any suit action indictment or other proceedings for trespass damage or otherwise provided that if the Lessee complied 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.

6. The Authority and the Lessee further agree that on expiry of the lease period of ninety nine years the lease may be renewed at the option of the Authority for such period and on such terms and conditions as the Authority may deem fit.

7. Any notice intimation or demand required to be given or made by the Authority on the Lessee under this deed of lease shall be deemed to be duly and properly given or made if given by an officer duly authorised by the Authority in that behalf and shall be deemed to be duly served if addressed to the Lessee and delivered or affixed at the said land or at the address of the office of the Lessee as stated hereinabove and any notice to be given to the Authority will be sufficiently



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served if addressed to the Vice President and Chief Executive Officer of the Authority and delivered at his office.

B. The Lessee shall bear and pay all costs charges and expenses and professional charges of and incidental to the preparation execution and completion of this lease deed in duplicate thereof incurred by the Authority including stamp duty and registration charges in relation thereto and those occasioned to the Authority by reason of any breach of the 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 Jayant Gaikwad Chief Officer Bombay Housing & Area Development Board for and on behalf of the Maharashtra Housing and Area Development Authority has been set hereunder and the seal of the Authority is also affixed and attested by the Officer of the Authority and the signature of Shri UMESH DATTATRAY TAYSHETYE, Assistant General Manager (Civil) for and on behalf of the Brihan Mumbai Electric Supply and Transport Undertaking for and on behalf of the Municipal Corporation of Brihan Mumbai has been affixed hereunto under the Authority given to him to execute these presents for and on behalf of the Brihan Mumbai Electric Supply and Transport Undertaking as provided in the Lessee's Resolution No.1122 passed in its meeting held on 22.1.1981 on the day and the year first hereinabove written.

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BES & T Undertaking
AGM(C)'S DRAWING
Information Unit
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SCHEDULE

All that piece or parcel of vacant plot of land admeasuring 48495.25 square yards i.e. 48,542.00 sq.meters or thereabouts being S.No.6 (Part) C.T.S.No.21 situated at Knounal BEST Nagar, Goregaon (West), Mumbai-400 104 in the registration sub-district of Bandra Bombay Suburban District and bounded as follows that is to say:-
On or towards the North by: 60' - 00 wide Road.
On or towards the South by : Oshiwara Bridge.
On or towards the West by : Nalla
On or towards the East by :



Signed Sealed and Delivered
by Shri Jayant Gaikwad
Chief Officer Bombay Housing
and Area Development Board
Bombay in the presence of
Shri P. M. Varughese
Land manager
Bombay Housing and Area
Development Board, Bombay.

Off Gaikwad

CHIEF OFFICER
BOMBAY HOUSING AND
AREA DEVELOPMENT BOARD
BOMBAY.

P. M. Varughese
Land Manager,
Bombay Housing & Area
Development Board, Bombay

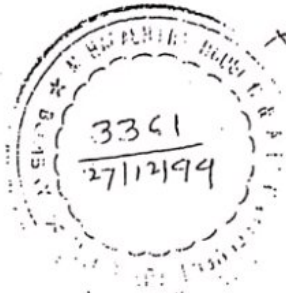
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The Common Seal of the
Maharashtra Housing and
Area Development Authority
is affixed hereunto in the
presence of Shri Jayant
Balkwad of the
Bombay Housing and Area
Development Board who has
signed in token thereof in
the presence of Shri P.M.
Varughese / Land Manager
Bombay Housing and Area
Development Board, Bombay.

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Land Manager,
Bombay Housing & Area

CHIEF OFFICER
BOMBAY HOUSING AND
AREA DEVELOPMENT BOARD
BOMBAY

Signed Sealed and Delivered
by Shri UMESH DATTATRAY TAYSHETYE
Assistant General Manager (Civil)
of the said Brihanmumbai
Electric Supply & Transport
Undertaking who have hereunto
set his signature in the
presence of
Shri S.A. Nene *Handwritten*
who has signed in token thereof.

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ASST. GENERAL MANAGER
(CIVIL ENGINEERING)



BES & T Undertaking
AGM(G)'S DRAWING OF
Information Under
RTI ACT - 2005



₹ 10,00,000/- (Ten Lakhs only) for the purchase of...

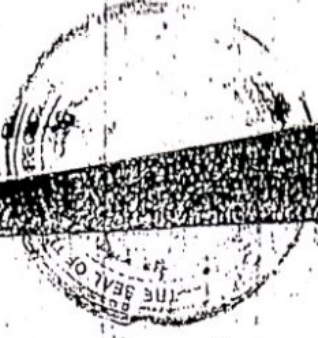
<p>पुस्तक म. को. प्र. ६ [दिनांक १९९९ वर्ष]</p> <p>वस्तु का नाम</p> <p>श्री विष्णु का मंत्रालय/उपमंत्रालय का कार्यालय में कार्य करने वाले अधिकारियों/अधीनस्थों/कार्यपालकों का वेतन व भत्तों का भुगतान करने के लिए...</p>	<p>प्राप्तिके लिए</p> <p>१. वेतन</p> <p>२. भत्तों</p> <p>३. पेंशन</p> <p>४. अन्य</p>	<p>वस्तु का नाम</p> <p>₹ 10,00,000/-</p> <p>₹ 10,00,000/-</p> <p>₹ 10,00,000/-</p>
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नरेंद्र कुमार निबंधक अथवा अन्य अधिकारी

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मरणाच्या प्रतीचा नक्कीपत्र

पुचना

क्रमांक	दिनांक	दिवस	वय	लिंग	व्यवसाय
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१००	२	२	२०	पुरुष	२००
१०	५	५	५	पुरुष	५
कुल					१७५०

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पुचना

१. विभागाचे नाव भरण्याचा प्रत्येकीकरीता एकत्र जमा करावयाची असेल त्या विभागाचे नाव लिहावे.

२. भरण्याच्या प्रत्येकीकरीतीत देण्याच्या वर्गीकरणाचे संदर्भ, देण्याचे प्रमाणदर्शक, उपग्रहदर्शक व गीत-दीर्घ या बाबतचा तपशील स्पष्टपणे, ठळकपणे व पूर्णपणे नमूद करावा. भरण्यावेळी त्याची शिक्का वापरता.

३. भरण्याच्या एकत्रित्या प्रतीकरिता त्या लोकांचा भरण्याच्या एकत्रित्या उद्देशानेच प्रमाणानुसार एकत्रित्या नमूद करावा.

४. धार्मिक आणि वय भरण्याच्या संदर्भातील भरण्याच्या एकत्रित्या बाबतीत या विभागाच्या संदर्भात दोन बाबी आहेत त्या विभागाचे नाव भरण्याच्या प्रतीकरणी (ठळक) सोळा अक्षरांत काढावा आणि वि. सं. यासाठी भरण्यावेळी त्याची शिक्का वापरता.

BEST Underwriting
Legal Dept.
Electric House, Colaba
Mumbai-1

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Handwritten signatures and scribbles

Handwritten signatures and scribbles

① श्री. सुरेश कुमार, एम. ए. ०२. ३७ वर्ष, जोकरी
५- ७/१९३, ^{विद्यार्थी} बी. एस. (क.) रु. नं. ५) है
होस्टल में सी. ए. कॉलेज में ही जन्म हुआ है
याचना में मुख्यतः २००/२००० व ०२. ९. ९.
होस्टल में ही सहायक मुख्य अध्यापक होना

② श्री. विनायक वी. कदम, ०२. ४० वर्ष, जोकरी है

श्री. उमेश देवराज - १२/२/०२२० ५३.
सामाजिक उत्तरदायित्व (पियागल)
मू. वि. पु. आणि न. अक्षय ह्यांच्यासाठी
यांनी नवी वेवेळ्या करण्यासाठी
अभियोगात नोंदणीसाठी अनिर्बंधात
मुंबई : सहाय्यतासाठी (खाशरी) करण्यासाठी
पुणेच्या नगर निगा अर्तू, त्यांनी नोंदणी
अनिर्बंधात ह्यांच्याकडे कमीत २३/२०००
हमयवे नवी आहे.

वदर-१/
१००० २०२०
१२०००

..... इत्यादींचा अर्थ
प्राचारण किंवा इतर
काम विरुद्धी नसावा.

① *Handwritten signature*
② *Handwritten signature*

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पुस्तक क्रमांक १, क्रमांक परे 9000 920
गोंदला
दिनांक 94/9/02 02

सह दुय्यम निबंधक भंपेती
मुंबई उपनगर जिल्हा.

1000
This document presented to me
is a deed under S. No. B.P.R. 11-1081/2000 109-120
and certified under this registered
number 92

1502
Sub-Registrar II
Mumbai (Maharashtra)

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