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LEASE DEED

BY AND BETWEEN

GUJARAT STATE ROAD TRANSPORT CORPORATION

AND

(LESSEE)

AND

NILA TERMINALS (AMRELI) PRIVATE LIMITED

(CONCESSIONAIRE)

IN RESPECT OF

**SHOP/OFFICE (S) NO. (AS PER PLAN APPROVED BY AMRELI
NAGARPALIKA)**

LESSOR

LESSEE

CONCESSIONAIRE

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LEASEDEED

THIS LEASE DEED (hereinafter referred to as the “**Lease Deed**”) is made on this the _____ day of _____, 20_____, at Amreli.

BY & BETWEEN

Gujarat State Road Transport Corporation (GSRTC) (PAN: AAACG5587H), a statutory body constituted in 1960, under the Road Transport corporation Act, having its office at; Administrative Building Ranip, Central Workshop Naroda, Krishna Nagar, Ahmedabad, (hereinafter referred to as the “**GSRTC**” or the “**Lessor**”) which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) and represented herein by _____, authorized vide GSRTC authority letter No. _____ of the **FIRST PART**;

AND

MR. _____ (PAN No. _____.) Age – _____ years, **Resident** _____. (here in after referred to as the “**the Lessee**” which expression shall, unless it be repugnant to the context or meaning thereof, include his heirs, executors, successors) represented by **MR.** _____ of the **SECOND PART**;

(Note: the aforesaid title shall change based on the entity of the Lesseei.e. Company / Partnership Firm/LLP/HUF/Trust etc.)

WITH

NILA TERMINALS (AMRELI) PRIVATE LIMITED - a Company incorporated under the provisions of Companies Act, 1956, (PAN NO. AAFCN5869E) having its registered office at; First Floor, Sambhav House, Opp. Chief Justice’s Bungalow, Bodakdev, Ahmedabad – 380015 (hereinafter referred to as the “**Concessionaire**” or the “**the CONFIRMING PARTY**” which expression shall, unless it be repugnant to the context or meaning thereof, include its successors and permitted assigns) represented herein through _____, the Authorized Signatory, as authorized vide Board Resolution Dt. _____ of the **CONCESSIONAIRE**;

For the sake of convenience, the Parties of the First, Second and the **CONCESSIONAIRE** shall be hereinafter collectively referred to as the **Parties** and individually as a **Party**.

WHEREAS:

LESSOR

LESSEE

CONCESSIONAIRE

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- A. The Government of Gujarat (“**GOG**”) acting through GSRTC has decided to implement the **Project** through private sector participant on the commercial build, operate and transfer basis. The Project comprises, subject to the terms and conditions of the Concession Agreement, the development, design, financing, construction, operation and maintenance of the Project Facilities by the private sector participant during the **Concession Period** (31.5 years) including the right to develop, design, finance, construct and maintain the Commercial Facility (as defined hereinafter) and to undertake the marketing, booking and allotment of built up area therein to demand, charge, collect, retain and appropriate the User charges and the Premia.
- B. The GSRTC is the owner of land Bearing R.S. Nos. NO. 1130 PA~~I~~KEY C.S NO. 375 admeasuring 17029 Sq. Mtrs of Mauje Amreli, Dist. Amreli, in the Registration District of Amreli. hereinafter referred to as the “Project Land”, as more particularly described in **SCHEDULE-I** hereto.
- C. GSRTC undertook a transparent competitive bidding process and issued a Request for Proposal dt **12 May 2016** inviting bids for the Project and selected **NILA INFRASTRUCTURES LTD.** as the preferred bidder and the said preferred bidder has subsequently incorporated the Concessionaire as SPV as per terms of CA to implement the aforesaid Project.
- D. By virtue of a Concession Agreement dt 01/01/2018 entered into between the Lessor and the CONCESSIONAIRE as the Concessionaire therein (the “**Concession Agreement**”), the Lessor herein granted the development rights unto the Concessionaire in respect of the development of the said Project over the said Land in accordance with the terms and conditions and the manner set out in the Concession Agreement.
- E. GSRTC conferred upon the Concessionaire the rights to develop the Project on a commercial Build Operate and Transfer basis (“**BOT**”) *inter alia* the rights to build, develop, construct, finance, design, operate and maintain the (i) Bus Terminal Facilities (the “**BTF**”) and (ii) the Commercial Facility to be developed on the said Land in accordance with the terms and conditions and the manner and for the consideration set out in the said Concession Agreement..
- I** The company has earmarked the said land for the purpose of development of bus terminal facilities as well as commercial facilities comprising of shops and offices on the said land in the name of **Amreli City Center** and all lessee can not change or cause to change the name of project **Amreli City Center** under any circumstances.
- F.
- G. The Lessee herein being in need of commercial space for its business had approached the Concessionaire with a view to take on lease a Shop/Office(s) in the CF of the said Project and by virtue of an Allotment Letter/Agreement to

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Lease Dated. _____, entered into between the Concessionaire and the Lessee herein, the Concessionaire has agreed to allot the **Shop/Office (s) no. _____ (Shop/Office No. _____ as per plan approved by Nagar Palika) admeasuring _____sq.mtrs. RERA carpet area and _____sq.mtrs built up area as per approve plan** located on the _____ .of the said CF within the said Project (hereinafter referred to as the **“Leased Premises”** and as more particular. described in the **Schedule - II** hereunder written and as

- H. delineated in the CF Building plan annexed hereto in ***Annexure-[1]*** in accordance with the terms and conditions as well as the manner and for the consideration set out therein (hereinafter referred to as the **Agreement to Lease** Annexed as Annexure ***[2]*** herein
- I. The Concessionaire has been conferred **33953.54 sq.mtrs** with the Floor Space Index (“FSI”) as provided in the Concession Agreement and the **25029.54 sq.mtr** has been duly approved by the **Amreli Nagarpalika** (“Approved Plans”) and has accordingly issued its **Rajachitthi bearing no 1 dated 05/04/2019** issued by **Amreli Nagarpalika** (Wide Resolution No- **3/8 Dated 22/01/2019**) (subject to further revised Rajachitthi already applied for) (hereinafter referred to as the “Commencement Certificate”, a copy whereof is annexed hereto as Annexure-[3] hereto) for construction of said Project.
- J. The company has got the project Registered under the provisions of Real Estate (Regulation and Development) Act 2016,herein after referred to as “the Act ”with the Real Estate Regulatory Authority at Gandhinagar under the Registration No. _____
- K. In pursuance to the issuance of the Commencement Certificate, the Concessionaire has, vide its entitlement to develop under the Concession Agreement, has undertaken the development of the said Project as per the Approved Plans and upon duly completing the construction and development thereof the said Project, the **Amreli Nagarpalika** has issued the part/final Occupation Certificate “Building Use” (“BU”) permission dt. ----- bearing reference _____ (a copy whereof is annexed hereto as ***Annexure-[4]***) hereto.
- a. The Lessee is aware that during the Concession Period, the Concessionaire Itself or through its designated Firm/agency shall be entitled to undertake the operation and maintenance of the CF including Soft Services and Engineering services (as applicable) and all other services with respect to the CF Common Areas. For such purpose, the Concessionaire shall be entitled to enter into maintenance agreements with the lessees (hereinafter referred to as the **“Maintenance Agreement”**) in CF on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance.

Such maintenance charges shall be payable by the Lessees directly to the Concessionaire and utilized for the maintenance services in accordance with the provisions of the Maintenance Agreement. The Lessee further agrees that the Concessionaire shall handle and redress the complaints and grievances of the Lessees in respect of the maintenance of the CF. The Proposed Lessee(s) also undertakes that they shall without fail obey the rules and regulations mentioned in the separate "Maintenance Agreement" to be executed at the time of "Lease Deed". All terms and conditions mentioned in the Maintenance Agreement will be binding to the Proposed Lessee.

- L. The Lessee is aware that the Concessionaire shall, post Concession period, ensure that prior to/by the Transfer Date, the Lessees form the Management Body and render necessary facilitation to the Lessees in this behalf, including the formalities of the Management Body under the applicable laws and ensuring that the applicants/allottees sign membership forms and the Lessee has agreed to become a member thereof and to sign and execute the application and other papers and documents necessary for becoming the member of the Management Body. The Lessee undertakes and represents that the Management Body thus formed shall operate and maintain the CF within the said Project in the same manner that the Concessionaire operates and maintains it during the Concession Period.
- M. The Concessionaire has represented, assured and warranted that the Concessionaire has complied with all its obligations as set out in the Concession Agreement and has absolutely acted within the rights and powers conferred on the Concessionaire in the Concession Agreement and has, independently from the Lessor herein, introduced and explained the said Project, including the said CF to the Lessee and, pursuant to its negotiations and discussions with the Lessee herein in that regard, the Lessee has, been issued Allotment Letter/ entered into Agreement to Lease (as applicable), independently with the Concessionaire and had agreed to take the Leased Premises on lease and enter into this Lease Deed herein and that the Concessionaire indemnifies and shall keep indemnified the Lessor for any loss, damage, action, claim, suit, proceedings, cost, charges and expenses that may arise on account of any default, breach, delay or violation of Applicable Laws and any of the conditions and obligations on part of the Concessionaire as set out in the said Concession Agreement, this Lease Deed, the said Agreement to Lease that have been entered into or agreed upon in relation to the Leased Premises as well as in relation to the use of the CF Common Areas including the Parking Areas in the CF of the said Project Facility.
- N. The Lessee has represented that he/she/it has satisfied himself/herself/itself adequately in respect of the concept, designing, application and implementation of CF *inter alia* the Leased Premises, CF including the CF Common Areas, the Approvals (as defined hereinafter) so far granted by the Competent Authorities, the documents referred to herein in the recitals. The Lessee has also

conducted Project Facility & CF site visit and acquainted himself/herself/itself with the site & state of the said CF and Project Facility and the lay out of the Leased Premises as well as the CF including the CF Common Areas and has also adequately satisfied himself/herself/itself *inter alia* in respect of the Premium, Rent and all types of other costs/levies/charges/dues/taxes etc. and/or such other details and information and documents in relation to the Leased Premises in the said CF on or before the execution of this Lease Deed and only pursuant to an independent verification and due diligence, the Lessee has taken the decision to take the Leased Premises on leasehold basis and has entered into this Lease Deed.

- O. The Parties understand that the development of the said Project is subject to the regulations and the terms and conditions as set out in the Concession Agreement and other approvals, permissions, certificates, plans, designs and specifications, approved and sanctioned by any Competent Authority (**“Approvals”**). For the purposes of this Lease Deed, **Competent Authority** shall mean any Government Authority, Central or State, statutory body, local authority, Urban Development Authority, Planning Authority or any authority designated under any enactment or rules made there under for approving and regulating the development and construction of the said Project.
- P. Based on the above, the Parties are now desirous of executing this Lease Deed to record the terms and condition and the consideration as well as the manner in which the Lessor herein has agreed to give the Leased Premises unto the Lessee on Leasehold basis in the manner set out herein under and the Concessionaire has executed this lease deed as the Conforming Party with a view to confirm all the terms, conditions and manner in which the leasehold rights in the Leased Premises has been granted in favor of the Lessee herein.

**NOW THIS LEASE DEED WITNESSETH AND IT IS HEREBY AGREED
BY AND BETWEEN THE PARTIES HERETO AS UNDER:-**

1. INTERPRETATION & DEFINITIONS

1.1 INTERPRETATION

In this Lease Deed, unless the context otherwise requires:

- i. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Lease Deed, from time to time be amended, supplemented or re-enacted;
- ii. Words importing singular shall include plural and vice versa, and words importing the masculine shall include the feminine gender;
- iii. The captions and headings are for the purpose of convenience and reference only and shall not be deemed to supersede or modify the substance in the text written there- under and shall not be used in and shall not affect the construction and interpretation of this Lease Deed;
- iv. Terms and words beginning with capital letters and defined in this Lease Deed shall have the meaning ascribed thereto herein, and terms and words defined in Annexure/ Schedule and used therein shall have the meaning ascribed thereto in Annexure/ Schedule;
- v. Words “include” and “including” are to be construed without limitation;
- vi. Any reference to “day” shall mean a reference to a calendar day; any reference to “month” shall mean a reference to calendar month;
- vii. Annexure, Plans and Schedules to this Lease Deed form an integral part of this Lease Deed and will be in full force and effect as though they were expressly set out in the body of this Lease Deed;
- viii. Reference to this Lease Deed or any other agreement, deed, instrument or document of any description shall be construed as reference to such agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, novated or suspended;

- ix. Reference to Recitals, Clauses, Sub-Clauses, Schedules, Annexure in this Lease Deed shall, except where the context otherwise requires, be deemed to be references to Recitals, Clauses, Sub-Clauses, Schedules, Annexure of or to this Lease Deed;
- x. Any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Lease Deed is not a business day, then the period shall run until the end of the next business day;
- xi. Wherever in this Lease Deed provision is made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report or determination by any Party and/or expert unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, proposal, communication, information or report of determination shall be in writing under the hand of the duly authorized representative of such Party and/or expert in this behalf.
- xii. Unless otherwise provided, any interest to be calculated and payable under this Lease Deed shall accrue on annual basis and from the respective due dates as provided for in this Lease Deed;
- xiii. Any word or expression used in this Lease Deed shall unless defined or construed in this Lease Deed, bear its ordinary English meaning;
- xiv. Any term/phrase/definition used in this Lease Deed and relating to the provisions set out in the Concession Agreement shall be construed to have the meaning provided in the Concession Agreement
- xv. *Precedence, Errors/Discrepancies*
This Lease Deed and all other documents forming part of this Lease Deed are to be taken as mutually explanatory and unless otherwise expressly provided elsewhere in this Lease Deed, in the event of any conflict or inconsistency between them, the terms and conditions set out in this Lease Deed shall prevail in relation to the lease of the Leased Premises in favor of the Lessee herein.

1.2 **DEFINITIONS**

- i. **“Applicable Laws”** means any statute, ordinance, notification, rule, regulation, Judgement, order, decree, bye- law, approval, permits, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or having the force of law in the Republic of India and the State of Gujarat, by any Competent Authority or instrumentality thereof, whether in effect as of the date of this Agreement or thereafter.
- ii **“CF” or “Commercial Facility”** means the commercial facility, comprising built up area (shops, offices etc.) and the CF Common Areas (as defined hereinafter) along with the support infrastructure, facilities and amenities that shall be developed, designed, financed, constructed, completed, commissioned and operated and maintained by the Concessionaire at the Site (above the Bus Terminal Facility and as a separate building/structure constructed on a stand alone basis) and marketed, allotted and leased (under and pursuant to Lease Deeds) in accordance with the provisions hereof.
- iii **“CF Common Areas”** shall comprise of the passage, wash/toilets areas, stairs, atrium, Utility/STP areas and Infrastructure facilities and amenities such as escalators, lifts, landscaping, basement, compound walls, façade, the green areas, internalroads, landscape structures etc. within the CF and in relation thereof;
- iv **“Concession Period”** means the period commencement date and extending for a period of 31 years and 6 months from such date or the earlier termination or any extension of the Concession Agreement in terms thereof. For the avoidance of doubt, the Concession Period shall include the Construction Period.
- v **“GoG”** means the Government of the State of Gujarat, its respective departments or any other authorities, agencies and instrumentalities functioning under the direction or control of the Government of Gujarat and its administrators, successors and assigns;
- vii **“Management Body”** shall mean and include any legal entity including an association of persons, society, company comprising of the lessees of the premises leased in the CF incorporated prior to/ by the Transfer Date for the purpose of operation, management, maintenance and upkeep of the CF Common Areas for a period commencing from the Transfer Date till the subsistence of this Lease Deed;
- viii **“Premia” or “Premium”** means the amounts of money that the Concessionaire, subject to the provisions set out in the Concession Agreement, demanded, charged, collected, retained and appropriated from the applicants (persons making bookings)/allottees/lessees /other persons in respect of the built up areas in the CF at the market driven rates determined by the Concessionaire;
- ix **“Project” or “Project Facilities”** shall mean, subject to the provisions set out in the Concession Agreement, the (i) development,

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financing, design, construction, operation and maintenance of the Project Facilities (other than operation and maintenance of the GSRTC Facilities) on the said Land and all activities incidental thereto such as engineering, testing commissioning and insurance; (ii) demanding, charging, collecting, retaining and appropriating of User Charges by the Concessionaire in respect of the Bus Terminal Facility (iii) transfer of the Bus Terminal Facility to the GSRTC on the Transfer Date; (iv) the marketing, booking and allotment of the built up areas comprising the Commercial Facility by the Concessionaire and demanding, charging, collecting, retaining and appropriating the Premia for such areas from the applicants (persons making bookings)/ allottees/ lessees/other persons, the leasing of such areas and maintenance thereof in accordance with the provisions hereof; and (v) the payment of concession fees by the Concessionaire to the GSRTC in lieu of the grant of the Concession;

- xi** “**Soft Services and engineering Services**” means the CF Utilities BMS Control Room, CF common area CCTV Surveillance, CF Engg Services, including Common DG, Common Central Air-conditioning Chillers and its supply network, Common HT/LT Transformer and Panels, common plumbing/drainage and water supply network monitoring and maintenance, CF Common area Engg services, monitoring and maintenance administration set-up, CF Common area management accounting and auditing, CF common area related legal and statutory compliances etc.
- xi** “**Transfer Date**” means the day immediately following the last day of the Concession Period, including any extensions thereto or earlier termination thereof, in accordance with the terms set out in the Concession Agreement;

Any term used in this Lease Deed that may/shall have not been specifically/expressly defined herein (including the terms defined in clause 1.2 and at other places in this Lease Deed), then the meaning thereof shall be construed to have been defined in the Concession Agreement.

2. GRANT OF LEASE

- 2.1 In consideration of the Premium of Rs. _____.. **(In words Only)** paid by the Lessee to the Concessionaire in the manner set out in the receipt annexed hereto in *Annexure-[5]* and the payment of the Rent (as defined hereinafter) hereby reserved to be made by the Lessee to the Lessor as set out hereinafter and subject to the terms, covenants and agreements on the part of the Lessee as contained herein, the Lessor hereby grants the lease unto the Lessee herein of the Leased Premises comprising of the Leased Premises being **Shop/Office (s) no. _____..** **(Shop/Office No. _____..as per plan approved by AMRELI**

LESSOR

LESSEE

CONCESSIONAIRE

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NAGARPALIKA drawing) admeasuring _____sq.mtrs. RERA carpet area and _____sq.mtrs built up area as per approved plan located on the _____, of the Commercial Facility (as more particularly described in the Schedule -II hereunder written and as delineated in the CF plan annexed hereto in Annexure-[I]) developed on the said Land in the said Project together with easements, privileges, rights, advantages and appurtenances as described and delineated CF Plan annexed herein Annexure-[NA] and whatsoever thereto EXCEPT AND RESERVING up to+ the Lessor all the mines and minerals in an under the Said Land or any part thereto TOGETHER WITH full and free right and liberty for the Lessee, its successors in title and assigns, employees, agents and servants authorized by the Lessee for the term of the Lease as agreed herein at his/her/its will and pleasure for all permitted purposes under law free ingress to and egress from the Leased Premises and TO HAVE AND TO HOLD all and singular the Leased Premises hereby leased UNTO AND TO THE USE and benefit of the Lessee, its successors in title and assigns however SUBJECT TO the terms herein contained.

2.2 The vacant and peaceful possession of the Leased Premises has been handed over to the Lessee simultaneous to the execution hereof and subject to the Lessee complying with all his obligations under this Lease Deed the Lessee shall hereinafter be fully entitled to quietly and peacefully possess, occupy and utilize the Leased Premises for its commercial permissible use without any hindrance, interruption, eviction or claim of whatsoever nature from the Lessor and/or the Concessionaire or any person or persons claiming through, under or in trust for the Lessor and/or the Concessionaire.

2.3 The Lessee represents, undertakes and warrants that he/she/it expressly understands and agrees that: -

- i. Vide this Lease Deed or any other document, deed or writing that may have been executed in favor of the Lessee herein in respect of the Leased Premises, the Lessor has granted in favor of the Lessee the leasehold rights in the Leased Premises strictly in the manner and subject to the terms set out herein and that this Lease Deed shall not be in any manner construed to have conferred, granted, transferred, assigned or conveyed any right title or interest in the said Land or any part thereof in favor of the Lessee;
- ii. Upon expiry of the Lease Period as set out herein, the lease hold rights in the Leased Premises shall expire and the entitlement, right and interest in Leased Premises shall revert in favor of GSRTC without any third party interest in any manner whatsoever together with the physical possession thereof and the Lessor thereafter shall be entitled to deal with the Leased Premises and

said Land in the manner it may deem fit without any restriction with any other person;

- iii. The ownership of the said Land at all times hereinafter shall remain with the GSRTC while the Lessee shall only be entitled to the lease hold rights in the Leased Premises for the Lease Period as set out herein and nothing in this Lease Deed shall directly or indirectly create any ownership rights of the Lessee of whatsoever nature in the said Land and / or the Leased Premises save and except for the leasehold rights detailed above;
- iv. The Lessee shall not put forth any independent or exclusive claim, right or title over the said Land or any part thereon on which the said CF is constructed including the CF Common Areas and it is hereby specifically agreed and declared that the said Land shall be held and owned at all times by the GSRTC and CF Common Areas shall be enjoyed jointly by all the lessees of the various Shop/Offices/ premises in the CF;
- v. It is hereby clarified and agreed to by and between the Parties that the terrace and terrace rights, rights of further construction on, in and around the said Project Facility and the said CF shall belong only to the Lessor and or any person nominated by the Lessor and the Lessee and / or the Concessionaire shall not have any right, title or claim thereon and such terrace(s) shall not be used for purpose(s) of any commercial benefits to the Lessee and the Concessionaire also agrees, undertakes and represents that it shall also not be entitled to such benefits thereof. The Lessor shall have absolute rights to deal with the same in any manner he deems fit without requiring any approval from the Lessee in any manner whatsoever and the Lessee shall not be entitled to raise any objection against the Lessor and/or its nominee in respect thereof. For sake of clarity, the lessor will permit the Concessionaire / Management body only for the requirement to use the areas in terrace of C.F. for common services for the purpose of mounting of utility services, telecom antenna, V-Set antenna.
- vi. The Concessionaire has been conferred upon with the development rights in the said Land as set out in the Concession Agreement however it is very clear that the Concessionaire does not possess any right title or interest in the said Land except for the limited rights as the Concessionaire during the Concession Period and in the manner set out in the Concession Agreement.

3. **LEASE TERM**

- i. The Lessor hereby grants on lease the Leased Premises being **Shop/Office (s) no _____ (Shop/Office . _____ as per plan approved by Nagarpalika drawing) admeasuring _____ sq.mtrs. RERA carpet area and sq.mtrs built up area as per approve dplan located on the Floor of the said CF known as Amreli City Center”** (as more particularly described in the **Schedule - II** hereunder written and as delineated in the CF plan annexed hereto in **Annexure- II**) for a period of 90 (Ninety) years commencing from **Date; _____** i.e. the date of completion of the construction of the said BTF in accordance with the Approved Plans (“**Commencement Date**”) and expiring by efflux of time on **Date; _____** both days inclusive (hereinafter called the “**Lease Period**”) unless terminated earlier as per the terms of this Lease Deed, subject to and upon the terms and conditions herein contained.
- ii. Upon expiry of the Lease Period, this Lease Deed shall come to an end and the Lessee and/or the sub lessee and/or the subsequent transferee/assignee shall without any demur or delay remove all the goods and other belongings and hand over the vacant and peaceful possession of the Leased Premises in a good and tenable condition simultaneously upon expiry of the Lease Period absolutely free from any third party charge, lien, encumbrance, dispute, claim, objection, litigation at the cost of the Lessee and/or the sub lessee and/or the subsequent transferee/assignee whosoever may be in the occupation or entitlement of the Leased Premises unto the Lessor or its nominee.

4. **PREMIUM**

- i. In pursuance of the above and in consideration of the demise of the Leased Premises, the Lessee has paid unto the Concessionaire an amount of **Rs. _____ . (In words _____ .Only)** as Premium in respect of the Leased Premises as set out in **Annexure-[5]**; and
- ii. The Lessee hereby admits that the said Premium amount or any part of the same shall be non-refundable to the Lessee and that the Lessee shall not be entitled to ever claim any refund/interest of such Premium amount or any part thereof at the time upon expiry or earlier termination of this Lease Deed from the Lessor and/ or the Concessionaire.

5. **RENT**

- i. Over and above the Premium of **Rs. _____/- (In _____Only)** paid by the Lessee to the Concessionaire being the CONCESSIONAIRE herein (the receipt whereof the Concessionaire doth hereby admit and acknowledge) as herein above mentioned and as agreed in the Agreement to Lease, the Lessee shall pay to the Lessor an advance annual lease rental of Re. 1/- per square meter for the built up Area of the Leased Premises admeasuring **_____ square feet (_____ Sq. Mtrs.)** square meters leased to the Lessee for the first 3 (Three) years of the Lease Period and thereafter the same will be enhanced by 200% for every subsequent block of 10 years or part thereof. The lease rental for each block of 10 years or part thereof shall be payable in advance by the Lessee to the Lessor in one lump sum payment on or before the due date thereof. The GSRTC will issue Receipt for the same.
- ii. In the event of the Lessee defaulting in payment of the Rent within seven days of the due date, the amounts thus due for payment shall attract interest calculated @ State Bank of India Benchmark Prime Lending Rate (“SBI PLR”) plus 2% additional charges per annum from original due date of the payment till the date of actual payment. However in the event of the delay in such payment of the Rent by the Lessee to the Lessor during the 30 (thirty) days notice of termination issued by the Lessor, the Lessor shall be entitled to terminate this Lease Deed in accordance with clause-14 below.

6. **MAINTENANCE OF CF&MANAGEMENT BODY**

- i. The Lessee agrees & accepts that, as provided in the said Concession Agreement under Clause 8.6, the CONCESSIONAIRE, for the Concession period, shall be responsible to undertake & manage the operation and maintenance activities of CF including the CF Common Areas by itself or through appointment of sub-contractors/ management agencies (in terms of management/ sub- contracts) in accordance with good industry practice and to handle and redress the complains and grievances of the Lessees in respect of the maintenance of the CF. It is further agreed that GSRTC shall not be responsible or accountable for any issues or consequences arising there from in any manner whatsoever.

- ii. The Concessionaire shall be entitled to enter into Maintenance Agreement with the Lessees in CF on mutually agreed terms, including the payments of maintenance charges/fees by such Lessees directly to the Concessionaire for undertaking such maintenance and terms and conditions of such Maintenance Agreement shall in no manner be inconsistent with or violate any terms or conditions or provisions of the Concession Agreement and this Lease Deed.
- iii. The Lessee is aware that the Concessionaire shall, post Concession Period, ensure that prior to/by the Transfer Date, the Lessees form the Management Body and render necessary facilitation to the Lessees in this behalf, including the formalities of the Management Body under the applicable laws and ensuring that the applicants/allottees sign membership forms and the Lessee has agreed to become a member thereof and to sign and execute the application and other papers and documents necessary for becoming the member of the Management Body and agrees to comply with and adhere to with all the model bye laws, regulations as may be formulated/framed by the Concessionaire and/or the Management Body from time to time, for the purpose of operation and maintenance of CF Common Areas in the CF. The Lessee undertakes and represents that the Management Body thus formed shall operate and maintain the CF within the said Project in the same manner / Conditions that the Concessionaire operates and maintains it during the Concession Period. Such Management Body, shall be empowered to carry out all works related to operation and maintenance and frame/ amend the Bye Laws, governing rules and regulations as framed by the Concessionaire, or amended from time to time and the Lessee shall at all times during the pendency of this Lease Deed be required to adhere to and comply with such arrangements, governing rules and regulations thereof.
- iv. The Lessee further agrees and acknowledges that the Concessionaire shall following the construction and completion of the CF in full or part and until the end of the Concession Period, undertake the operation, maintenance and management of the parking lots in the CF within the said Project as per the site plan/approved building plans by itself or through parking contractors, and charge, directly collect and retain the parking charges relating thereto at the market driven rates.
- v. Notwithstanding anything provided to the contrary herein, the Lessee herein agrees that any breach by the Lessee of any of the terms and conditions outlined herein in this Clause could cause severe damage to the Concessionaire or the Management Body, as the case may be,

and /or to the other Lessees /Occupiers of the CF and to the said CF triggering material breach of terms of this Lease Deed.

- vi. The Lessee and the Concessionaire herein agree that, as per Clause 8.6, 8.7 and 8.8 of the Concession Agreement, the Lessor herein is fully indemnified against any issue matter arising at any point in time during the Lease Period.
- vii. The Concessionaire and the Management Body upon its formation, under prior intimation to the Lessor, will decide mutually the terms and conditions of handing over the operation and maintenance of CF including the Parking Areas in the CF to the Management Body.
- viii. Subject to the provisions hereof, the maintenance of CF (including operation of Parking Lots therein) shall be carried out under the oversight of the Maintenance Board (formed as per the Concession Agreement) following its establishment pursuant thereto during the Concession Period and thereafter of the GSRTC.
- ix. The electric meter for each of the leased premises in the CF shall be transferred/ obtained in the name of the respective lessees of such leased premises in the said CF, while the common area electric meter/s in respect of the said CF shall be separate under the direct responsibility of the Concessionaire or the Management Body, as the case may be. The Lessee herein shall be bound to make full and timely payments in relation to their respective usage of power in the Leased Premises directly to the service provider as applicable.

7. **STATUTORY PAYMENTS & STAMP DUTY, REGISTRATION FEES & OTHER CHARGES**

7.1 **STATUTORY PAYMENTS**

- i. The Lessee and/or the Sub Lessee and/or the subsequent Transferee, as the case may be who is legally entitled to the occupation and possession of the Leased Premises, shall from time to time or at all times pay and discharge all rates, taxes, Municipal/local Authority Tax, duties, levies, charges and assessments of every description, fines, penalties and outgoings which after execution of this Lease Deed and during its continuance be assessed, charged or imposed in respect of the Leased Premises leased to/occupied by him/or in relation to the business activities carried out there at or on the landlord, tenant or occupier in respect thereof directly to the relevant/competent authority(ies) as applicable *inter alia*

the Nagar Panchayat, District Panchayat, Municipal Corporation, Urban Development Authority.

- ii. The Lessee and the persons claiming through or under him/her/it shall be liable to make timely payment unto the concerned competent authorities in respect of the electricity, water, sewage, power, telephone, sanitation and other applicable utility expenses, charges and rates including the penalties and fines for delay or default in payment applicable from time to time in respect of the Leased Premises and indemnify and keep indemnified the Lessor as well as the Concessionaire or the Management Body, as the case may be, in this behalf.
- iii. The Lessee shall directly and timely make the payment of Municipal/local Authority Tax under various heads, including the Cess and duties therein, in respect of the Leased Premises and the Appurtenant Areas exclusively assigned, used and occupied by the Lessees in the CF as more particularly described in the *Annexure [1]* attached hereto;

7.2 **STAMP DUTY, REGISTRATION FEES & OTHER CHARGES**

- i. This Lease Deed is required to be compulsorily registered under the provisions of the Registration Act, 1908 with the office of the relevant sub registrar of assurances. It has been agreed that the Lessee shall be liable to solely bear the applicable stamp duty and registration fees along with the incidental expenses thereto and any stamp duty;
- ii. The Lessee shall be required to pay an amount equivalent to Rs. _____/- (Rupees _____) as onetime administrative charges to the Lessor and an amount of Rs. _____/- (Rupees _____) as the Legal and documentation Charges, to the Concessionaire on or before the execution of this Lease Deed together with the applicable service charge, if any;
- iii. GSRTC in no manner shall at any time hereinafter be responsible for any liability of the stamp duty or registration charges or penalty thereof or any other taxes, charges, costs or payments that may be required to be paid pertaining to the rights conferred on the Concessionaire under the Concession Agreement or otherwise and/or allotment of the Leased Premises by the Concessionaire unto the Lessee against the payment of the Premium made by the Lessee to the Concessionaire as aforesaid.

8. **SUBLET&TRANSFER/ASSIGN**

The Lessee shall be entitled to sublet or transfer/assign the lease hold rights in the Leased Premises in favor of the third party strictly in the manner set out herein under: -

8.1 **SUBLET**

- I. The Lessee shall be entitled to sub-let the Leased Premises leased to him under this Lease Deed to third parties for the commercial purposes on a sublet basis on their mutually agreed terms & conditions however provided that it shall not be in contravention with any terms or condition of this Lease Deed including the restriction to sublet the Leased Premises for the purpose and shall not be for business activity of the Bus Transport Business or any activity competing the business of the Lessor and subject to the same, the Lessee shall also be entitled to grant licenses (including franchising or similar arrangements) in respect of the Leased Premises for commercial purposes as per the Applicable Laws and on their mutually agreed terms and conditions;
- ii. Provided that any such sub-letting or licensing (for franchise etc.) shall not contain any terms or provisions inconsistent with or in derogation of any terms or provisions of the Concession Agreement as well as this Lease Deed and the same shall be limited to and be co-terminus with/not exceed the term of the lease under this Lease Deed and shall automatically and simultaneously expire/terminate with the expiry/ termination of this Lease Deed;
- iii. The Lessee shall also ensure to submit to the Lessor for its information and records the copies of the deeds/ agreements relating to such sub-letting/ licensing within 90 (ninety) days of the execution, modification or amendment thereof.

8.2 **TRANSFER/ASSIGN**

- i. The Lessee shall be entitled to transfer the leasehold rights in the Leased Premises to any person ("Transferee(s)") upon payment of Applicable Fees of **Rs.10000/- (Rupees Ten Thousand Only)** ("Application Fee") and Transfer Fees calculated @ 2% of the Initial Premium escalated @10% per annum, subject to a minimum of **Rs.50,000/- (Rupees Fifty thousand Only)** to the

Lessor ("Transfer Fee"). The stamp duty, registration charges etc. in respect of such transfer shall be paid by the Lessee/ transferee at the rate applicable from time to time to the concerned Competent Authority;

- ii. Whenever the title of the Lessee in the Leased Premises is transferred in any manner whatsoever, the Transferee(s) shall be bound by all the covenants and conditions contained in this Lease Deed including but not limited to the obligation pertaining to payment of Application Fee and the Transfer Fee (as amended from time to time) in respect of further transfers and will be liable and accountable in respect thereof;
- iii. The lease hold rights of the Lessee in the Leased Premises shall be transferred to the subsequent Lessee for the residue period of the Lease Period by virtue of a duly executed and registered Deed of Transfer of Leasehold Rights/Deed of Assignment which shall be a tri party agreement to be entered into between the GSRTC, Lessee herein and subsequent Transferee/Assignee i.e. the subsequent lessee. Such lease hold rights shall be transferred / assigned unto the subsequent transferee/assignee for the residue period of this Lease Deed subject to the compliance of the terms and condition and the manner set out in this Lease Deed and the Concession Agreement and the said agreement to Lease.
- iv. In the event of death of the Lessee, the person on whom the title of the deceased in the Leased Premises devolves shall within 3 months of such devolution give written notice of such devolution to the Lessor and pay the Application Fees if the person on whom the title of the deceased devolves is a family member of the Lessee and in all other cases the aforesaid Transfer Fee shall be payable to GSRTC;
- v. The Transferee or the person on whom the title devolves, as the case may be, shall supply to the GSRTC certified copies of the document(s) *inter alia* the probate, succession certificate, heir ship documents, affidavits, declarations or otherwise as required by the Lessor evidencing the transfer or devolution;
- vi. All arrears of Rent payable to GSRTC hereunder shall be recoverable in the same manner as arrears of land revenue;
- vii. In the event of the Lessee being a Company or a Partnership Firm or a Limited Liability Partnership and in the

event of transfer of share holding or change in constitution of such entity of more than 49% or in the event of change in control of such entity, the same shall be construed as a transfer under this Lease Deed and therefore shall be subject to the payment of applicable Application Fee and Transfer Fee and shall be subject to the provisions of clause 8.2(i) of this Lease Deed.

9. USAGE, ALTERATIONS/MODIFICATIONS & CONSTRUCTION CONDITIONS

9.1 USAGE

- i. The Lessee and the persons claiming through or under him shall use the Leased Premises or any part thereof only for the bonafide commercial and business activities subject to and in accordance with the terms of this Lease Deed and as provided in the Concession Agreement and shall not use or cause to be used or suffer use thereof in full or in part for any illegal, immoral, unauthorized or residential purposes;
- ii. The Parties agree that the Leased Premises has been given on lease to the Lessee herein to utilise the space and carry out the business of permissible commercial activities as set out in the application form/ATL dated dt and the Lessee not be entitled to change the nature of business to be carried out from the Leased Premises without prior intimation of Lessor in consonance with the other provision of the Concession Agreement / Lease Agreement and shall not undertake any business or activity that shall directly or indirectly in any manner whatsoever compete and conflict with the business of the Lessor;
- iii. It has been agreed that no water connection and drainage connection will be provided to the Leased Premises except provided by the Concessionaire with a view to keep the surrounding of the Leased Premises within the CF clean and well maintained and that the Lessee shall not be entitled to cook or distribute unpacked/loose foods items or tea/coffee or any tobacco products from any part of the CF except Food Court / Restaurant / Multiplex from the said Leased Premises while the Lessee shall be entitled to sell packed foods as set out in the application form;
- iv. The Lessee and the persons claiming through or under him shall under no circumstances carry out any political, religious, immoral or unauthorized or hazardous activities in the Leased Premises and CF Common Areas including the parking lots in the CF;

- v. The Lessee and the persons claiming through or under him shall not use or cause to be used or suffer use of the Leased Premises or any part thereof in a manner which may or is likely to cause nuisance or annoyance to the neighbors, occupiers, or users of other adjoining Shop/Offices/other leased premises in the CF, CF Common Areas or open land in the CF or to the owners and occupiers of any other adjoining and neighboring property or land; The Lessee/ Concessionaire shall not be allowed to store, keep or dump any materials within the common areas including passage, road margin, open space, staircase & landing, Terrace etc. excluding the Leased Premises and Lessee shall not be entitled to use aforementioned common areas for personal, commercial, regional use.
- vi. The Lessee and the persons claiming through or under them shall be solely liable and responsible to bear any consequence, penalty, loss or liability that may arise due to any act of the Lessee and/or of the Person/agency/ Sublette/franchise claiming through the Lessee that shall be in illegal and/or in contravention of the permissible use as provided in the Concession Agreement, Agreement to Lease, this Lease Deed and/or any applicable statute/laws that shall apply to the usage of the said Leased Premises;
- vii. The Lessee shall maintain the said Leased Premises at its own cost in good condition from the date the possession of the Leased Premises and not do anything in or to the Leased Premises which may be against the Approvals, the provisions of the Concession Agreement, rules or regulations of Management Body or Concessionaire as case may be any other service provider or any local/ state/ national authority;
- ix. The Lessee shall not protest, object to or obstruct the execution of any development work on the Said Land nor shall the Lessee be entitled to claim any compensation and/or damages and/or to complain for any inconvenience, hardship, disturbance or nuisance which may be caused to them or any other person/s, if any inconvenience, hardship, disturbance or nuisance is caused to the Lessee on account of necessary work being undertaken in relation to the said Project by the Concessionaire and/or the Lessor at any time hereinafter to the extent such work does not hinder or obstruct or interfere with his peaceful possession and use of the Leased Premises in accordance with the terms hereof;
- ix. The Lessee shall not do anything which causes damage or is likely to jeopardize the safety/security of the said CF in the

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said Project and/or any other premises leased in the CF, CF or structures of the said Project on the said Land, impair the easement of the lessees in other premises leased in the CF or cause any structural change in the Leased Premises or the said CF in which the Leased Premises is located. In case if any such damage is caused on account of negligence or default of the Lessee in this behalf then the Lessee shall be liable for the consequences thereof in addition to any other rights and remedies that the Lessor shall have in law and/or in equity;

- x. That the Lessee shall keep and maintain the Leased Premises in a decent and civilized manner and shall do his/her/their part in maintaining the outer appearance and reputation of the CF at a high level. To this end, *inter alia*, the Lessee shall not (a) throw dirt, rubbish etc, in any open/green spaces, passages, parking areas, etc. and shall be responsible to store its garbage in proper garbage bins within the Leased Premises and ensure to transfer its garbage in garbage bags on daily basis to the CF's common garbage transit room (b) use the Leased Premises in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other premises/Shop/Offices leased in the CF etc., (c) do such things or acts which may render void, or void able any insurance on the CF or part thereof: (d) change the external appearance/façade/elevation of the CF/Leased Premises; (i) use or cause to be used the CF Common Areas or terrace or any part whereof and facilities for its own commercial/ personal use.

9.2 **ALTERATIONS & MODIFICATIONS**

- i. It is understood and agreed between the Parties that the said Project has been conceptualized by the Lessor with a view to develop various GSRTC bus terminals to provide better infrastructure and modern transport facilities by construction of new terminals and the provision of improved and enhanced passenger facilities and accordingly the Concessionaire has undertaken the development *inter alia* in accordance with the Approvals granted and amended from time to time by Competent Authorities and subject to all the conditions of the Commencement Certificate, Approved Plans and the BU permission issued by the competent authority.
- ii. The Lessee has been extended the opport Shop/Officey to review *inter alia*, the documents/approvals and the Lessee agrees and undertakes to, at all times, be bound by all the terms and conditions in relation to the development of the said Project, which include the said CF, including the terms and conditions set out in the BU Permission including utilizing the Leased Premises for the designated purpose only and in the manner

that shall not violate any local authority, such as; Environment Health, Fire and Safety Guidelines and/or in no manner harm to the other CF users/occupiers/visitors;

- iii. The Lessee further acknowledges and agrees that, without adversely affecting the Lessee's right to use the Leased Premises to carry out the permitted business activities, as contemplated herein, the Lessor and/or the Concessionaire (in accordance with the terms of the Concession Agreement) shall have the right to, from time to time, carry out variations, modifications or alterations as it may consider necessary or as may be required by the Competent Authorities and/or under the Concession Agreement or any of the Approvals and the Lessee shall be bound by such variations, modifications or alterations and shall ensure that no obstruction for the above is created by the Lessee, provided however that; the Lessee shall not be deprived of its rights granted hereby to peacefully occupy, use and enjoy the Leased Premises in any adverse manner during the Lease Period.
- iv. The Lessee shall adhere with the terms, manner and provisions as set out in the Concession Agreement, Approvals, prevailing Laws and the bye laws of the Concessionaire/Management Body in respect of the CF Common Areas operation and maintenance in the CF; and the Lessee (i) shall not make or cause to be made any addition or alteration of whatever nature in or to the said CF, (ii) shall not make any alteration in the elevation, facade and outside colour scheme of the said CF in which the Leased Premises is situated and keep the portion, sewers, drains, pipes, if any provided or passing in the Leased Premises and appurtenances thereto in good tenable repair and condition, and (iii) not chisel or in any other manner damage/remove columns, beams, slabs or RCC or other structural components in the Leased Premises at any time during the pendency of the Lease Period. For any other changes including removal of walls or partition, the Lessee shall not be entitled to do so without the prior written permission of the Concessionaire.
- v. The Lessee shall not interfere with the rights of the Concessionaire and/or the Lessor (either by way of any objections, disputes or through judicial injunctions or prohibitory orders of any tribunal body or authority or under any provisions of law or otherwise) to construct on the said Land at such locations, as may from time to time be decided by the Lessor, any additional permissible facility/structures, sub-stations for electricity or office for management of underground and overhead tanks structures, offices for the Concessionaire/Management Body/Lessor, cabins for

watchmen, common toilet Shop/Offices for domestic servants/watchmen, septic tank, and other structures in respect of the development of the said Land and subject to the compliance with law laying through or under or over the said Land or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, water harvesting arrangement, tube well and other devices etc. belonging to or meant for any premises leased in the CF or the CF Common Areas and other structures which may be developed and constructed by the Lessor on the said Land.

- vi. The Lessee and the persons claiming through or under him shall not without the proper advance sanction or permission in writing of the Concessionaire and the Management Body (as the case may be) and the relevant municipal or other local authority concerned in this regard, make any structural or other alterations or additions to the Leased Premises save and except as may be permitted under the applicable laws and this Lease Deed and shall be obliged to preserve and maintain the beauty of external CF façade of the Leased Premises and shall not be allowed to make any changes that affect the beauty of the external CF façade of the Leased Premises;

9.3

CONSTRUCTION CONDITIONS

- i. The Lessee has represented and confirmed that it has entered into this Lease Deed after adequately satisfying himself independently in respect of the development, specification, quality, construction and execution of the said Project, the said CF and the Leased Premises and only pursuant to the same the Lessee has agreed to take the physical possession of the Leased Premises upon execution hereof. Further, it is specifically agreed by and between the Parties hereto that in the event of any structural defect that may develop within a period of 3 (three) years in the foundation of the CF or within 2 (two) years in the super structure of the Leased Premises, from the date of execution of this Lease Deed, the Concessionaire will rectify the same at its own cost. If such defect develops in the Leased Premises after the above said periods, it is for the Lessee to get the defects rectified at its own cost after getting prior written permission from the Lessor and/or the Concessionaire/the Management Body and the Lessee and / or the persons claiming through or under him/her/it, shall have no claims for compensation whatsoever against the Lessor and/or the Concessionaire/the Management Body in any manner whatsoever in this regard;

ii. The Lessee has agreed to take on lease the Leased Premises under this Lease Deed on an as is whereas basis, after conducting an independent due diligence in respect of the Project, the CF, the construction quality, site conditions and being satisfied about the same. However the lessee or legitimate person occupying the Leased Premises and claiming through him/her/it any right shall have any claim for any compensation in any manner whatsoever from the Lessor for any defects in construction, structural or otherwise and the Lessee shall in no manner be entitled to initiate any legal proceeding against the Lessor or the Concessionaire in relation to and on the grounds of any constitutional documents and/or the agreement in relation to the lease hold rights including this Lease Deed. In case of dispute with Concessionaire regarding above, Lessee should approach Lessor and Lessor will facilitate lessee under the provision of concession agreement

iii. Subject to what is set out in the Force Majeure clause in this Lease Deed, in the event the CF is destructed or demolished by any act of God or nature including an earthquake or Tsunami or a Hurricane which is beyond the control of any of the Parties to this Lease Deed, the Lessee shall not have any claim whatsoever on the said Land and the Lessor in no circumstance shall be held responsible for the same or be liable to restore such position or compensate the Lessee by providing any further facility and the Lessee has entered into this Deed having known the fact of the same very clearly. However, upon occurrences of such incident of eventually, as herein before said, the Lessee, together with all the other Lessee/ Occupiers of the CF, shall be entitled to the Remedy and Relief, as it may be available commonly to all the Lessee/ Occupiers AND, the restoration work for re-commencement and re-use of the CF, including all the Shop/Offices/ Premises, for the balance term of the Lease, shall be carried out jointly as the direct collective responsibility by all Occupiers / Lessees of the said CF. The Lessor and the Concessionaire / Management body (if applicable) shall co-operate with all the Lessee/ Occupiers in such situation as may be necessary without any financial obligation what-so-ever on their respective part, in consonance with the provisions of the Concession Agreement.

10. REPRESENTATIONS.COVENANTS AND UNDERTAKINGS

- 10.1 The survival of this Lease Deed is subject to and conditional upon due and punctual payment of the amounts herein reserved and due performance of all covenants and conditions herein contained on the part of the Lessee and the Lessee hereby, for himself/herself/itself and for his/her/its heirs, executors, successors and permitted assigns, hereby covenants with the Lessor and the Concessionaire, with the intent that the obligation herein contained and arising shall bind all persons and parties into whosoever hands the Leased Premises may come THAT;
- i. The Lessee has been conferred upon with the lease hold rights in the Leased Premises comprising specifically of the Leased Premises being **Shop/Office (s) no. _____.. (Shop/Office No. _____, as per plan approved by AMRELI NAGARPALIKA) admeasuring _____sq.mtrs. RERA carpet area and _____sq.mtrs built up area as per approve plan on the___ floor -- BLOCK** and the entitlement to use the CF Common Areas within the CF in the manner set out herein and that this Lease Deed shall not be in any manner construed to have conferred, granted, transferred, assigned or conveyed any right title or interest in the said Land or any part thereof in favor of the Lessee; upon expiry of the Lease Period as set out herein, the lease hold rights in the Leased Premises shall expire and the entitlement, right and interest in Leased Premises shall revert in favor of the Lessor without any third party interest in any manner whatsoever together with the physical possession thereof and the Lessor thereafter shall be entitled to deal with the Leased Premises and the said Land in the manner it may deem fit without any restriction with any other person. The ownership of the said Land at all times hereinafter shall remain with the Lessor while the Lessee shall only be entitled to the lease hold rights in the Leased Premises for the Lease Period as set out herein. The Concessionaire has been conferred upon with the development rights in the said Land as set out in the Concession Agreement however it is very clear that the Concessionaire does not possess any right title or interest in the said Land except for the limited rights as the Concessionaire till the end of the term and in the manner set out in the Concession Agreement.
- ii. The Lessee shall keep the Lessor and the Concessionaire indemnified and harmless at all times against any acts, losses, damages, costs, expenses and/or consequences that may be incurred and/or may arise due to breach of the terms and conditions of this Lease Deed by the Lessee and also against all statutory payments whatsoever or which may become payable or be

demanded by the authorities and applicable to the Leased Premises upon execution hereof;

- iii. The Lessee shall from time to time and at all times hereinafter duly abide by the terms and conditions of the Concession Agreement, all the statutory approvals including the ones set out in the Approved Plans and the BU Permission, this Lease Deed, the bye laws that may be formed by the Concessionaire and/or the Management Body and all the prevailing laws of the land affecting the holding of the Leased Premises as well as the development of the said CF in the said Project;
- iv. The Lessee shall not at anytime amalgamate (with another Shop/Office/property/ premises in the CF or otherwise) or sub-divide the Leased Premises or part thereof or demand any partition in the CF Common Areas;
- v. The Lessee shall use the Leased Premises or any part thereof or permit the same to be used only for the commercial office purpose as per the Approvals as well as the Concession Agreement and this Lease Deed and shall not use it for any other purpose(s) and the Lessee shall be solely responsible and liable to bear the consequences arising from such negligence and the Lessor or the Concessionaire shall be in no manner be held responsible or liable for the same;
- vi. The Lessee shall at all times abide by, observe and comply with rules and regulations made applicable by the Lessor or the Concessionaire/the Management Body, as the case may be, or its nominees or any concerned authority or under any relevant laws made applicable to the Lessee, with relation to the use, occupation, enjoyment, improvement, alterations, maintenance, transfer, Sub-lease, License and alienation of the Leased Premises including the Leased Premises and the CF Common Areas including utilities, services, parking lots, amenities and facilities attached thereto in the said CF in the said Project;
- vii. The Lessee shall keep the fixtures, furniture, fittings and interiors installed in the Leased Premises, including the shell of the Leased Premises, duly insured against loss or damage by fire, earthquake, flood and other perils (theft, burglary etc.), including the third party damages and claims from the date of being entitled to use/ occupy the Leased Premises on license for fit outs during the fit out period and/or from the date of the vacant and peaceful possession of the Leased Premises being duly handed over, whichever is earlier, and to pay the premium and sums of money payable for that purpose so as to keep such insurance policy alive and subsisting at all times and provide a copy of such policy on demand to the Concessionaire/the Management Body;

- viii. The Lessee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken by the Concessionaire/Lessor or whereby any increased Premium/excess shall become payable in respect of such insurance;
- ix. The Lessee shall observe and perform all the governing rules and regulations which the Management Body of Shop/Office holders may adopt as also any additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Project and the Leased Premises therein and for the observance and performance of any rules, regulations (including the Approvals) and bye-laws for the time being in force of the Concerned Competent Authority or GSRTC or as per the Concession Agreement. The Lessee acknowledges and agrees that the Lessee shall be entitled to display commercial advertisement, signage, display or hoarding at any place in the said Project except with prior approval of the Concessionaire for the particular Shop/Office only.
- x. If the Lessee in any manner falls in the category of non-resident/foreign company/foreign national of Indian origin, it shall be the sole responsibility of the non-resident/foreign national of Indian origin himself to comply with the provisions of Foreign Exchange Management Act, 1999, or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law with regard to remittance of any amount and for acquisition of the Leased Premises or for transfer thereof. The Lessee has to strictly comply with such regulations and satisfy the Concessionaire/the Lessor in this regard, on failure whereof the Lessor may at its own discretion shall have the right to cancel the lease of the Leased Premises in favor of the Lessee herein;
- xi. The Lessee shall permit the Concessionaire/Lessor/Management Body and its surveyors and agents, at all reasonable times, to enter into the Leased Premises or any part thereof for the purpose of carrying out necessary inspection/ repairs/maintenance;
- xii. That the Lessee is a company/LLP/partnership firm duly incorporated under the provisions of the **NA** and that no winding up petition has been filed in any manner whatsoever by/against the Lessee and that its charter documents *inter alia* the memorandum and the articles of association duly entitles the Lessee to acquire the Leased Premises in the manner set out in this Lease Deed. Further, **NA** has been duly authorized at the meeting of the Board of Directors dated **NA** to sign/execute this Lease Deed and all such documents/deeds/writings on behalf of the Lessee that may be necessary to acquire the Leased Premises;

- xiii. The Lessee is aware that the Concession Agreement is the charter document based on the which the Concessionaire has been conferred the rights to develop, desing, finance, build, operate, maintain and transfer the said Project and it clearly sets out rules and regulations in relation to the requirement of the CF Common Areas in the said Project based on the usage of the land and with an assurance to adhere with the same, the Lessee agrees, undertakes and assures to take on lease the Leased Premises;
- xiv. The stamp duty and registration charges for execution of this Lease Deed or any other document that may be required to be executed in relation to the leasing of the Leased Premises to the Lessee, service tax, (Municipal Corporation / Urban Development Authority) Charges, water connection charges, charges by electrical service provider company for cable etc., Advocate Fees, infrastructure development fees, labor cess and any other taxes and levies levied by Central/State Governments, any or all as may be applicable, will be payable at actual without demur by Lessee, over and above the said premium amount, upon execution hereof and payable in regard to the same at any time hereinafter. The municipal taxes, if any, will be borne by Lessee. Any charges levied after the lease will also be payable by the Lessee. Any other supplementary taxes and charges levied/ demanded subsequently by any statutory body or authority as per final assessment, as and when completed before or after the lease deed execution, will also be payable at actual by Lessee;
- xv. The Lessor shall be solely and absolutely entitled to any and/or all the benefits, rights, privileges, additions or improvements in relation to the development of the said Land in future *inter alia* arising out of additional FSI, Zoning, Transferable Development Rights (TDR), Town Planning Scheme at all times hereinafter and neither the Concessionaire nor the Lessees or the Management Body in any manner shall be entitled to the same and that the Lessee agrees that if there is any permitted FSI balance left unconsumed or if there is any subsequent increase in permissible FSI in the said Project by the competent authority then, subject to the provisions of the Concession Agreement, the Lessor alone shall be entitled, as per its discretion to use/transfer such excess/additional FSI;
- xvi. The Lessee shall from time to time or all times to pay and discharge all rates, taxes, duties, levies, charges and assessment of every description, fines, penalties and other outgoings which, now or may at any time hereafter during the continuance of the Lease Deed, may be assessed, charges or imposed upon the Leased Premises in respect of its Leasing/its occupation/the business activities carried out from therein or in respect of its landlord/owner, its tenant or occupier. The Lessee shall indemnify and keep indemnified the Lessor and the Concessionaire from and against any and all liabilities, costs, damages, penalties and consequences arising from any and all such non-payment, delayed

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payment, attachment, disturbance of possession, notice order, litigation etc.

- xvii. The Lessee and the persons claiming through or under them shall be liable to pay to the concerned Competent Authorities/other entities the electricity, water, sewage power, telephone, sanitation and such other applicable utility expenses, charges and rates, including penalties for delay or default in payment, applicable from time to time in respect of the Leased Premises /business activities carried on thereat and shall always indemnify and keep indemnified the Lessor and the Concessionaire in relation to the same;
- xviii. The Lessee and the persons claiming through or under them shall on the termination of the Lease Deed by efflux of time or otherwise, forthwith or without demure or delay, peaceably vacate the Leased Premises and yield the Leased Premises unto the Lessor or its nominated agencies.
- xix. The Concessionaire has availed Project Finance from its lenders and agrees to obtain No Objection Certificate (“NOC”) from its lenders/security trustee with respect to the transfer of the Leased Premises and other premises in the CF, on or before the execution of this Lease Deed. Upon payment of amounts as stipulated in the NOC in respect of the Leased Premises, a release letter releasing the Leased Premises from the mortgage shall be executed. The Concessionaire undertakes to obtain charge release documents from the lender upon payment of balance consideration.

10.2 GENERAL REPRESENTATION AND WARRANTIES:

Each Party represents and warrants to the other that:

- a. it has the power to execute, deliver and perform its obligations under this Lease Deed;
- b. this Lease Deed constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- c. the execution, delivery and performance of its obligations under this Lease Deed does not contravene any law, regulation or order of any Governmental or other official body or agency or any judgment or decree of any court having jurisdiction over it or conflict with or result in any breach or default under any agreement, instrument, regulation, license or authorization binding upon it or any of its assets.

11. MORTGAGE

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11.1 **MORTGAGE**

- a. That for the purpose of raising finance or availing loans from banks or financial institutions for paying Premia of the Leased Premises, the Lessee shall be entitled to mortgage or create charge on his lease hold rights in the Leased Premises in accordance with *inter alia* the provisions of this Lease Deed, the Concession Agreement and as per any other government notifications pursuant to which the said Land has been allotted subject to a prior written approval for the same being obtained from the Lessor Provided that any such mortgage/ charge shall come to an end/ stand extinguished upon the expiry / earlier termination of this Lease Deed in terms hereof, and provided further that upon expiry / early termination of this Lease Deed, the vacant possession of the Leased Premises shall be handed over to the Lessor, free from any encumbrance and or security interest. The Lessee shall include a suitable provision to this effect in any and all of its financing and security documents (to be executed between the Lessee and his lenders), under which a charge is created over the said Shop/Office.
- b. The Lessee shall be liable to discharge & pay installments of their availed finance repayment directly and regularly to the lending Bank/Financial Institution and shall ensure not to default in his loan repayment and not allow any installments repayment to fall over due;
- c. The Lessee covenants that the Lessor in no manner shall ever be liable, accountable or responsible for any consequence, liability for any loan taken or charge created by the Lessee and whereby, any rights proposed to be created in respect of the Leased Premises in favor of Banks/Financial Institution would be subject to the provisions of the Concession Agreement and subject to the rights of Lessor under the Concession Agreement;
- d. The documents creating mortgage/charge in favour of such financial lenders would in addition to disclosing the terms and conditions on which the Lessee would hold the Leased Premises, also clearly bring out the fact that the Lessor shall have a lien on the Leased Premises to the extent of any/all outstanding dues/payments to be made by the Lessee to the Lessor and the Lessee as well as the financial lenders shall be bound by such regulations. The Lessee shall not be entitled to transfer the Leased Premises until a NOC is issued by the lender with regard to the mortgage/charge on the Leased Premises. Provided that the right to create mortgage or any charge by the Lessee shall be only with respect to the Leased Premises and no other part of the said Project and any proceeding in relation to the recovery,

attachment, auction or otherwise initiated by the lender shall only be in relation to the Leased Premises and no other part or premises out of the said Project shall be subject to the same;

- e. In the event the Lessee has committed a default under the financing agreements executed in favor of its lenders, and the lenders chooses to exercise its right for recovery of its receivable amount then the same shall be subject to the satisfaction of all dues payable to the Lessor and as per the terms and conditions of the Lease Deed.

12. **DELIVERY OF POSSESSION**

- 12.1 The Lessee has been put in vacant and peaceful possession of the Leased Premises simultaneously with the execution of this Lease Deed along with entitlement to use the CF Common Areas and the Lessee hereby admits and acknowledges of having being put in use and occupation of the Leased Premises on Leasehold basis upon execution hereof;
- 12.2 Simultaneously to the execution hereof, the Lessee has fully satisfied itself with regards to the design, lay out and specifications of the Leased Premises and acknowledge in writing to that effect to the Lessor and the Concessionaire by way of a receipt for possession duly signed by the Lessee ("**Possession Receipt**"). The Possession Receipt shall be deemed to be a valid and binding document on the Lessee so as to ensure that the Lessee has been duly put into possession of the Leased Premises in the condition absolutely agreeable and acceptable with the Lessee and duly in accordance with the specifications/details/condition agreed upon and that the Lessee shall not at any time thereafter be entitled to raise any dispute/objection/grievance/contention whatsoever in that regard.
- 12.3 *If within a period of five years from the date of handing over of the Shop/Office to the Lessee, the Lessee brings to the notice of the CONCESSIONAIRE any structural defect in the Shop/Office or the building in which the Shop/Offices are situated or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the CONCESSIONAIRE at his cost and in case it is not possible to rectify such defects, then the Lessee shall be entitled to receive from the CONCESSIONAIRE, compensation for such defect in the manner as provided under the RERA Act. Provided that the CONCESSIONAIRE shall not be liable in respect of any structural defect or defects on account of workmanship, or quality or provision of service which cannot be attributable to the CONCESSIONAIRE or beyond the control of the Concessionaire.*

13. **INDEMNIFICATION**

The Lessee shall keep the Lessor its agents and representatives as well as the Concessionaire indemnified and harmless at all times against any acts, losses, damages, costs, suits, proceedings, penalties, expenses and/or consequences that may be incurred and/or may arise due to breach or non compliance of any terms and conditions or his obligations under this Lease Deed or the Concession Agreement or the Agreement to Lease that shall amount to a material breach by the Lessee and also against all statutory payments whatsoever or which that may become payable or be demanded by the authorities and applicable to the Leased Premises after from the date of execution hereof and the vacant and peaceful possession of the Leased Premises being handed over to the Lessee herein.

14. TERMINATION & ITS CONSEQUENCES

14.1 This Lease Deed shall expire by efflux of time upon completion of the Lease Period as set out herein and upon the same the Lease shall stand automatically terminated and the lease hold rights given hereunder shall stand revoked and shall come to an end.

14.2 Further, if the Rent payable by the Lessee to the Lessor as agreed herein above, whether legally demanded or not, or if the Lessee shall at any time willfully default to perform any material covenants, representations and conditions herein contained or shall commit material breach of any of the conditions, representations or covenants, then the Lessor shall be entitled at its option to terminate this Lease Deed after giving a 30 (thirty) days written notice to the Lessee (without prejudice to any other rights of the Lessor under this Lease Deed) or in case of any of the events of defaults as set out herein below shall be liable for termination of this Lease Deed: -

- i. Failure on the part of the Lessee to pay the Lessor the Rent in accordance with the provisions of this Lease Deed;
- ii. Any violation or non compliance by the Lessee or its successor in title or the sub -Lessee, of the terms and conditions of this Lease Deed;
- iii. The Lessee using or permitting or causing the use of the Leased Premises for purposes other than those as contemplated by this Lease Deed;
- iv. The Lessee doing or permitting to be done or happening of any act, matter, deed or thing in violation of

Applicable Laws and Applicable Permits in the Leased Premises;

- v. The Lessee dealing with the Leased Premises *inter alia* mortgaging, assigning or otherwise creating charge over its leasehold rights in contravention to the terms and the manner set out herein in favour of any third party;
 - vi. Change in Management Control of the Lessee whereby such amended entity is involved in or undertaking any business activity which relates to the bus transport business/activities and competing directly or indirectly with the Lessor herein (applicable in case the Lessee is a non individual entity)
- 14.3 Upon expiry of the Lease Period or its earlier termination as above, the Lessee shall vacate the Leased Premises and put the Lessor or its nominated agency in vacant and peaceful possession of the Leased Premises free from all third party claims/ interests/encumbrances whatsoever and in good condition as at the time of execution of this Lease Deed (normal wear and tear excepted) on the date of expiry or termination of this Lease Deed and if the Lessee fails to remove its goods and materials as stipulated hereinabove on or before the expiry of the Lease Period then the Lessee shall be bound and liable to pay to the Lessor, without prejudice to any other right of the Lessor under this Lease Deed, the Rent/amounts thus due for payment shall attract interest calculated @ SBI PLR plus 2% additional charges per annum from original due date of the payment till the date of actual payment.

15. **FORCEMAJEURE**

- i. Neither Party shall be liable to the other Party or be deemed to be in breach of this Lease Deed by reason of any delay in performing, or any failure to perform, any of its own obligations in relation to the Lease Deed, if the delay or failure is due to any Force Majeure.
- ii. For the purpose of this Lease Deed, “**Force Majeure**” is any event occurring due to Act of God, war, war like conditions, blockades, embargoes, insurrection, Governmental directions and intervention of defense authorities or any other agencies of government, fire, flood, earthquake, riot, strikes, storm, volcanic eruptions, typhoons, hurricanes, tidal waves, landslides, lightning explosions, whirlwind, cyclone, tsunami, plagues or other epidemic quarantine, Acts of war, acts of terrorism or

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sabotage, destruction of the structure and/or infrastructure, prolonged failure of energy, revocation of approvals, no objections, consents, licenses granted by the government, change of laws, action and / or order by statutory and/or Government authority, acquisition, requisition or dispossession of the land or any part thereof, third party action or governmental or other authority or any other act of commission or omission or cause beyond the control of the party affected thereby.

16. RESOLUTION OF DISPUTES & GOVERNING LAW AND JURISDICTION

If any dispute or difference or claims of any kind arises between the Parties in connection with the rights, duties or liabilities of any Party under this Lease Deed, whether before or after the termination of this Lease Deed, then the Parties shall meet together promptly, at the request of any Party, in an effort to resolve such dispute, difference or claim by discussion between them. In the event of any discrepancy in relation to the interpretation of any clause in this Lease Deed then the decision of the Managing Director, GSRTC shall be final and binding upon the parties hereto so far Concession Agreement is concerned. However, if the dispute is not resolved as above mechanism, then the same shall be referred to the Gujarat Real Estate Regulatory Authority, as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations there under.

17. LIABILITY FOR INSPECTION OF DOCUMENTS

Except to the extent expressly provided in this Lease Deed, no review, comment or inspection by the Lessor of any document submitted by the Lessee/ Concessionaire nor any observation or inspection of any document hereunder shall relieve or absolve the Lessee/Concessionaire from discharging its obligations, duties and liabilities under this Lease Deed, the Applicable Laws and Applicable Permits unless such action or obligation of the Lessor prevents the Lessee/Concessionaire to discharge its obligation.

18. NOTICES

All notices to be given or made under this Lease Deed shall be in English language and in writing and delivered personally or sent by pre-paid post or by telefax or by courier in the following manner:

THE LESSOR/GSRTC

Attn.: **Chief Civil Engineer**

Address: **Gujarat State Road Transport Corporation
(GSRTC), Central Office, Ranip, Ahmedabad (Gujarat).**

Fax No.

THE LESSEE :-

Attn.: --- Eail Id.

Address: :-

Fax No.:

The CONCESSIONAIRE:

Attn.: _____

Address : **NILA TERMINALS (AMRELI) PRIVATE LIMITED.**

First Floor, Sambhaav House,, Opp: Chief Justice's Bungalow,Bodakdev,,
Ahmedabad, Ahmedabad, Gujarat, India, 380015

Such notices and other communication duly given shall be deemed to be effective if given by personal delivery or sent by registered post AD or if transmitted by facsimile or if sent by certified or registered mail. Any change in the address of any Party shall be communicated to the other party forthwith.

19. COUNTERPARTS

- i. This Lease Deed shall be executed and registered in accordance with the provisions of the Registration Act and the original will be retained by the Lessee and a certified copy of the same shall be provided to each of the Concessionaire as well as the Lessor.
- ii. In the event of any discrepancy in relation to the interpretation of any clause in this Lease Deed then decision of the Managing Director, GSRTC shall be final and binding upon the Parties hereto:
- iii. Notwithstanding any other provision to the contrary herein under this Lease Deed, the terms which by their nature survive termination or expiration of this Lease Deed shall continue to be binding

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on the Parties following any expiration or termination of this Lease Deed. Such terms shall include, but not limited to Clause 14 (*Effect of Termination*), Clause 16 (*Resolution of Disputes*), Clause 16 (*Governing Law and Jurisdiction*) and Clause 18 (*Notices*) of this Agreement.

20. MISCELLANEOUS

- i. Each of the rights of the Lessor under this Lease Deed are independent, cumulative and without prejudice to all other rights available to it, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Lessor, whether under this Lease Deed or otherwise;
- ii. Any delay tolerated or indulgence shown by the Lessor in enforcing the terms, conditions, covenants, agreements, stipulations and/or provisions, herein mentioned, or any forbearance or extending any time periods set out under this Lease Deed, shall not be treated or construed as a waiver on the part of the Lessor of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions mentioned herein by the Lessee, nor shall the same in any manner prejudice the rights and interests of the Lessor;
- iii. No waiver of any breach of any provision of this Lease Deed shall construe to be waiver of similar breach and no waiver shall be effective unless made in writing and signed by an authorized representative of the Lessor;
- iv. No amendment of this Lease Deed shall be binding on either Party unless such amendment is in writing and signed by both Parties;
- v. If any provision of this Lease Deed is declared invalid, unenforceable or prohibited by a Court of Law, the remainder of this Lease Deed shall continue to be valid, enforceable and binding on the Parties;
- vi. The Recitals, recorded herein above in these presents, shall from the integral part of this Lease Deed as if the same are set out in the body of this Lease Deed and the Parties hereto shall be deemed to have recorded, repeated and confirmed the same;
- vii. Except as otherwise agreed between the Parties, this Lease Deed together with Schedules and Annexure constitutes the entire deed of the Parties as to its subject matter and supersedes any other previous understanding or agreement;
- viii. The Developer shall not have any claim over F.S.I., additional F.S.I and Terrace rights after Building Use Permission has been obtained. Such rights if any will be enclosed by the society of buyer.

22. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

SCHEDULE-I**(Description of the Land)**

All that 17029 **(Total Plot area) Sq. Mtrs.** of non agricultural commercial land bearing revenue R.S. number 1130 PAIKY C.S NO. 375. Situate lying and being at Moje Amreli, Taluka Amreli and District- Amreli in the State of Gujarat for the development of the Bus Terminal Facility and bounded as under:-

On or towards East: GHB

On or towards West: Nutan School

On or towards North: Dharpara Road

On or towards South: Station Road

**SCHEDULE-II (Description
of the Leased Premises)**

All that commercial premises totally admeasuring _____sq.mtrs. RERA carpet area (_____sq.mtrs built up area as per approved plan) bearing Shop/Office (s) no _____ (Shop/Office No. _____. as per plan approved by Amreli Nagarpalika) on__ Floor in the CF known as “AMRELI CITY CENTER” (as more particularly delineated in red colour boundary in *Annexure [I]* hereunder written) along with the entitlement to use the common facilities and amenities in the Commercial Facility within the said Project.

On or towards East by :

On or towards West by :

On or towards North by :

On or towards South by :

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals the day and year first hereinabove written.

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED LESSOR)
GUJARAT STATE ROAD TRANSPORT CORPORATION)
THROUGH ITS AUTHORISED REPRESENTATIVE)
Mr _____)

In presence of :

Name:

Address:

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED LESSEE)

.....

) In presence of:

Name:

Address:

SIGNED SEALED AND DELIVERED)
BY THE WITHIN NAMED CONCESSIONAIRE)
) NILA TERMINALS (AMRELI) PRIVATE LIMITED
THROUGH ITS AUTHORISED REPRESENTATIVE)
) Mr _____ ..

) In presence of:

Name: Mr. _____.

Address:

Schedule U/s 32/A of Registration Act

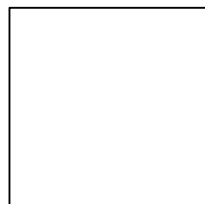
SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED LESSOR

GUJARAT STATE ROAD TRANSPORT CORPORATION

THROUGH ITS AUTHORISED REPRESENTATIVE

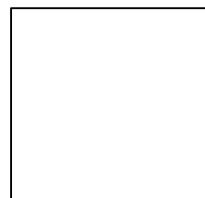
Mr. _____..



SIGNED SEALED AND DELIVERED

BY THE WITHIN NAMED LESSEE

.....



SIGNED SEALED AND DELIVERED

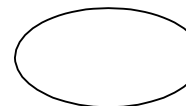
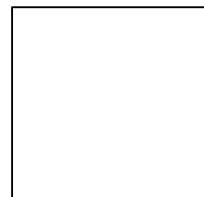
BY THE WITHIN NAMED CONCESSIONAIRE

M/s NILA TERMINALS (AMRELI) PRIVATE LIMITED

THROUGH ITS AUTHORISED

REPRESENTATIVE

_____.



LESSOR

LESSEE

CONCESSIONAIRE