

Private Limited or Public Limited Concern

24 JUN 1993

To be used for Industrial Areas falling outside the limits of Local Authority
i. e Municipal Corporation/ Councils/ Planning Authority like CIDCO/
BMRDA.



An Agreement made at ~~Bombay~~, Pune

the 25th day of June
hundred and ninety three

One thousand nine

BETWEEN THE
MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a
Corporation constituted under the Maharashtra Industrial Development
Act, 1961 (Mah. III of 1962) and having its Principal Office at Orient
House, Adi Marzban Path, Ballard Estate, Bombay 400 038, hereinafter
called the "Grantor" (which expression shall, unless the context does not
so admit, include its successors and assigns) of the One Part AND

Audyogik shikshan Mandal - Pimpri - chinchwad

MESSRS.

Institute Registered under the Societies Act.
a Company incorporated under the Indian Companies Act VII of 1913,
Companies Act, 1956, and having its registered office at

Plot-no P-90 c block MIDC
chinchwad Pune - 411 019

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hereinafter called "the Licensee (which expression shall unless the context does not so admit includes their survivors or survivor and the heirs, executors, administrators and permitted assigns) of the Other Part :

Recitals

WHEREAS, the Licensee has applied to the Grantor for grant to it of a lease of the land and premises hereinafter described which the Grantor has agreed to grant to it upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay (hereinafter called "the Chief Executive Officer").

the sum of Rs. 21,00,000/-
(Rupees Twenty one lacs only) being the amount of premium payable by the Licensee.

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NOW IT IS HEREBY MUTUALLY AGREED as follows :

Grant of Licence

1. During the period of three years from the date hereof the Licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunderwritten and delineated on the plan annexed hereto and thereon surrounded by a red-coloured boundary-line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be a bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

Not to demise

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

Submission of plans for approval.

3. The Licensees hereby agree to observe and perform the following stipulations that is to say : -

(a) That they will within 18 months from the date hereof submit to the Executive Engineer, Maharashtra Industrial Development Corporation, in-charge of the said industrial area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his approval the specifications, plans, elevations, sections and details of the factory buildings hereby agreed by the Licensees to be erected on the said land and the Licensees shall at their own cost and as often as they may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive Engineer and

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will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer and signed by him the Licensees shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensees and the Executive Engineer

(b) The said plot of land shall be fenced in during construction by the Licensee at their expense in every respect. Fencing during construction

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder written as also Municipal regulations so far as the same are applicable to the land the subject of these presents nor until a No objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation and the said plans and elevations shall have been so approved as aforesaid and thereafter they shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved. No work to begin until plans are approved.

(d) That it shall within a period of 18 months from the date hereof commence, and within a period of three years from the said date at their own expense and in a substantial and workman like manner and with new and sound material and in compliance with all Municipal rules, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformity to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunder written, build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto. Time limit for commencement and completion of construction work.

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees on the periphery of the said land (one tree per 200 sq. mtrs. and one tree at a distance of 15 metres on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents. Planting of trees in the open space

(f) That it will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon. Rates and Taxes

(g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee of a notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears of land Fees of Service Charges to be paid by the licensee

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revenue together with interest thereon at 15 per cent from the date of default in payment.

Indemnity.

(h) That it will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.

Sanitation

(i) That it shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being & shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

To comply with the Provision of Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention Control of Pollution) Act, 1981.

(j) The Licensee shall duly comply with the provisions of the Maharashtra (Prevention and Control of Pollution) Act 1974, and Air (Prevention and Control of Pollution) Act 1981, and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

Excavation

(k) That it will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.

Insurance

(l) That it will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensees against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building & will on request produce to the Chief Executive officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

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(m) That it will not directly or indirectly transfer, assign sell, encumber or part with their interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

Benefit of
agreement
not
assignable

(n) That it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunder written for any purpose which may be offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Department of Environment Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia dust, smoke, gas or otherwise howsoever.

Nuisance

(o) That it shall at their own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer.

Access
Road

(p) That in employing skilled and unskilled labour they shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said Industrial area.

Preference
in employ-
ment of
Labour

4. Should the Executive Engineer not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if possession as a License has been given to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power to
terminate
Agreement

5. Until the factory building and works have been completed and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers :-

Power of
Grantor

(a) The right of the Chief Executive Officer, the Executive Engineer and the Officers and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To enter
and
inspect

(b)(i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe

To resume
land

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any of the stipulations on their part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said land and everything thereon and thereupon the Agreement shall cease and terminate and all erections and material plant and things upon the said plot of land shall notwithstanding an enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee or refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against the Licensee;

(ii) To continue the said land in the Licensee occupation on payment of such additional premium as may be decided upon by the Grantor and the Chief Executive Officer, and

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


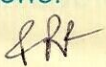
(c) All building materials and plant which shall have been brought upon the said land by or for the Licensees for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper material) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

Extension of time

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or may fix an extended period for the completion of the factory building and the works for the said period mentioned in clause 3 (d) above if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Grant of Lease

7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for the term of ~~ninety-nine~~ / ninety-five years from the date hereof at a yearly rent of Rupee one.

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Licensee alone.

Form of
Lease

9. All notices, consents and No Objection to be given under the Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

Notice

10. The Grantor may at any time and from time to time alter the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

Grantor
may alter
Estate
Rules

11. The marginal notes do not form part of this Agreement and they shall not be referred to for the construction and interpretation thereof.

Marginal
Notices

12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulations hereunder written the former shall prevail.

Conflict
between
Agree-
ment and
Rules

13. For the purposes of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer / the Regional Officer / the General Manager (Legal) / the Area Manager and any other officer specially authorised by the Chief Executive Officer.

IN WITNESS WHEREOF Shri B. Y. Inankhede

~~the Chief Executive Officer, Jt. Chief Executive Officer / the Deputy Chief Executive Officer / the Regional Officer / the General Manager DIC and Ex-Officer / the Area Manager~~ of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Licensee have set their respective hands hereunto the day and year first above written.

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FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No. (S) C/P-133
 in the Pimpri Industrial
 Area, within village limits of chinchwad and within
 the limits of Pimpri-chinchwad Municipal Council/outside
 the limits of Haveli District Pune Municipal Council, Taluka
 containing by
 admeasurement 4000 Square Metres or there-

abouts and bounded as follows, that is to say -

on or towards the north by - Pl. no C/P-134 & Amenity Areaon or towards the south by - Roadon or towards the east by - Pl. no P-90 and Roadon or towards the west by - Amenity Area (MIDC)**SECOND SCHEDULE**

(Building Regulations)

1. The Building Regulation of "A" class Municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.
2. The Licensee shall utilise the periphery of the plot for the purpose of planting trees. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof.
3. The Licensee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is set out in the Third Schedule hereunder written.
4. The Licensee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Department Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority / Planning Authority and no addition or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority / Planning Authority



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6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark, the officer authorised by the Grantor shall allocate this obligation suitably.

7. 3 set of the specifications, plans elevations and sections as approved by the Local Authority/ Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours of fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry.

3. Ammonia manufacture.

4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.

5. Tar distillation or manufacture.

6. Cement manufacture.

7. Chlorine manufacture.

8. Bleaching powder manufacture.

9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.

10. Manufacture or storage of explosives or fire-works.

11. Fat rendering.

12. Fat, tallows, grease or lard refining or manufacture.

13. Manufacture of explosives or inflammable products of pyroxylin.

14. Pyroxylin manufacture.

15. Dye-stuff and pigment manufacture.

16. Turpentine, paints, varnish or size manufacture or refining.

17. Garbage, offal or dead animals reductions, dumping or incineration.

18. Stock-yard or slaughter of animals or fowls.

19. Tallow, grease or lard manufacture.

20. Tanning, curing or storage of raw hides or skins.

21. Wool pulling or scouring.

22. Yeast plant.

23. Paper and paper products.

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24. Charcoal.

25. Manufacture of Viscose Rayon.

26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at _____ the _____ day of _____ One Thousand nine hundred and _____ BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATIONS, a Corporation constituted under the Maharashtra Industrial Development Act., 1961 (Mah, III of 1962) and having its Principal Office at Orient House, Adi Marzban Path, Ballard Estate, Bombay - 400 038, hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND MESSRS. _____

_____ a Company incorporated under the Indian Companies Act VII of 1913/ Companies Act 1956 and having its registered office at _____

_____ hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Other Part :

Recitals, WHEREAS by an Agreement dated the _____ day of _____ 199 _____ and made between the Lessor of the One Part and the Lessees of the Other Part the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

AND WHEREAS pursuant to the said Agreement the certificate of completion thereby contemplated has been granted :

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, the Lessor's share of ceases and the owner's share of Municipal or Village Panchayat rates or taxes which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. _____ (Rupees _____ approximately per annum :

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NOW THIS LEASE WITNESSETH as follows :-

1. In consideration of the premises and the sum of Rs. _____ Description of land.
- (Rupees _____ only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as plot No. _____ in the Industrial Area, and within/outside the limits of _____ Municipal Council, within the Village limits of _____ Taluka and Registration sub-District _____ District and Registration District _____ containing by admeasurement _____ square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of _____ years computed from the first day of _____ 19 _____ subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.
2. The Lessee with intent to bind all persons into whosoever hands Covenants the demised premises may come doth hereby covenant with the Lessor by the Lessee. as follows :
- (a) During the said term hereby created to pay unto the Lessor the To pay said rent at the times on the days and in manner hereinbefore appointed rent. for payment thereof clear of all deduction.
- (b) To pay all existing and future taxes, rates, assessments, and To pay outgoing of every description for the time being payable either by rates and landlord or tenant or by the occupier in respect of the demised premises, taxes. and anything for the time being thereon.
- (c) Throughout the said term hereby created to pay to the Lessor from To pay time to time such recurring fees in the nature of service charges fee or Drainage cess as may from time to time prescribed by Government of service charges. Maharashtra under Maharashtra Industrial Development Act, 1961 or

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Rules framed there under in respect of the amenities or common facilities provided by the Lessor.

- Planting of trees in the open space. (d) The Lessee / shall at its / own expenses within a period of one year from the date hereof plant trees in the marginal space to be kept open to sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.
- Not to excavate. (e) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuants to the terms of this Lease.
- Not to erect beyond building line. (f) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.
- Access Road. (g) The Lessee having at their own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned)
- To comply with the provisions of Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention & Control of Pollution) Act, 1981. (h) The Lessee shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act 1981, and the rules made thereunder as also with any condition which may from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.
- To build as per agreement. (i) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except the Maharashtra Pollution Control Board as provided in the said Building Regulations.
- Plans to be submitted before building. (j) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessees in triplicate for scrutiny of and be permitted in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from

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the Maharashtra Prevention of Water Pollution Control Board as provided in the said Building Regulations.

(k) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained. Indemnity.

(l) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality / Local Authority or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon. To build according to rules.

(m) To observe and conform to all rules, regulations and bye-laws of the Municipality / Local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfaction of the Executive Engineer, and shall not without the previous consent in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof. Sanitation

(n) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous permission in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunder written. Alterations

(o) Throughout the said term at the Lessee expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto. To repair

(p) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable time of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect to state of To enter and inspect

repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee call upon them to execute the repairs and upon their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

Nuisance

(q) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners occupiers or residents of other premises in the vicinity.

User

(r) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Control Pollution Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

Insurance

(s) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer, and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

Delivery of possession after expiration

(t) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor, the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if they shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to themselves all buildings, erections and structures and

materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed.

(u) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metres and bounds or otherwise to alter the nature of this present demise. Not to assign

(v) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act, or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require. Assignment to be registered with Lessor

(w) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said Industrial Area. To give preference in employment of Labour

(x) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death. Notice in case of death

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966). Recovery of Rent fees etc. as land revenue

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry Rent, fees etc., in arrear.

Handwritten mark

Handwritten signature

hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Lessor's
Covenant for
peaceful
enjoyment.

5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Registration
of
estate rules

6. The layout of the _____ Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal of
Lease

7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of years on payment of premium as may be determined by the Lessor and with covenants provisions and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

Cost and
charges to
be borne
by the
Lessee

8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Marginal
Notes.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF Shri
the General Manager (Legal)/ Regional Officer of Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf



and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as Plot No. _____ in the _____ Industrial Area within the Village limits of _____ and within/outside the limits of Municipal Council, Taluka and Registration, Sub-district _____ District and Registration District _____ containing by admeasurement _____ Square Metres or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say -

- On or towards the North by
- On or towards the South by
- On or towards the East by
- On or towards the West by

SECOND SCHEDULE

(Building Regulations)

1. The Building Regulation of 'A' class municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.
2. The periphery of the plot shall be utilised for the purpose of planting trees. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.
3. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.
4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.
5. The Lessee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 & Air (Prevention and Control of Pollution) Act 1981, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Department Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

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6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

7. 3 sets of the specifications, plans elevations and sections as approved by the Local Authority / Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.



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24. Charcoal.
 25. Manufacture of Viscose Rayon.
 26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

SIGNED, SEALED AND DELIVERED

by Shri B. Y. Wankhede

~~The Chief Executive Officer / the Deputy Chief Executive Officer / the Regional Officer / the General Manager (Legal) / General Manager DIC and Ex-office Regional Officer the Area Manager of the withinnamed Maharashtra Industrial Development Corporation in the presence of -~~

(1) N. V. Umajikar
 MIOC

(2) R. T. Bhujbal
 MIOC



B. Y. WANKHEDE
 Regional Officer, MIDC.

The Common Seal of the above named Licensee
 MESSRS Audyogik Shikshan
Mandal - Pimpri - Chinchwad

was pursuant to a Resolution of its Board of
 Directors passed in that behalf on the 12th day
 of Sept. 19 92 affixed hereto in the presence
 of Shri Dr. R. R. Pachpande

and Shri _____
 Director / Directors of the Company

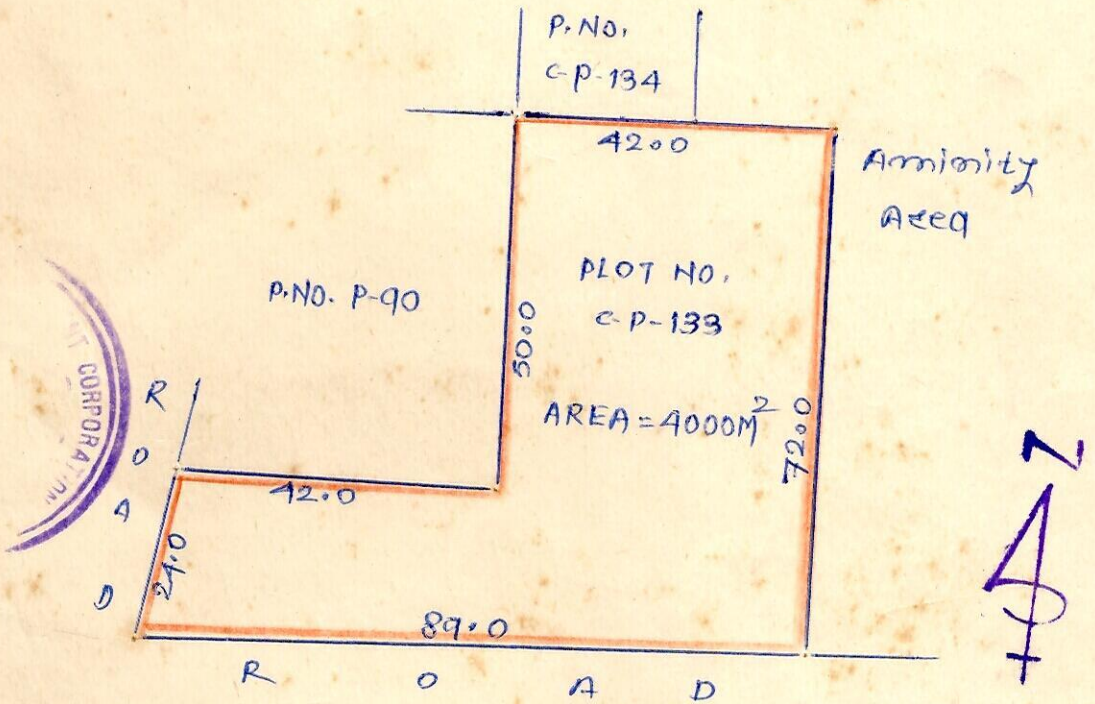
 Founder & Secretary, Audyogik Shikshan Mandal's
 INSTITUTE OF BUSINESS MANAGEMENT & RESEARCH
 (Recognized and Affiliated to University of Poona)
 M. I. D. C. Block C Pimpri Industrial Area,
 CHINCHWAD, PUNE 411 010.

who, in token of having affixed the Company's Seal
 has set his hand/ have set their respective hands
 hereto, in presence of ---

(1) N. V. Umajikar
 MIOC

(2) R. T. Bhujbal
 MIOC

Pimpri Industrial Area 'C' Block
VILLAGE CHINCHWAD TAL. HAVELI,
DIST. PUNE SCALE 1 CM = 10 Mts.



Copy Prepared by
B. Y. Wankhede
 Surveyor,
 MIDC. Pune.-5.

delh

Founder & Secretary, Audyogik Shikshan Mandal's
INSTITUTE OF BUSINESS MANAGEMENT & RESEARCH
 (Recognized and Affiliated to University of Poona)
 M.I.D.C Block C Pimpri Industrial Area,
 CHINCHWAD, PUNE 411019.



B. Y. Wankhede
 (B. Y. WANKHEDE)
 Regional Officer, MIDC.

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Private Limited or Public Limited Concern.



To be used for Industrial Areas falling within the Local Authority i.e. Municipal Corporation / Councils / Planning Authority.

AN AGREEMENT made at ~~Bombay~~, Pune
 the 2nd day of January One thousand
 nine hundred and ~~eighty~~ ^{ninety six} BETWEEN THE MAHARASHTRA
 INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation
 constituted under the Maharashtra Industrial Development Act, 1961
 (Mah. III of 1962) and having its Principal Office at Orient House,
 Adi Marzban Path, Ballard Estate, Bombay-400 038, hereinafter called
 the "Grantor" (which expression shall, unless the context does not so
 admit, include its successors and assigns) of the One Part AND

MESSRS.

Audyogik shikshan mandal Limpsri-Chinchwad
Institute registered under the soc. act.
 a ~~Company incorporated under the Indian Companies Act VII~~
~~of 1913, Companies Act, 1956,~~ and having its registered office
 at Plot no P-90 c block MIDC
chinchwad Pune - 411019

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hereinafter called "the Licensee" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part :

Recitals. WHEREAS, the Licensee has applied to the Grantor for grant to it of a lease of the land and premises hereinafter described which the Grantor has agreed to grant to it upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay (hereinafter called "the Chief Executive Officer"), the sum of Rs. 24,17,900 / (Rupees *Twenty four lacs seventeen thousand nine hundred only*) being the amount of premium payable by the Licensee.

NOW IT IS HEREBY MUTUALLY AGREED as follows :

Grant of Licence.

1. During the period of two years from the date hereof the Licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunderwritten and delineated on the plan annexed hereto and thereon surrounded by a red-coloured boundary-line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

Not to demise.

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

Submission of plans for approval.

3. The Licensee hereby agree to observe and perform the following stipulations that is to say :—

(a) That it will within 6 months from the date hereof submit to the Executive Engineer, Maharashtra Industrial Development Corporation, in-charge of the said industrial area hereinafter called "the Executive Engineer" which may be any other officer



to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his no objection to the specifications, plans, elevations, sections and details of the factory building approved by the Local Authority/Planning Authority, hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost produce the documents in support of the approvals obtained from the Local Authority/Planning Authority to the Executive Engineer and will supply him such details of the specifications, plans, elevations and details as approved by the Local Authority/Planning Authority in triplicate along with the documents in support of having obtained such approval and on receipt of the same, the Ex. Engineer shall issue no objection for development of land as per the aforesaid approvals, returning one copy of the plans duly signed by him.

(b) The said plot of land shall be fenced in during construction by the Licensee at their expense in every respect. **Fencing during construction.**

(c) No work shall be commenced which infringes any of the conditions in the Second Schedule and until a no objection certificate is obtained from the Maharashtra Pollution Control Board provided further that even additions and alterations, if any also shall not be commenced without prior approval from the Local Authority/Planning Authority. **No work to begin until plans are approved.**

(d) That it shall within a period of ^{three} ~~one~~ years from the date hereof commence, and within a period of ^{three} ~~two~~ years from the said date at their own expense and in a substantial and workmanlike manner and with new and sound material and in compliance with all Municipal rules, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformity to the approval by the Local Authority/Planning Authority build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto. **Time limit for commencement and completion of construction work.**

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees on the periphery of the said land (one tree per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents. **Planting of trees in the open space.**

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to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his no objection to the specifications, plans, elevations, sections and details of the factory building approved by the Local Authority/Planning Authority, hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost produce the documents in support of the approvals obtained from the Local Authority/Planning Authority to the Executive Engineer and will supply him such details of the specifications, plans, elevations and details as approved by the Local Authority/Planning Authority in triplicate along with the documents in support of having obtained such approval and on receipt of the same, the Ex. Engineer shall issue no objection for development of land as per the aforesaid approvals, returning one copy of the plans duly signed by him.

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Rates and Taxes.

(f) That it will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Fees or Service Charges to be paid by the licensee.

(g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee of a notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at ~~15~~ 17.5 per cent from the date of default in payment.

Indemnity.

(h) That it will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.

Sanitation.

(i) That it shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

To comply with the provisions of water (Prevention and Control of pollution) Act, 1974 and Air (Prevention and Control of pollution) Act, 1981.

(j) The Licensee shall duly comply with the provisions of the Maharashtra (Prevention & Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981, and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever



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and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

(k) That it will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement. ^{Excavation.}

(l) That it will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensees against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building. ^{Insurance.}

(m) That it will not directly or indirectly transfer, assign sell, encumber or part with their interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit. ^{Benefit of agreement not assignable.}

(n) That it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunderwritten for any purpose which may be offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Department of Environment Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia dust, smoke, gas or otherwise howsoever. ^{Nuisance}

(o) That it shall at their own cost construct and maintain an access road leading from the Estate road to the said land in strict ^{Access Road.}

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accordance with the specifications and details prescribed by the Executive Engineer.

Preference
in employ-
ment of
Labour.

(p) That in employing skilled and unskilled labour they shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

Power to
terminate
Agreement.

4. Should the Local Authority/Planning Authority not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or should the Executive Engineer not issue No Objection or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if possession as a License has been given to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power of
Grantor.

5. Until the factory building and works have been completed and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers :

To enter and
inspect.

(a) The right of the Chief Executive Officer, the Executive Engineer and the Officers and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To resume
land.

(b) (i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulation on their part herein contained, right and power to re-enter through the Chief Executive officer, upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against the Licensee;

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(ii) To continue the said land in the Licensee occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer; and

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

(c) All building material and plant which shall have been brought upon the said land by or for the Licensees for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper material) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intension to enforce the Licensee Agreement herein contained or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3(d) above if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and thereupon the obligation hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Extension
of time.

7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for the term of ~~ninety-nine~~ ninety-five years from the date hereof at the yearly rent of Rupee one.

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs,

Form of
Lease.

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charges and expenses of and incidental to the execution of this Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Licensee alone.

Notice. 9. All notices, consents and No Objection to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

Grantor may alter Estate Rules. 10. The Grantor may at any time and from time to time alter the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

Marginal Notes. 11. The marginal notes do not form part of this Agreement and they shall not be referred to for the construction and interpretation thereof.

Conflict between Agreement and Rules. 12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulation hereunder written the former shall prevail.

13. For the purposes of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/ the Regional Officer/ the General Manager (Legal)/ the Area Manager and any other officer specially authorised by the Chief Executive Officer

IN WITNESS WHEREOF, ~~Shri~~ *S. P. Patwardhan*

~~the Chief Executive Officer, the Deputy Chief Executive Officer/ the Regional Officer/ the General Manager (Legal)/ the Area Manager of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corpora-~~



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tion, set his hand and affixed the Common Seal of the Corporation, hereto on its behalf and the Licensee have set their respective hands hereunto the day and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No. (8) C.P-133/2
 in the Pimpri Industrial Area,
 within the village limits of chinchwad and within the limits
 of Pimpri-chwad Municipal Council/outside the limits of
 Municipal Council, Taluka Haveli
 District Pune containing by admeasurement 2818
 Square Metres or thereabouts and bounded as follows, that is to say:

- On or towards the north by — Pl. no C.P. 134/2 & Pl. no. C.P. 131
 On or towards the south by — Road
 On or towards the east by — informal shops Pl. no. C.P. 135 Road, Pl. no. C.P. 131
 On or towards the west by — Pl. no. C.P. 133

SECOND SCHEDULE

(Building Regulations)

1. The Building Regulation of 'A' class Municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial Area.
2. The Licensee shall utilise the periphery of the plot for the purpose of planting trees. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof.
3. The Licensee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is set out in the Third Schedule hereunderwritten.
4. The Licensee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board con-



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stituted under the Water (Prevention and Control of Pollution) 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Department Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority/Planning Authority and no addition or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/Planning Authority.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensees during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark the officer authorised by the Grantor shall allocate this obligation suitably.

7. 3 sets of the specifications, plans elevations and sections as approved by the Local Authority/Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours of fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry.

3. Ammonia manufacture.

4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.

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5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at the day of
 One Thousand nine hundred and

BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPO-
 RATION, a Corporation constituted under the Maharashtra Industrial

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Development Act, 1961 (Mah. III of 1962) and having its Principal Office at Orient House, Adi Marzban Path, Ballard Estate, Bombay-400 038, hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, unclude its successors and assigns) of the One Part AND MESSRS.

..... a Company incorporated order the Indian Companies Act VII of 1913/ Companies Act 1956 and having its registered office at

..... hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Other Part :

Recitals. WHEREAS by an Agreement dated the day of 198 and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed to grant to the Lessees upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

AND WHEREAS pursuant to the said Agreement the certificate of completion thereby contemplated has been granted;

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat at rates or taxes, which the Lessee have agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. (Rupees) approximately per annum :

NOW THIS LEASE WITNESSETH as follows :-

Description of land.

1. In consideration of the premises and of the sum of Rs. (Rupees only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as Plot No. in the Industrial Area, and within/outside the limits of Municipal Council, within the village limits of Taluka and Registration.

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Sub-District District and Registration

District containing by admeasurement

square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of years computed from the first day of 19..... subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. The Lessee with intent to bind all persons into whosoever hands the demised premises may come doth hereby covenant with the Lessor as follows:—

(a) During the said term hereby created to pay unto the Lessor the said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions. To pay rent.

(b) To pay all existing and future taxes, rates, assessments, and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises, and anything for the time being thereon. To pay rates and taxes.

(c) Throughout the said term hereby created to pay to the Lessor from time to time such recurring fees in the nature of service charges Drainage cess as may from time to time be prescribed by the Government of Maharashtra under Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor. To pay fee or service charges.

(d) The Lessee/shall at its/own expense within a period of one year from the date hereof plant trees in the marginal space to be kept Planting of trees in the open space.

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open to sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

Not to excavate.

(e) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

Not to erect beyond building line.

(f) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

Access Road.

(g) The Lessee having at their own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned) —

To comply with the provisions of water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act 1981.

(h) The Lessee shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act 1981, and the rules made thereunder as also with any condition which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To build as per agreement.

(i) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except the Maharashtra Pollution Control Board as provided in the said Building Regulations.

Plans to be submitted before building.

(j) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections, and details thereof shall have been previously submitted by the Lessees

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in triplicate for scrutiny of and be permitted in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations.

(k) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained. Indemnity.

(l) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality/Local Authority or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon. To build according to rules.

(m) To observe and conform to all rules, regulations and bye-laws of the Municipality/Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof. Sanitation.

(n) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous permission in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunder written. Alterations.

(o) Throughout the said term at the Lessee expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and

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external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To enter and inspect.

(p) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable time of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee call upon them to execute the repairs and upon their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

Nuisance.

(q) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners occupiers or residents of other premises in the vicinity.

User.

(r) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

Insurance.

(s) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance

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in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee well reinstate and repair the same to the satisfaction of the Executive Engineer, and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

(t) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if they shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to themselves all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed.

Delivery of possession after expiration.

(u) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee interest therein so as to cause any division by meters and bounds or otherwise to alter the nature of this present demise.

Not to assign.

(v) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignment to be registered with Lessor.

(w) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are ablebodied and whose lands are acquired for the purpose of the said Industrial Area.

To give preference in employment of Labour.

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Notice in
case of death

(x) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Recovery
of Rent fees
etc. as land
revenue.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Rent fees
etc. in
arrear.

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Lessor's
Covenant for
peaceful
enjoyment.

5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessees' part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Registration
of estate
rules.

6. The layout of the Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

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7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of ninety five years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct. Renewal of Lease.

8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessees. Costs and charges to be borne by the Lessees.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof. Marginal notes.

IN WITNESS WHEREOF Shri
 The General Manager (Legal)/Regional Officer of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above-named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece or parcel of land known as plot No. in the Industrial Area within the village limits of and within/outside the limits of municipal council, Taluka and Registration, Sub-district District and Registration District containing by admeasurement square metres or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say —

On or towards the North by
 On or towards the South by
 On or towards the East by
 On or towards the West by

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SECOND SCHEDULE**(Building Regulations)**

1. The Building Regulation of 'A' class municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.
2. The periphery of the plot shall be utilised for the purpose of planting trees. Atleast one trees shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road part thereof but within the demised premises.
3. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.
4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority/ Planning Authority, and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/Planning Authority.
5. The Lessee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Department Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.
7. 3 sets of the specifications, plans elevations and sections as approved by the Local Authority/Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE**(List of Obnoxious Industries)**

1. Fertiliser manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious



odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dyestuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or land manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast Plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise vibration or fire-hazards.



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SIGNED, SEALED AND DELIVERED)
by ~~Shri~~ *S.P. Patwardhan*)

~~The Chief Executive Officer/the Deputy)
Chief Executive Officer/the Regional)
Officer/the General Manager (Legal)/)
the Area Manager of the withinnamed)
Maharashtra Industrial Development)
Corporation in the presence of —)~~



S.P. Patwardhan
Smt. S. P. PATWARDHAN
AREA MANAGER

(1) *N.V. Umajikar*)
m i d c)

(2) *R.B. Kudale*)
m i d c)

The Common Seal of the abovenamed)
Licensee MESSRS. *Audyogik*)
Shikshan Mandal)
was pursuant to a Resolution of its)
Board of Directors passed in that)
behalf on the *12th* day of *sep*)
19*92* affixed hereto in the presence)
of Shri *R.R. Kulkarni*)
and Shri *Secretary*)
~~Director/Directors~~ of the Company)

who, in token of having affixed the)
~~Company's Seal~~ has set his hand/have)
set their respective hands hereto; in)
presence of —)

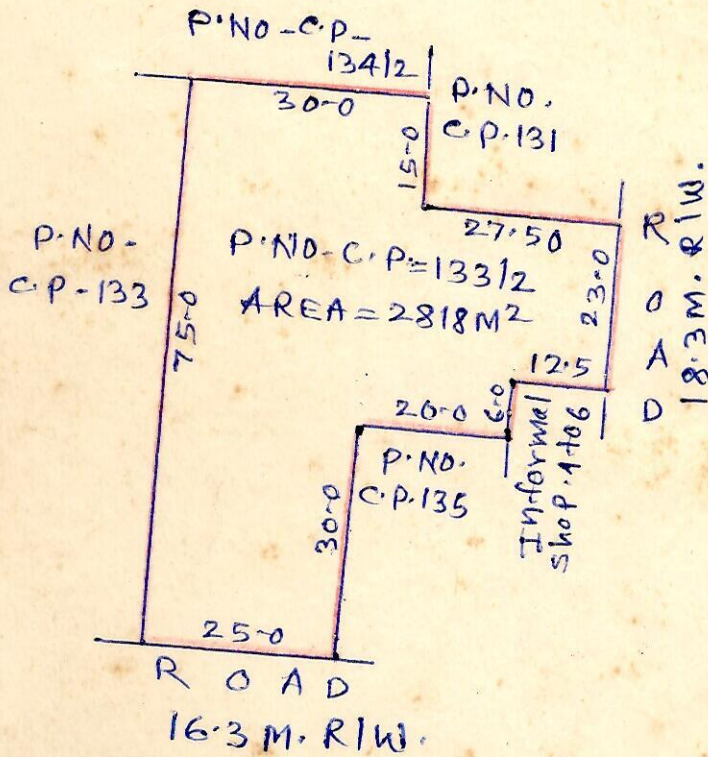
(1) *N.V. Umajikar*)
m i d c)

(2) *R.B. Kudale*)
m i d c)

2-1-96
Founder & Secretary, Audyogik Shikshan Mandal's
INSTITUTE OF BUSINESS MANAGEMENT & RESEARCH
(Recognized and Affiliated to University of Poona)
M.I.D.C. Block 'C' Pimpri Industrial Area.
CHINCHWAD, PUNE 411019



Pimpri Industrial Area, 'C' Block
 VILLAGE CHINCHWAD TAL. HAVELI,
 DIST. PUNE SCALE 1 CM = 10 Mts.



Prepared by

B. S. Thombare

B. S. THOMBARE
 Head Surveyor
 M.I.D.C; Pune.

S. P. Patwardhan

Founder & Secretary, Audyogik Shikshan Mandal's
 INSTITUTE OF BUSINESS MANAGEMENT & RESEARCH
 (Recognized and Affiliated to University of Poona,
 M.I.D.C. Block 'C' Pimpri Industrial Area,
 CHINCHWAD. PUNE 411019)



S. P. Patwardhan
 Smt. S. P. Patwardhan
 Area Manager

6 JAN 1994



An Agreement

made at ~~Bombay~~, Mumbai

the 17th ~~ninety~~ eighty four day of January

One thousand nine hundred and ~~eighty~~ four BETWEEN THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and having its Principal Office at Orient House, Mangalore Street, Ballard Estate, Bombay 400 038, hereinafter called the "Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND

Audyogik shikshan mandal

MESSRS.

Pimpri-chinchwad

institute registered under the soc. act
a Company incorporated under the Indian Companies Act VII of 1913, Companies Act, 1956, and having its registered office at Plot-no-P-90, block MIDC

chinchwad Mumbai-411019

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hereinafter called "the Licensee" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part :

Recitals

WHEREAS, the Licensee has applied to the Grantor for grant to it of a lease of the land and premises hereinafter described, which the Grantor has agreed to grant to it upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay (hereinafter called "the Chief Executive Officer"), the sum of Rs. 118200/- ^{one lac eighteen thousand and two hundred only} being the amount of premium payable by the Licensee;

NOW IT IS HEREBY MUTUALLY AGREED as follows :

Grant of Licence

1. During the period of two years from the date hereof the Licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunderwritten and delineated on the plan annexed hereto and thereon surrounded by a red-coloured boundary-line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be a bare Licencee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

Not to demise.

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

Submission of plans for approval

3. The Licensee hereby agree to observe and perform the following stipulations that is to say :—

(a) That it will within ³⁶ 8 months from the date hereof submit to the Executive Engineer, Maharashtra Industrial Development Corporation, in-charge of the said industrial area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties and functions of



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the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his approval the specifications plans, elevations, sections and details of the factory building hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost and as often as it may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive Engineer and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer and signed by him the Licensee shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Executive Engineer.

(b) The said plot of land shall be fenced in during construction by the Licensee at its expense in every respect.

Fencing during Construction

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder written as also Municipal regulations so far as the same are applicable to the land the subject of these presents nor until a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations and the said plans and elevations shall have been so approved as aforesaid and thereafter it shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.

No work to begin until plans are approved.

(d) That it shall within a period of ^{three} ~~one~~ years from the date hereof commence, and within a period of ^{three} ~~two~~ years from the said date at its own expense and in a substantial and workmanlike manner and with new and sound material and in compliance with all Municipal rules, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformably to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunderwritten, build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto.

Time limit for commencement and completion of construction work.

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees in the open space on the

Planting of trees in the open space.



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Planting of trees in the open space.

periphery of the said land (one tree per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents.

Rates and Taxes

(f) That it will pay all rates, taxes, charges, claim and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Fees of Service Charges to be Paid by the licensee.

(g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee of a notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at 15 per cent from the date of default in payment.

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Indemnity

(h) That it will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.

Sanitation

(i) That it shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being & shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

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(j) The Licensee shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969, and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board constituted under the said Act as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the provisions of Maharashtra Prevention of Water Pollution Act, 1969

(k) That it will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.

Excavation.

(l) That it will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensee against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

Insurance

(m) That it will not directly or indirectly transfer, assign, sell, encumber or part with its interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

Benefit of agreement not assignable.

(n) That it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunderwritten for any purpose which may be offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas noise, vibrations or fire-hazards and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Department of Environment Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

Nuisance

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Access Road

(o) That it shall at its own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer.

Preference
in employment of
Labour

(p) That in employing skilled and unskilled labour it shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said Industrial area.

Power to
terminate
Agreement.

4. Should the Executive Engineer not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if possession as a License has been give to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power of
Grantor.

5. Until the factory building and works have been completed and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers :—

To enter and
inspect.

(a) The right of the Chief Executixe Officer, the Executive Engineer and the Officers and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To resume
land.

(b) (i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on its part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against the Licensee.



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(ii) To continue the said land in the Licensee's occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer; and

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

(c) All building material and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper material (removed for the purpose of being replaced by proper material) shall be removed from the said land without the previous consent of the Chief Executive Office until after the grant of the completion certificate mentioned in clause 7 thereof.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein continued or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3 (d) above if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Extension of time

7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for the term of ~~ninety-nine~~ ninety-five years from the date hereof at the yearly rent of Rupee one.

Grant of Lease

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of the Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Licensee alone.

Form of Lease.

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Notice.

9. All notices, consents and approvals to be given under the Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

Grantor
may alter
Estate Rules.

10. The Grantor may at any time and from time to time alter the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

Marginal
Notes

11. The marginal notes do not form part of this Agreement and they shall not be referred to for the construction and interpretation thereof.

Conflict
between
Agreement
and Rules.

12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulations hereunderwritten the former shall prevail.

13. For the purpose of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/the Regional Officer/the General Manager (Legal)/the Area Manager and any other officer specially authorised by the Chief Executive Officer.

IN WITNESS WHEREOF ~~Shri~~ smt. S. P. Patwardhan

~~the Chief Executive Officer, the Deputy Chief Executive Officer the Regional Officer/the General Manager (Legal)/the Area Manager of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Licensee hath affixed the Common Seal of the Company, hereunto the day and year first above written.~~

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FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No. (s) C-P/133 part
 in the Pimpri Industrial
 Area, within the village limits of chinchwad and within
 the limits of Pimpri-chinchwad Municipal Council/outside
 the limits of Haveli Pune Municipal Council, Taluka
Haveli District Pune containing by
 admeasurement 225 Square Metres or thereabouts and

bounded as follows, that is to say
 on or towards the north by— Road
 on or towards the south by— Plot no C-P/133
 on or towards the east by— Amenity Area
 on or towards the west by— Amenity Area

SECOND SCHEDULE

(Building Regulations)

1. The total built up area shall not be more than a half of the total area of the plot; a strip of not less than five meters shall be left open to the sky on the periphery of the plot. and shall utilise the said open space for the purpose of planting trees. (one tree per 200 square metres and one tree per 15 metres frontage of road or part thereof).

2. The Licensee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is set out in the Third Schedule hereunderwritten.

3: All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of the premises and in accordance with the plans and elevations approved by the officer authorised by the Grantor.

4. The Licensee shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of Water Pollution Act. 1969, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

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5. No construction works shall be commenced unless the plans, elevations and sections have been approved by the officer authorised by the Grantor and no addition or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said officer.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark, the officer authorised by the Grantor shall allocate this obligation suitably.

7. No temporary or semi-permanent structure shall be build on the plot, except during the period of construction (or re-construction in future).

8. The final working drawings to be submitted for the approval of the Grantor shall include—

- (1) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre.
- (2) 4 cms. to 1 metre details when required.
- (3) Block plan drawn to a scale of 1 cm. to 5 metres showing the layout with the proposed building shown coloured red therein.
- (4) Any other details or particulars required by the Grantor.

The above mentioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry.

3. Ammonia manufacture.

4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.

5. Tar distillation or manufacture.

6. Cement manufacture.



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hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Other Part :

Recitals. WHEREAS by an Agreement dated the _____ day of _____ 198_____ and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

AND WHEREAS pursuant of the said Agreement the certificate of completion thereby contemplated has been granted :

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. _____ approximately per annum :

NOW THIS LEASE WITNESSETH as follows :

Description of land.

1. In consideration of the premises and of the sum of Rs. _____ (Rupees _____) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as plot No. _____ in the Industrial Area, within the Village limits of and within/outside the limits of _____ Municipal Council, Taluka and Registration sub-District _____ District and Registration _____ District containing by admeasurement _____ square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises herein-



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before expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of _____ years computed from the first day of _____ 19____ subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. The Lessee with intent to bind all persons into whosesoever hands the demised premises may come doth hereby covenant with the Lessor as follows :—

(a) During the said term hereby created to pay unto the Lessor the said rent at the time on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.

(b) To pay all existing and future taxes, rates, assessments, and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises, and anything for the time being thereon.

(c) Throughout the said term hereby created to pay to the Lessor from time to time such recurring fees in the nature of service charges as may from time to time prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor.

(d) The Lessee/ shall at its/ own expense within a period of one year from the date hereof plant trees in the open space of the said land within the demised premises and shall maintain the trees so planted in good condition through-out the term hereby created under these presents. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

(e) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

Covenants
by the
Lessee.

To pay rent.

To pay
rates and
taxes.

To pay fee
or service
charges.

Planting of
trees in the
open space.

Not to
excavate.

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Not to erect beyond building line.

(f) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land out side the building line shown upon the said plan hereto annexed,

Access Road.

(g) The Lessee having at its own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned)—

To comply with the provisions of Maharashtra Prevention of Water Pollution Act. 1969.

(h) The Lessee shall duly comply with the provisions of the Maharashtra Pollution Control Act. 1969, and the rules made thereunder as also with any condition which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To build as per agreement

(i) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto.

Plans to be submitted before building.

(j) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Executive Engineer, and a No Objection Certificate Shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations.

Indemnity.

(k) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.

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(l) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all by-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

To build according to rules.

(m) To observe and conform to all rules, regulations and byelaws of the Local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workman and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfaction of the Executive Engineer, and shall not without the previous consent in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

Sanitation.

(n) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

Alterations

(o) Throughout the said term at the Lessee's expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To repair

(p) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workman or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

To enter and inspect.

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Nuisance.

(q) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners occupiers or residents of other premises in the vicinity.

User

(r) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

Insurance

(s) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer, and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

Delivery of
possession.
after expiration.

(t) At the expiration or sooner determination of the said term quietly to delivery upto the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all municipal and other taxes, rates and





and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed.

(u) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

Not to assign

(v) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignment to be registered with Lessor.

(w) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are ablebodied and whose lands are acquired for the purpose of the said Industrial Area.

To give Preference in employment of Labour.

(x) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Notice in case of death

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code. 1966 (XLI of 1966).

Recovery of Rent fees etc. as land revenue

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally

Rent fees etc in arrear.

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demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Lessor's
Covenant for
peaceful
enjoyment.

5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Registration
of estate
rules

6. The layout of the Industrial Area and the building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal of
Lease.

7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of ninety five years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations hereinbefore contained except this covenant for



renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Costs and charges to be borne by the Lessee.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

Marginal notes.

IN WITNESS WHEREOF Shri. _____
the General Manager (Legal)/Regional Officer of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as Plot No _____ in the _____ Industrial Area within the Village limits of _____ and within/outside/the limits of Municipal Council, Taluka and Registration, Sub-district _____ District and Registration District containing by admeasurement _____ Square Meters or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say—

On or towards the North by
On or towards the South by
On or towards the East by
On or towards the West by

SECOND SCHEDULE

(Building Regulations)

1. The total built up area shall not be more than a half of the total area of the plot, a strip of not less than 5 metres shall be left open to the sky on the periphery of the plot.

2. The open space shall be utilised for the purpose of planting trees. Atleast one tree shall be planted per 200 square

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meters and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

3. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.

4. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the Officer authorised by the Lessor.

5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor, and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of said Officer.

6. The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Maharashtra Pollution Control Act, 1969, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

7. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

8. No temporary or semi-permanent structure shall be built on the plot, except during the period of construction (or reconstruction in future).

9. The final working drawings to be submitted for the approval of the Lessor shall include :

- (i) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre,
- (ii) 4 cms to 1 metre details when required,
- (iii) Block plan drawn to a scale of 1 cm. to 5 metres showing the layout with the proposed building shown coloured red therein.
- (iv) Any other details or particulars required by the Lessor.

The above mentioned drawings and specifications shall be submitted in triplicate.



MP

GAN

THIRD SCHEDULE
(List of Obnoxious Industries)

1. Fertiliser manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast Plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise vibration or fire-hazards.

RRR

RRR

SIGNED, SEALED AND DELIVERED

by ~~Shri~~ Smt. S. P. Patwardhan

The ~~Chief Executive Officer~~/the Deputy
~~Chief Executive Officer~~ / the ~~Regional~~
~~Officer~~/the General Manager ~~Legal~~/Area
 Manager of the withinnamed Maharash-
 tra Industrial Development Corporation
 in the presence of—



Smt. S. P. Patwardhan
 Smt. S. P. Patwardhan
 Area Manager

(1) N. V. Umajikar

 MIDE

(2) V. S. Yedgaonkar

 MIDE

The Common Seal of the abovenamed
 Licensee MESSRS Audyogik

Shikshan Mandal

was, pursuant to a Resolution of its Board
 of Directors passed in that behalf on the
 12th day of September 1992
 affixed hereto in the presence of

Shri Dr. R. R. Pachpande

and Shri _____

Director / Directors of the company

who, in token of having affixed the Com-
~~pany's~~ Seal has set his hand/have set
 their respective hands hereto, in the
 presence of—

(1) N. V. Umajikar

 MIDE

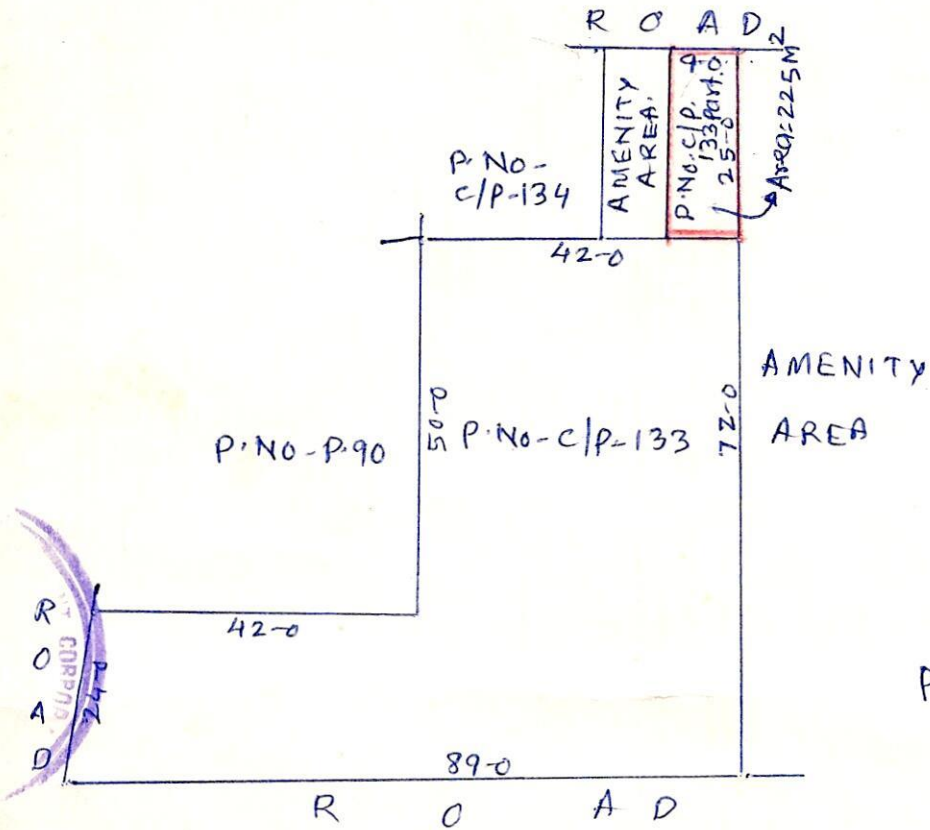
(2) V. S. Yedgaonkar

 MIDE

Founder & Secretary, Audyogik Shikshan Mandal's
 INSTITUTE OF BUSINESS MANAGEMENT & RESEARCH
 (Recognized and Affiliated to University of Poona)
 D. C. Block 'C' Pimpri Industrial Area,
 CHINCHWAD, PUNE 411019.

PRP

Pimpri Industrial Area 'C' Block
VILLAGE Chinchwad..... TAL. HAVELI,
DIST. PUNE SCALE 1 CM = 10 Mts



Prepared by

B. S. Thombare
 6/11/94

B. S. THOMBARE
 Head Surveyor
 M.I.D.C; Pune.

S. P. Patwardhan

Founder & Secretary, Aadyogik Shikshan Mandal's
INSTITUTE OF BUSINESS MANAGEMENT & RESEARCH
 (Recognized and Affiliated to University of Poona)
 M.I.D.C. Block 'C' Pimpri Industrial Area,
 CHINCHWAD, PUNE 411019.



S. P. Patwardhan
Smt. S. P. Patwardhan
 Area Manager

12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulations hereunder written the former shall prevail.

Conflict between Agreement and Rules.

13. For the purposes of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/the Regional Officer/the Assistant Law Officer/the Area Manager and any other officer specially authorised by the Chief Executive Officer.

IN WITNESS WHEREOF Shri A. L. Garhal

the Chief Executive Officer, the Deputy Chief Executive Officer the Regional Officer/the Assistant Law Officer/the Area Manager of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Licensee hath affixed the Common Seal of the Company. hereunto the day and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No. (s) P-90 in the Pempri Industrial Area, within the village limits of Chendwad and within the limits of Pempri chendwad Municipal Council/outside the limits of Harachi Municipal Council, Taluka Purna District Purna containing by admeasurement 2015.70 Square Metres or thereabouts and bounded as follows, that is to say—

- on or towards the north by— Road
- on or towards the south by— MIDC Land
- on or towards the east by— MIDC Land Flatted type building.

RIDER - II

and shall utilise the said open space for the purpose of planting trees and for no other purpose whatsoever (one tree 200 square metres and one tree at a distance per 15 metres frontage of road of part thereof)

- 1 The total built up area shall not be more than a half of the total area of the plot; a strip of not less than five metres shall be left open to the sky on the periphery of the plot.
2. The Licensee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is set out in the Third Schedule hereunder written.

3. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of the premises and in accordance with the plans and elevations approved by the officer authorised by the Grantor.

4. The Licensee shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of Water Pollution Act, 1969, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the officer authorised by the Grantor and no addition or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said officer.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark, the officer authorised by the Grantor shall allocate this obligation suitably.

7. No temporary or semi-permanent structure shall be built on the plot, except during the period of construction (or re-construction in future).

8. The final working drawings to be submitted for the approval of the Grantor shall include—

- (1) Plans, elevations and sections drawn to a scale of 1 cm, to 1 metre.
- (2) 4 cms. to 1 metre details when required.
- (3) Block plan drawn to a scale of 1 cm. to 5 metres showing the layout with the proposed building shown coloured red therein.
- (4) Any other details or particulars required by the Grantor.

The above mentioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry.

3. Ammonia manufacture.



4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallow, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration,
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at..... theday ofOne Thousand nine hundred and.
 BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and having its Principal Office at Orient House, Mangalore Street, Ballard Estate, Bombay-400 038, hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND MESSRS _____

_____ a Company incorporated under the Indian Companies Act VII of 1913/ _____ Companies Act 1956 and having its registered office at _____

_____ hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Other Part :

Recitals. WHEREAS by an Agreement dated the day of 198 and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

AND WHEREAS pursuant to the said Agreement the certificate of completion thereby contemplated has been granted :

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. _____ approximately per annum :

NOW THIS LEASE WITNESSETH as follows :—

Description of land.

1. In consideration of the premises and of the sum of Rs. _____

(Rupees _____)

paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor (both hereby demise unto the Lessee ALL that piece of land known as plot No. _____ in the Industrial Area, and within/outside the limits of _____ Municipal Council, within the Village limits of _____ Taluka and Registration sub-District _____

District _____

District and Registration containing by admeasurement _____ square metres or

thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto

the Lessee for the term of _____ years computed from the first day

of _____ 19 ___ subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder



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PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. The Lessee with intent to bind all persons into whosoever hands the demised premises may come doth hereby covenant with the Lessor as follows :— Covenants by the Lessee.

(a) During the said term hereby created to pay unto the Lessor the said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions. To pay rent.

(b) To pay all existing and future taxes, rates, assessments, and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises, and anything for the time being thereon. To pay rates and taxes.

(c) Throughout the said term hereby created to pay to the Lessor from time to time such recurring fees in the nature of service charges as may from time to time prescribed by the Government of Maharashtra under Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor. To pay fee or service charges.

(d) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease. Not to excavate.

(e) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct thereto as hereinafter provided on any portion of the said land out side the building line shown upon the said plan hereto annexed. Not to erect beyond building line.

(f) The Lessee having at its own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned)— Access Road.

(g) The Lessee shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969, and the rules made thereunder as also with any condition which may from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid. To comply with the provisions of Maharashtra Prevention of Water Pollution Act, 1969.

To build as per agreement. (h) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto.

Plans to be submitted before building. (i) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations.

Indemnity. (j) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.

To build according to rules. (k) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

Sanitation. (l) To observe and conform to all rules, regulations and byelaws of the Local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

Alterations (m) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

To repair. (n) Throughout the said term at the Lessee's expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.



(o) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee. To enter and inspect.

(p) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners occupiers or residents of other premises in the vicinity. Nuisance.

(q) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Prevention of Water Pollution Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever. User

(r) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer, and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened. Insurance.

(s) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed. Delivery of possession. after expiration.

Not to
assign

(t) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

Assignment
to be
registered
with Lessor.

(u) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

To give
preference
in employ-
ment of
Labour.

(v) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are ablebodied and whose lands are acquired for the purpose of the said Industrial Area.

Notice in
case of death

(w) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Recovery
of Rent fees
etc. as land
revenue

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Rent fees
etc. in
arrear.

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.



5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Lessor's
Covenant for
peaceful
enjoyment.

6. The layout of the Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Registration
of estate
rules

7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writting to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of ninety five years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

Renewal of
Lease.

8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Costs and
charges to
be borne by
the Lessee.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

Marginal
notes.

IN WITNESS WHEREOF Shri.....
the Assistant Law Officer/Regional Officer of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as Plot No. in
the Industrial Area within the Village
limits of and within /outside the limits of Municipal
Council, Taluka and Registration, Sub-district
District and Registration District
containing by admeasurement Square Metres or
thereabouts and bounded by red coloured boundary lines on the
plan annexed hereto, that is to say—

87

On or towards the North by
 On or towards the South by
 On or towards the East by
 On or towards the West by

SECOND SCHEDULE
 (Building Regulations)

1. The total built up area shall not be more than a half of the total area of the plot, a strip of not less than 5 metres shall be left open to the sky on the periphery of the plot.

2. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.

3. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the Officer authorised by the Lessor.

4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor, and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.

5. The Lessee shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of Water Pollution Act, 1969, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

7. No temporary or semi-permanent structure shall be built on the plot, except during the period of construction (or reconstruction in future).

8. The final working drawings to be submitted for the approval of the Lessor shall include :

- (i) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre.
- (ii) 4 cms to 1 metre details when required.
- (iii) Block plan drawn to a scale of 1 cm. to 5 metres showing the layout with the proposed building shown coloured red therein.
- (iv) Any other details or particulars required by the Lessor.

The above mentioned drawings and specifications shall be submitted in triplicate.



THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertiliser manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis,
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture
15. Dye-stuff and pigment manufacture,
16. Turpentine, paints, varnish or size manufacture or refining,
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast Plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise vibration or fire-hazards.

SIGNED, SEALED AND DELIVERED

by Shri A. L. Gavhal

The Chief Executive Officer / the Deputy Chief Executive Officer / the Regional Officer / the Assistant Law Officer / the Area Manager of the withinnamed Maharashtra Industrial Development Corporation in the presence of—



A. L. Gavhal
A. L. GAVHAL
Area Manager
Maharashtra Industrial Development Corporation

(1) Shri K. G. Kad.
Asst. M.D.C. Poona-42

(2) Smt. S. P. Patwardhan
A.M. M.D.C. Poona-42

Patwardhan

The Common Seal of the abovenamed Licensee MESSRS Audyogik Shiksha Mandal, Jaitihli Business

was, pursuant to a Resolution of its Board of Directors passed in that behalf on the 19th day of March 1986, affixed hereto in the presence of—

Shri Dr. R. R. Pachpande
and Shri Secretary
Director // Directors of the Jaitihli Company

who, in token of having affixed the Company's Seal has set his hand/have set their respective hands hereto, in the presence of—

1. Shri K. G. Kad.
Asst. M.D.C. Poona-42

2. Patwardhan
Smt. S. P. Patwardhan
A.M., M.D.C. Pune.

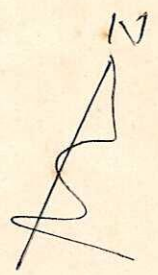
Patwardhan
Prof. Dr. R. R. Pachpande
Institute of Business Management & Research
C/o. Jyoti English School
S. No. 10/2 Nehru Nagar, Pimpri Pune-18.

management & Research.

PIMPRI INDUSTRIAL AREA (C BLOCK)

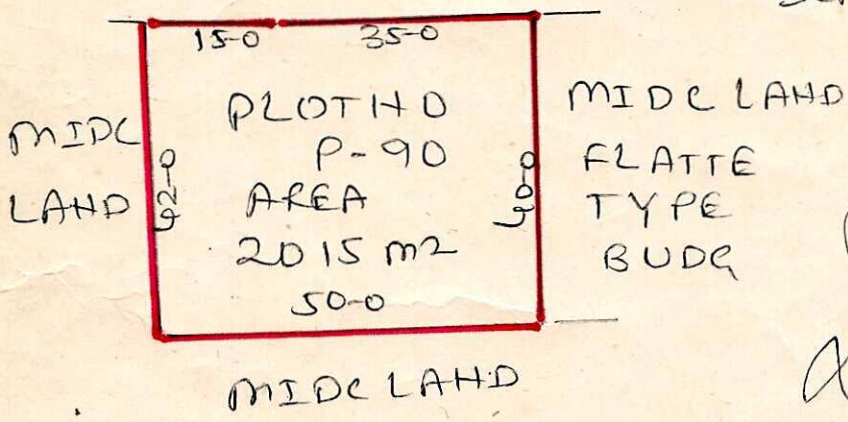
VILLAGE CHINCHWAD

DIST PUNE



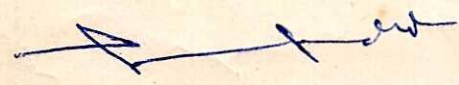
SCALE 1 CM = 10 METERS

ROAD



Prepared by

(Signature)
23.4.86
(A. D. Gosavi)
Surveyor



Prof. Dr. R. R. Pachpande
Institute of Business Management & Research
C/o. Jyoti English School
S. No. 101/2 Nehru Nagar, Pimpri Pune-18.



(Signature)
A. L. GAVHAL
Area Manager
Maharashtra Industrial
Development Corporation



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Telephone No. (020) 27472219, Fax No. (020) 27474508, E-mail: enquiry@midcindia.org, Website: www.midcindia.org
M.I.D.C. Office - Executive Engineer, MIDC, Civil Division, Telen Road, Near Chinchwad Station, Chinchwad, Pune-19.

No. MIDC/SPA/ D-27543

Date: 10/12/2020

PART OCCUPANCY CERTIFICATE

To,
M/s. Audyogik Shikshan Mandal,
Plot No. P-90, CP-133, CP-133/2, CP-133 Part, 'C' Block
Pimpri Chinchwad Industrial Area,
Chinchwad, Pune-19.

Sub:- Issue of Occupancy Certificate for Buildings on Plot No. P-90, CP-133, CP-133/2, CP-133 Part, 'C' Block, MIDC, Pimpri Chinchwad Indl. Area.

- Ref: 1. On Line application vide SWC No- 723385 dt. 18/11/2020.
2. Building Completion Certificate By Architect / Licence Engineer dt. 03.03.2020.
3. Final Fire N.O.C. issued vide letter No. MIDC/EE(C)/A-85463 dt. 04.03.2020.
4. Plans approval vide letter No.SPA/ B-10539 dt. 10.05.2016.
5. Site Inspection Report submitted by designated Site Inspector dt. 19/11/2020.

Dear Sir,

This is certify that, the development work of *Educational Building* having total built up area- 1095.29 sq.m. on Plot No. P-90, CP-133, CP-133/2, CP-133 Part, 'C' Block situated at Pimpri Chinchwad Industrial Area, MIDC, Dist. Pune, is completed as per details mentioned in Annexure A under the supervision of Architect Shri. Vishal Salve (License No. CA/2006/37955).

As requested vide ref. no. 1 & as per site inspection report vide ref no. 5, you are permitted to part occupy this building having total built up area- 12923.53 sq.m. (FSI-1.427).

Thanking you,

Yours faithfully,

SANJAY
VENKATRAO
KOTWAD

Special Planning Authority
And Executive Engineer,
MIDC, Civil Division
Chinchwad, Pune -19

Encl : Annexure A

Copy to :

- Concerned Regional Officer(1), MIDC, Pune is requested to upload & update online LMS record of said plot & Plot Master Data accordingly.
- Copy f.w.c.s. to the Addl. Commissioner, Property Tax, PCMC, Pimpri, Pune-18 for information.
- Deputy Engineer, MIDC, Civil Sub Division, Pune for information.
- Concerned Architect

ANNEXURE A

Accompaniment to letter no. No. No. MIDC/SPA/D-27543 Date: 10/12/2020.

1. Name of the Plot holder : M/s. Audyogik Shikshan Mandal,
2. Address : Plot No. P-90, CP-133, CP-133/2, CP-133 Part,
'C' Block Pimpri Chinchwad Indl. Area
3. Plot area : 9058.00 Sq.M.
4. Approval of Plans : MIDC/SPA/B-10539 of 2016 dt. 10/05/2016.
5. Built-up Area Approved : 13520.19 sq.m
6. Previous BCC issued : 11828.24 Sq.M. Vide A-79409 dt. 28.02.2020
7. Position of construction
on site as per site Inspection
report 19/11/2020 : Completed as per approved plans.
 - a) Built up area completed in : 12923.53 Sq.M.
all respect
 - b) FSI Details : FSI Consumed = 1.427 (i.e. 142.70 %)
8. Remarks as per Site : Building is completed as per
Inspection Report : approved plans & as per MIDC DCR-2009
(submitted by Licence Architect / Engineer)
9. Area that could be considered
as built up area (Sq.m.) : 11828.24 Sq.M. (Existing)
1095.29 Sq.M. (Bldg. No.1- 4th Floor +Terrace)
12923.53 Sq.M.
10. Details of Building Constructed and Built up Area approved :

Sr. No.	Building No.	Built up Area (in sq.m.)
1	Building	12923.53
Total BUA		12923.53

APPROVED

SANJAY
VENKATRAO
KOTWAD

Special Planning Authority
And Executive Engineer,
MIDC, Civil Division
Chinchwad, Pune -19



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Telephone No.(020) 27472219, Fax No.(020) 27474568, E-mail : eepunedn1@midcindia.org, Website : www.midcindia.org
M.I.D.C. Office : Executive Engineer, MIDC, Civil Division, Telco Road, Near Chinchwad Station, Chinchwad, Pune 19.

No. MIDC/SPA/ A-79409

Date: 28/02/2020

PART OCCUPANCY CERTIFICATE

To,
M/s. Audyogik Shikshan Mandal,
Plot No.P-90, CP-133 CP-133 (Part), CP-133/2 'C' Block
Pimpri Chinchwad Industrial Area,
Chinchwad, Pune-19

Sub:- Issue of Part Occupancy Certificate for Buildings on Plot No. P-90,CP-133, CP-133 (Part), CP-133/2 'C', MIDC, Pimpri Chinchwad Indl. Area.

- Ref:** 1. On Line application vide SWC No- **686558**.
2. Building Completion Certificate By Architect / Licence Engineer
dt. 15/02/2020.
3. Final Fire N.O.C. issued vide letter No. MIDC/A-54352
dt.10.02.2020.
4. Plans approval vide letter No.SPA/ B-10539 **dt. 10/05/2016.**
5. Site Inspection Report submitted by designated Site Inspector
dt. 28/02/2020.

Dear Sir,

This is certify that, the development work of **Educational Building** having total built up area- **3676.24 sq.m.** on Plot No. P-90, CP-133, CP-133 (part), CP-133/2 'C' Block situated at Pimpri Chinchwad Industrial Area, MIDC, Dist. Pune, is completed as per details mentioned in Annexure A under the supervision of Architect **Shri. Vishal Salve** (License No. **CA/2006/37955**).

As requested vide ref. no. 1 & as per site inspection report vide ref no. 5 , you are permitted to Part occupy this building having total built up area- **11828.24 sq.m. (FSI-1.306)**.

Thanking you,

Yours faithfully,

**SANJAY
VENKATRAO
KOTWAD**

Digitally signed by SANJAY VENKATRAO KOTWAD
DN: c=IN, ou=Personal,
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email=866c6573d99464a1083702025f,
cn=SANJAY VENKATRAO KOTWAD
Date: 2020.03.04 13:24:17 +05'30'

Special Planning Authority
And Executive Engineer,
MIDC, Civil Division
Chinchwad, Pune -19

Encl : Annexure A

Copy to ;

- Concerned Regional Officer(1), MIDC, Pune **is requested to upload & update online LMS record of said plot & Plot Master Data accordingly.**
- Copy f.w.c.s. to the Addl. Commissioner, Property Tax, PCMC, Pimpri, Pune-18 for information.
- Deputy Engineer, MIDC, Civil Sub Division, **Pune** for information.
- Concerned Architect

ANNEXURE A

Accompaniment to letter no. No. No. **MIDC/SPA/A-79409** **Date: 28/02/2020.**

1. Name of the Plot holder : **M/s. Audyogik Shikshan Mandal,**
2. Address : **Plot No. P-90, CP-133, CP-133 (part), CP-133/2
'C' Block, Pimpri Chinchwad Indl. Area**
3. Plot area : **9058.00 Sq.M.**
4. Approval of Plans : **MIDC/SPA/B-10539 of 2016 dt. 10/05/2016.**
5. Built-up Area Approved : **13520.19 sq.m**
6. Previous BCC issued : **8152.00 M2 (Ref & FSI)**
7. Position of construction on site as per site Inspection report **28/02/2020** : **Completed as per approved plans.**
 - a) Built up area completed in all respect : **11828.24 Sq.M.**
 - b) FSI Details : **FSI Consumed = 1.306 (i.e. 130.60 %)**
8. Remarks as per Site Inspection Report : **Building is completed as per approved plans & as per MIDC DCR-2009 (submitted by Licence Architect / Engineer)**
9. Area that could be considered as built up area (Sq.m.) : **8152.00 Sq.M. (Existing)**
3676.24 Sq.M.
Total - 11828.24 Sq.M.

10. Details of Building Constructed and Built up Area approved :

Sr. No.	Building No.	Built up Area (in sq.m.)
1	Building	11828.24
Total BUA		11828.24

APPROVED

**SANJAY
VENKATRAO
KOTWAD**

**Special Planning Authority
And Executive Engineer,
MIDC, Civil Division
Chinchwad, Pune -19**

Digitally signed by SANJAY VENKATRAO KOTWAD
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cn=SANJAY VENKATRAO KOTWAD
Date: 2020.03.04 13:24:52 +05'30'

Maharashtra Industrial Development Corporation

(A Government of Maharashtra Undertaking)

POSSESSION RECEIPT

1) i. B.S. Thombare Head Surveyor on behalf
of the Maharashtra Industrial Development Corporation and

Shri R. R. Pachpande secretary, on behalf

of Shri/M/s. Audyogik Shikshan Mandal, Pimpri-Chinchwad

have this day respectively handed over and taken over the possession of Plot No. C.P. 133/2

admeasuring 2818-0 Sq. mtrs. in Phase 'C' Block of the Pimpri

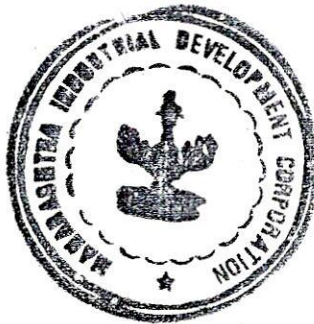
Industrial Area, Dist. Pune after actual measurement and demarcation of the plot on the site

Place : Pune

Date : 2/1/96

Handed over by

B.S. Thombare
Head Surveyor MIDC, Pune-5.
(Signature of the officer With designation)



Taken over by

R. R. Pachpande
(Signature of the allottee or representative
with his designation.)

Received
R. R. Pachpande
2-1-96

000267

True copy
Dorziwal
03/01/2020
Area Manager
M. I. D. C. Pune 3.
3/1/2020

5. The term and conditions of allotment of land will be those as contained in the standard form of Agreement to Lease and the Lease annexed an thereto and are in substance as follows :

(a) the allottee shall enter into an agreement to lease in the form prescribed by the corporation and on performance of the conditions will be entitled to a Lease for the terms and ninety five (95) years to be computed from the date of execution of the Agreement to Lease and renewable for one further term of 95 years on payment of premium and on such terms and conditions as may be determined by the Corporation at the time of renewal.

(b) the annual ground rent of Re.1/- p.a. is payable in respect of plot of land allotted.

(c) The allottee shall get the plans and specifications or the proposed factory buildings duly approved by the Executive Engineer of the said Industrial Area and build and complete the said building in accordance with the approved plans and shall obtain a completion certificate from Executive Engineer and the said Industrial area within prescribed period.

(d) the allottee shall not directly or indirectly transfer or assign the benefits of the Agreement to lease or part with the possession of the land or any part thereof without the previous consent of the who may refuse it or grant it subject to such conditions as the Corporation may think fit including a conditions imposing additional premium.

(e) the allottee shall be entitled to use the land for the purpose of a factory but not for any of the obnoxious industries specified in the annexure set out in the schedule to the Agreement to lease and shall not use the said land or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason or emission of odour, liquid-effluvia dust, smoke, gas, noise, vibration or fire-hazards.

(f) the terms and conditions of allotment shall be those contained in the prescribed forms of Agreement to lease and the Lease.

(g) the stamp duty in respect of the preparation and execution of the Agreement to lease and its duplicate as also the lease and its duplicate in respect of the allotted plot of land as also the Legal costs for the preparation and execution of those documents including the registration fee shall be borne and paid by the allottee alone.

(h) the allottee shall please submit their application to Local M.S.E.B. and Telephone authority for power and telephone connections their plot immediately after they get possession of the above plot.

To,

M/s Audyogik Shikshan Mandal
Pimpri-Chinchwad Plot No.
B-90 C block MIDC
Chinchwad, Pune-411013, 242

Shik
11/8

MP
DR. S. P. PATWARDHAN
AREA MANAGER

Copy submitted to the Chief Planner, MIDC, Bombay ~~93~~ *93* **Dt. 14/8/95** **Pune-19**

Copy f.w.cs. to the Executive Engineer, MIDC,

Copy f.w.cs. to the General Manager, **Dt. 14/8/95** **Pune-19.**

Copy to Dy. Engineer, MIDC

ISSUED
Dt. 14/8/95

Division No. 1,
Pune-19
Date:- 24/1/85

To,
M/S ~~Shri. R. R. Pachpande~~

30/1/85

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

POSSESSION RECEIPT

I. A. D. Gosavi

Maharashtra Industrial Development Corporation on behalf of the
Shri Dr. R. R. Pachpande Secretary, Institute of Business Management and Research

Audyogik Shikshan Mandal's have this day respectively
handed over and taken over the possession of Plot No. P. 90
measuring 2015 sq. mtrs. in Phase B Block of the
Pimpri Industrial Area, Dist. Pune after actual
measurement and demarcation of plot on the site.

Place : Pune

Date : 23/1/85

Handed over by

Taken over by

A. D. Gosavi
(Signature of the officer with designation)
Sundar



(Signature of the allottee or representative with his designation.)

MCD/181285..

Prof. Dr. R. R. Pachpande
Institute of Business Management and Research
S. No. 10, New...