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 दिनांक 14 JUL 1988
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Agreement to lease

Between

CIDCO of Maharashtra Ltd

and

Anjuman-I-Islam Trust



Branch Office
 CIDCO LTD, Nalpar
 New Bombay 400 014



SHRI. JYAL KAWARE
 General Executive Officer No 255
 Mr. Kaware M.L. Center 90

AGREEMENT TO LEASE LAND FOR CONSTRUCTION OF BUILDING BY
LESSEE FOR ESTABLISHING HOSPITAL - SCHOOL - COLLEGE -
LIBRARY

MHRA AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED.

Pl. No. 11
Section 203
10.11

AN AGREEMENT made at CBD Belapur the 16th day of March
1973 between with College

One Thousand Nine Hundred and Eighty with BETWEEN CITY
AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, a
Company incorporated under the Companies Act, 1956 (1 of 1956) and
having its registered office at "Miral", 2nd Floor, Narayan 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 (Name of Society)



Anjuman - I - Islam Trust being a Society
registered under the Societies Registration Act 1860 under the
Certificate of Registration No. E-36 dated the 10-2-1953
granted by the Registrar of Societies, Bombay and
registered also as a Public Charitable Trust under the Public Trust
Act, 1950 under Registration No. 1 dated 1
granted by the Charity Commissioner and having its principal place
of business at Anjuman - I - Islam 92, 93, 94, D. Road
Bombay 400071 (hereinafter referred to as "the Trustee", which
expression shall, where the context so admits, be deemed to include,
its successor or successors) of the Other Part.

MISCELLANEOUS

(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 XXVII of 1966)
(hereinafter referred to as "the said Act".)

Stamp: CIDCO LTD. Belapur
New Bombay-400 614

Signature



Signature
SHRI K. BAL K. WARE
Special Executive Officer
185, K. W. S. Road
Mumbai

(b) The State Government is, pursuant to Section 119-A of the said Act, acquiring lands described therein and vesting such lands in the Corporation for development and disposal.

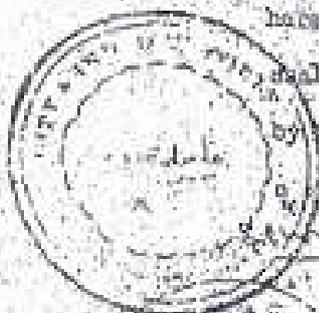
(c) The licensee has for the purpose of establishing and conducting a hospital/school/college/library requested the Corporation by its application dated _____ to grant a lease of a piece or parcel of land so acquired and vested in the Corporation by the State Government and described in the schedule hereunder written.

(d) The Corporation has, in exercise of its powers under section 159 (1)(a) of the said Act made regulations called the New Bombay Disposal of Lands Regulations, 1975 which provide inter alia in Chapter I thereof for the grant of land by the Corporation for educational, charitable and public purpose.

(e) The Corporation has, regard being had to its object, as contained in section 114 (1) of the said Act to secure the lay-out and development of the new town of New Bombay and the provisions of the said Regulations, consented to grant to the licensee a lease of a piece or parcel of land described in the schedule hereunder written and more particularly delineated on the plan annexed hereto and shown therein by a red colour boundary line, and containing by measurement 1956.50 Sq. Mtrs. or thereabout.

(f) The licensee has before the execution of this agreement paid on the 15-1-88 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,

an amount of Rs. 1,46,137.50 rupees One Lakh Forty six thousand and thirty seven paise only being the full premium agreed to be paid by the



[Signature]
SHRI IQBAL KAWARI
Special Executive Officer No. 255
108, Kawari's Bldg, Sector 10
Koparkhairane, Navi Mumbai

Licensee to the Corporation and the Corporation has permitted the Licensee to occupy the said land from the date hereof on the terms and conditions hereinafter contained.

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

Grant of License

1. During the period of ^{three} ~~two~~ years from the date hereof, the Licensees shall have license and authority only to enter upon the said land for the purpose of erecting a building or buildings to be used for the purpose of establishing and conducting a hospital/school/college/library 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 a service charges to the Corporation as if the lease has been actually executed.

Lot a Service

2. Nothing contained in these provisions shall be construed as a demise in lot of the said land hereby agreed to be divided 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:



[Handwritten signature]

SHRI JOEL KAWARE
Special Executive Officer No. 155
185, Kaware Villa, Sector 19C
Koparkhane, Bani Much...



No work to begin until plans are approved

(c) That the licensee shall not commence or carry on any work 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 any thereafter the licensee 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 the licensee shall within a period of ^{Six months} one year from the date thereof commence, and within a period of ^{three} ~~three~~ years from the date hereof at 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 or buildings to be used as aforesaid with all requisite drains and other proper conveniences thereto.

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SHRI LOBAL KAWA
Special Executive Officer No.
185, K. Ware W/O. Sect. of-11

Sanitation

(h) That the licensee will 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 will 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 will 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, will comply strictly with the terms thereof :



Excavation

(i) That the licensee 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 the licensee will 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

That the licensee will not at any time do, cause or permit any nuisance in or upon the said land and in particular will not use or permit the said land to be used for what is not granted.




SHRI GOPAL KAWARE
Special Executive Officer No. 255

Insurance

(c) That the Licensee will as soon as any building to be erected on the said land shall be roofed, insure and keep insured the same in its name against damage by fire for an amount equal to the cost of such building and will on request produce to the Managing Director a policy or policies of insurance and receipts for the payment of last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

Recovery of any sum due to the Corporation:

(d) 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 5 of the Schedule to the said Act. Whether any sum is so payable by the Licensee, shall be determined by the Managing Director and every such determination by the Managing Director shall not be disputed by the Licensee and shall be final and binding upon it.

Restriction against appointment of Agent by a Power of Attorney or Otherwise

(e) The Licensee shall not appoint any person as its agent, by a Power of Attorney or otherwise, for the purpose of this Agreement except its officer or servant.

3-A. It is hereby expressly agreed by the Licensee that the Licensee shall not, until the grant of the lease of the said land as provided hereinafter, commence conducting the hospital/school/college/library agreed hereby to be established on the said land. The Licensee shall in the conduct of such hospital/school/college/library be subject to the following conditions :-



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GENERAL MANAGER

(a) The hospital/school/college/library shall be equipped properly to the satisfaction of the Managing Director of the Corporation.

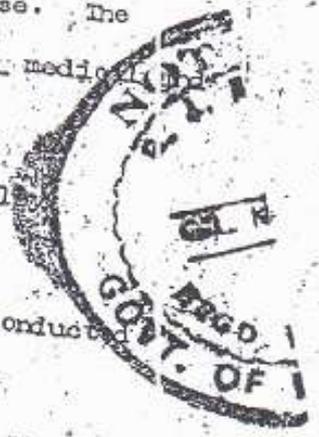
(b) The hospital/school/college/library shall be open to the public without any discrimination on ground of religion, caste, creed, race, sex, place of birth, domicile, language or otherwise. The hospital shall not have at any time less than _____ medical _____ surgical beds.

(c) The hospital/school/college/library shall employ competent staff.

(d) The hospital/school/college/library shall be conducted for charitable purpose and not for profit.

(e) Three members of a body to be appointed by the Licensee to manage or govern the hospital/school/college/library shall be nominated by the Corporation and such persons shall have the same rights, powers, privileges and immunities as other members of the said governing body or the Committee of Management and the regulations or bye-laws of the license shall provide accordingly and shall, if necessary, be amended to provide for such nomination and the said provision shall not be amended or altered without the previous written permission of the Managing Director of the Corporation.

(f) The Corporation shall be entitled to issue to the Licensee such directions as the Corporation may think proper for the better and efficient conduct and management of the hospital/school/college/library including the maximum and minimum fees to be charged for services and the Licensee shall obey such directions with utmost dispatch and without any delay.



[Handwritten signature]

[Handwritten signature]
SHRI NARAYAN KAWARE
Special Executive Officer No. 258
185, Kaware Villa, Sector 19C
Koparkhanna, Nashik

Power to terminate Agreement

4. Should the Town Planning Officer not approve of the Plans, Specifications, 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 license 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 of the essence of the contract or (II) shall not proceed with the work with due diligence or (III) 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 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



[Signature]
SHRI BAL KAWAR
Town Planning Officer No. 255



the Licensee for refund or repayment of any Premium paid by 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

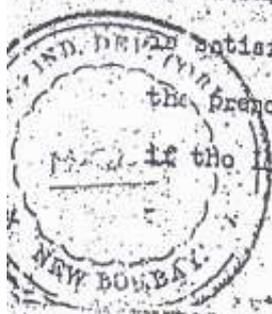
(iii) to direct removal or alteration of any building or structure erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal of or alteration not being carried out within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the Licensee.

(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 as immediately attached to the said land and no part thereof other than defective or improper materials (removed 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 certificate.

6.

Extension of time

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(i) 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



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SHRI JIBAL KAWARE
Special Executive Officer No. 2551

provided by Regulation No. 7 of New Bombay Disposal of Lunds Regulations 1975 made by the Corporation under the provisions of the said Act and thereupon the obligations herein under if 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 ten.

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 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 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 Licensee 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.

IN WITNESS WHEREOF THE parties hereto have hereunto set their hand and seal this day and year first above written.

Schedule

SIGNED AND DELIVERED for on behalf of the City & Industrial Development Corporation of Maharashtra Ltd., by the hand of Shri N. N. Edute

M. L.
Estate Officer
CIDCO LTD. Relapur
New Boudhay-400 511

in the presence of

- 1) Shri B. D. Kankud *[Signature]*
- 2) Shri G. N. Patil *[Signature]*

SIGNED AND DELIVERED by the with named Licensee in the presence of

[Signature]
Anjuman - I - Islam Trust

- 1) Shri B. D. Kankud *[Signature]*
- 2) Shri G. N. Patil *[Signature]*



[Signature]
SHRI JEEBAL KAWARE
Special Executive Officer No. 2552
185, Kaware Villa, Sector-19C

to, left, or posted, addressed to the licensee at the usual or last known place of 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.

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IN WITNESS WHEREOF THE parties hereto have hereunto set their hand and seal this day and year first above written.

Schedule

SIGNED AND DELIVERED for on behalf of the City & Industrial Development Corporation of Maharashtra Ltd., by the hand of
Shri N. N. Edute

[Signature]
Estate Officer
CIDCO LTD, Belapur
New Bombay - 400 611

in the presence of

- 1) Shri B. D. Kankad *[Signature]*
- 2) Shri B. N. Patil *[Signature]*

SIGNED AND DELIVERED by the withnamed Licensee in the Presence of

[Signature]
Anjumani - I - Islam Trust

- 1) Shri B. D. Kankad *[Signature]*
- 2) Shri B. N. Patil *[Signature]*

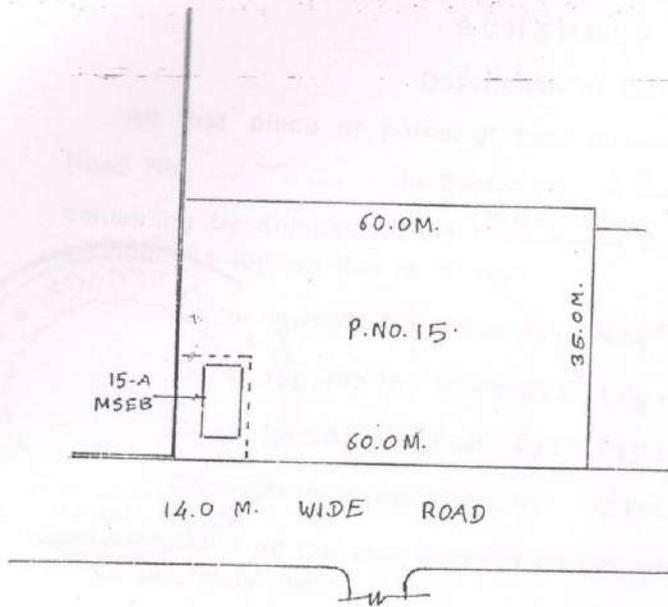


[Signature]
SHRI BAL KAWARE
Special Executive Officer No. 2551
185, Kaveri Villa, Sector 19C



SKETCH OF PLOT NO. 15 SECTOR NO. 12-A A ; VASHI NEW BOMBAY.
PLAN PREPARED AS PER MARKETING OFFICER'S NOTE NO. CIDCO/M-1/550/1906
DATED : 7-6-88

AREA :- P.No.15-1956.50M²
P.No.15-A-143.50M²



M.C.
Estate Officer
CIDCO LTD. Belapur
New Bombay-400 614

[Handwritten signature]

PLOT DEMARCATED ON 27-6-88 AS PER DIMENSIONS GIVEN DRAWING NO.
DATED MAY 1988 OF PLANNING SECTION.
COPY TO C.P.(N) FOR CONFIRMATION AND APPROVAL.
COPY TO E.E. (VASHI) FOR SUPPLYING OF PLCT & ROAD LEVELS ETC. TO C.P.(N)
COPY TO MARKETING MANAGER FOR FURTHER ACTION.



[Handwritten signature]
PLAN PREPARED BY (H.C. MADHAVI) SCALE 1:1000
SURVEYOR.

PLAN CONFIRMED BY SR. PLANNER (CN)
UNDER HIS NOTE
No. CIDCO/SPCN/425
DATED 6-7-88

[Handwritten signature]
A. S. O. (II)
CIDCO, New Bombay.

2213
8/8/88

SCHEDULE

Description of Land

All that piece or parcel of land known as Plot No. 15 on
 Road No. — in Sector No. 10 A of Vashi
 containing by admeasurement 1956.50 Sq. Mtrs. or thereabouts and
 bounded as follows that is to say:

On or towards the North by: Open Space.

On or towards the South by: 14.0 Mtrs Wide Road

On or towards the East by: Open Space.

On or towards the West by: Open Space.

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



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