To be franked with Rs 200 Non Judicial stamp



This Lease Deed is made at Mumbai on the date as mentioned in the Schedule 'A' hereunder written between the **Lessor** as defined in the Schedule 'A' hereunder written of the One Part and The Tata Power Company Limited, a company incorporated under the provisions of the Indian Companies Act (VII of 1913) having its registered office at Bombay House, 24 Homi Mody Street, Fort, Mumbai 400 001, hereinafter referred to as the "**Lessee**" (which expression shall, unless it be repugnant to the meaning or context thereof, be deemed to mean and include its successors and assigns) of the Other Part.

WHEREAS

- 1. The Lessor is absolutely seized and possessed of and / or otherwise well and sufficiently entitled to the Larger Premises as are described in the Schedule 'A' written hereunder. The Lessor to prove his ownership / authority has submitted Copy of Documents as marked in Schedule 'A'.
- 2. The Lessor has approached the Lessee with a request that the electricity to the buildings/premises constructed/ to be constructed on the Larger Premises be supplied by the Lessee and has agreed to, pursuant to various discussions/negotiations, to give the Demised Premises as described in the Schedule 'A' hereunder on Lease as per the terms and conditions as are more particularly appearing hereunder.

NOW THIS DEED WITNESSETHAND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

In pursuance of the aforesaid the Lessor doth hereby demise unto the Lessee the Demised Premises as described in Schedule 'A' to hold the Demised Premises unto the Lessee (its successor and assigns) on the terms and conditions as are appearing hereinafter:

1. Use of Demised Premises:

The Lessee shall use the Demised Premises for the following purposes:

- . to carry out such activities as are necessary to construct an electric sub-station.
- ii. to further provide adequate space for meter room and feeder pillars, if required.
- iii. to supply electricity to the Larger Premises and to other nearby premises as deemed necessary by the Lessee after meeting the required demand for the Larger Premises.
- iv. to carry out such other connected work for the sub-station as may be required from time to time including necessary maintenance activities and such other activities as are necessary for upkeep and safety of the sub-station.

2. Rent:

Lessee agrees to pay the Rent as described in Schedule 'A' written hereunder with effect from the date hereof during the entire tenure of this Deed.

3. Period of Lease

This Lease shall continue to remain in force during the period of 99 (Ninety Nine) years commencing from the date hereof and the same may be terminated as agreed herein subject to an initial Lock-in period of 10 (Ten) years. Immediately upon the expiry, this Lease Deed shall automatically be deemed to be renewed on the same terms and conditions as are contained herein if the power supply to the said buildings/premises/part thereof in the Larger Premises continues to be routed through the electric sub station.

4 Permission/Approvals

- i) The Lessor shall obtain and forward a copy of all requisite permissions/approvals from concerned statutory authorities if required, for letting the Demised Premises to the Lessee for the purpose of installing an electric sub station.
- ii) The Lessor hereby grants the Lessee way leave permission for laying of cables to and from the Demised Premise as may be required by the Lessee which may by way of example include, but not limited to, to excavate and lay underground pipes, wires and cables in the Larger Premises and further to lay additional pipes, wires and cables in the Larger Premises for the supply of electricity to the Larger Premises and other areas outside the Larger Premises. The Lessee undertakes at its own cost, to remove the debris and restore to normalcy the Larger Premises after the work of excavation of the land for the purpose of laying cables, etc. is completed.
- iii) The Lessor hereby also permits the Lessee, its employees, agents etc free egress and ingress to the Larger Premises during 24 hours of day with or without cart, wagon, lorries and motor cars or other vehicles laden or unladen as may be required.
- iv) The Lessor further permits the Lessee to put any signage, antennas or any other equipment on the Demised Premises as may be required by the Lessee.

5. Taxes & Duties :

The Lessee shall during the currency of this Agreement, bear the property tax and any other municipal tax, in respect of the structures put up on the said Demised Premises by the Lessee subject to there being separate demand note / property tax bill from the relevant authorities.

6. Termination

In case the Lessee commits a breach of any of the terms or conditions of this Agreement or breach of any law and fails to cure the said breach within 60 days after being duly notified by the Lessor, the Lessor shall have the liberty to terminate or revoke the Lease hereof granted by giving 6 calendar months' notice. It has further been agreed by the parties hereto that in any event this agreement cannot be terminated during the initial period of ten years from the date of execution hereof. Upon termination (after the lock-in period) of this agreement, the Lessor shall give sufficient time to the Lessee to relocate its cables, etc. Till the removal of such cables the Lessee continues to pay the rent as provided herein.

7. Relocation

During the tenure of this Agreement, in the event that the Lessor wishes to relocate the sub-station to an alternate location within the Larger Premises, the Lessor shall give the Lessee a written notice for such relocation. The Lessee shall, upon receipt of such written notice from the Lessor, within 180 days from the date of such notice relocate the substation subject to the Lessor agreeing to bear the entire cost of relocation of the substation in advance. The shifting shall be within the Larger Premises and the Lessee shall be provided a suitable alternate location equivalent to the size and shape of the original Demised Premises or a mutually agreeable size and shape.

Customer Authorized Signatory (ies)

First Signatory Second Signatory
The Tata Power Company Limited by its Authorized Signatory (ies)





| Schedule 'A' as referred to hereinabove | | | | | |
|---|-------------------------|--|--|-------------------------------|--|
| Sr. No. | Item | | Description | | |
| 1 | Date / Month / Year | | | | |
| 2 | Lessor | | | | |
| | | | nant to the meaning or context thereof, their/its/ | | |
| 3 | Larger Premises | All that premises admeasuring | sq. mtr. situate at | | |
| | | Plot bearing Survey / CS / CTS Nos | of | Division Mumboi 400 | |
| | | | ct of Mumbai and bounded by as follows. | Division, Munical – 400, | |
| | | By North: | et of Mulliour and bounded by as follows. | | |
| | | By South: | | | |
| | | By East: | | | |
| | | By West: | | | |
| 4 | Demised Premises | All that premises admeasuring about_ Larger Premises as defined hereinabove | sq.mtrs. having dimensions ase. | and forming part of the | |
| 5 | Rent | Rs. 1/- (Rupees One Only) per annum | | | |
| 6 | Copy of Documents | □ Property Card and / or 7-12 Extract of the said property □ Approved Building Layout Plan □ CTS Plan/ Location Plan showing North, South, East, West of Larger Premises. □ Property Sale Deed/ Lease Deed / Developer Agreement etc. showing devolution of title/authority of the Lessor to Execute this document. (Applicable in case of Developers) □ Power Of Authority / Resolution of the Licensor in favor of the signatory | | | |
| IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day and year hereinabove mentioned; | | | | | |
| SIGNED SEALED AND DELIVERED by the within named | | | | | |
| <u>Lessor</u> by its Authorized Signa | | by its Authorized Signatory (ies) | Lessee (Tata Power) The Tata Power Company Limited by its Authorized Signatory (ies) | | |
| _ Na | First Signatory | Second Signatory | First Signatory Name : | Second Signatory | |
| Designation : Designation : | | | | | |
| Witness Name Signature | | Witness Name | Signature | | |
| 1. | 1. <u> </u> | | | | |
| 2 | | | 2 | | |
| Payment Receipt | | | | | |
| The Lessor doth hereby acknowledge the receipt of a sum of rupees 99/- Rs. (ninety nine rupees) as and by way of rent for the entire term of the lease i.e. Ninety Nine years & the Lessor doth hereby acquit the lessee of and from every part thereof. | | | | | |
| We | e say received (Lessor) | | Date : | | |
| Possession Receipt In pursance of the above lease deed the Lessor doth hereby handover vacant and peaceful possession of the Demised Premises as per the Schedule 'A' above to the Lessee and the Lessee doth hereby confirm taking over the vacant and peaceful possession of the same from the Lessor. | | | | | |
| Har | nded over by | (The Lessor) | Taken over by The Tata Po | wer Company Ltd. (The Lessee) | |
| | | | | | |

