

A/1/603

5000Rs.



LEASE DEED FOR LAND IN THE INDUSTRIAL AREA KHEDA,

TEHSIL DHAR, DISTT. DHAR, MADHYA PRADESH

This deed is made the 3<sup>rd</sup> day of July TWO THOUSAND between the Governor of Madhya Pradesh, acting through the Managing Director M.P. Audyogik Kendra Vikas Nigam (Indore) Limited Indore (hereinafter called the lessor which expression shall, where the context so admits, include his successor in office of the one part and M/S MANISH AGRO-TECH PVT LIMITED acting through SHRI MANISH CHOTHWANI S/O SHRI ANANDRAM DIRECTOR, and having its registered office at 571, VIKRAM TOWER, SAPNA SANGEETA ROAD, INDORE hereinafter called the 'Lessee which expression shall, where the context so admits, include its successors and permitted assigns of the other part).

For Manish Agro-Tech Pvt. Ltd.

*Manish Chothwani*  
Director.

*M.P. Audyogik Kendra Vikas Nigam (I) Ltd.*  
Managing Director  
M. P. Audyogik Kendra Vikas Nigam (I) Ltd.  
INDORE - 462001 (M.P.)

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 2000 के बीच एग्रीकल्चर जॉर्नल के लिए

स. के. जे. एम. उर्फ

हस्त-लिखित

*(Handwritten signature)*



मनीष कुमार जैन  
 स्टान्म कुम्हार, धार

मौजिद प्रतिनिधित्व	187482-
मौजिद प्रतिनिधित्व	9375-
उपेकर	3-
कुल	<u>196860-</u>

*(Handwritten signature)*  
 उप-निदेशक, धार

For Manish Agro-Tech Pvt. Ltd.  
 श्री मनीष ७/० डान-हराम - जेधकर्ता  
 Director

क द्वारा उप-निदेशक  
 जिला कार्यालय  
 धार 2000

2000 वरु  
 Manish Agro-Tech Pvt. Ltd.  
 उप-निदेशक, धार





Where as upon the request of the lessee, the lessor has agreed to grant to the lessee, subject to the terms and conditions hereinafter specified, a lease of the piece of a land in the Industrial Area KHEDA, DHAR comprising of an area admeasuring approximately 24044 Sq. meters or there about, situated at Industrial Area KHEDA of Tehsil DHAR of the DHAR District

(M.P). More particularly described in the Schedule and the plan hereto annexed and thereon colored in red (hereinafter referred to "the said land") for a term of NINETY NINE years commencing from *Third July Two thousand* and ending on *Second July Two Thousand Ninety Nine* for the purpose of construction and establishing thereon a factory for the manufacture of SOLVENT EXTRACTION & OIL CAKE FROM MINOR SEEDS, RAPE SEEDS ETC. (hereinafter referred to as the said business).

And whereas the lessee has agreed to take the lease on the said terms and conditions. Now therefore this deed witnesseth and it is here by agreed and declared as follows:

1. In consideration of the premium and rent (for the above said

For Manish Agro-Tech Pvt. Ltd.

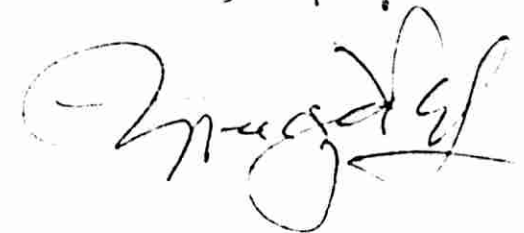
*Manish*  
Director.


*M.P.*  
Managing Director  
M. P. Agro-Tech Pvt. Ltd.  
INDORE - 452001 (M.P.)

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 ए.के.वी.एन. इन्डिया  
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 मनीष कुमार  
 राज्य सेक्रेटरी

For Manish Aggarwal  
 श्री मनीष ए/० आनन्दराम चौधरी  
 Director  
 नि - ११ विद्यानगर, इंदौर

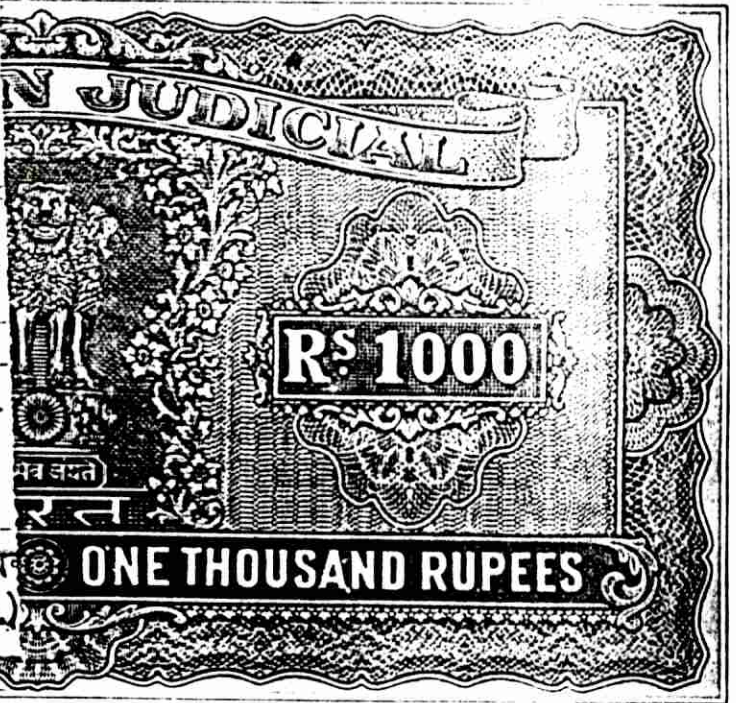
जन्म दिनांक...  
 पता...  
 लीज...  
 R- 48389/-  
 P- 1935543/-

1. श्री प्रकाशचन्द्र ए/० मांगीलाल जैन  
नि - 279 एम.जी. रोड, धार
2. श्री मोहनलाल ए/० श्री किशानु इन्डोरेय



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विक्रय की कीमत का अंश, तारीख व कीमत का अंश जो मुहरबन्द लिखा गया हो उसके ऊपर लिखा हुई राशि	तादा फीज (अगर हो तो) दाखल गूदा	रजिस्ट्री के प्राहुरदार के छंटे दस्तखत	
	नगीर अ. 3185 Pren. 19 35542/ Red. 48389/	147660/-	



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land) herein reserved and the covenants on the part of the lease herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land to hold the same for the purpose of SOLVENT EXTRACTION & OIL CAKE FROM MINOR SEEDS, RAPE SEEDS ETC. for a period of NINETY NINE years commencing on the date on which the possession of said land/premises is handed over to the lessee.

1. (A) The lessee hereby agrees to take possession of the land leased out to him within thirty days from the date of execution of the lease deed and he further agrees to take possession of the land in the condition as it exists on that date .

2. The lesse having, paid to the lessor for said land the Advance Rent of Rs. 48389.00 (RS. FOURTY EIGHT THOUSAND THREE HUNDRED EIGHTY NINE ONLY) Premium of Rs. 19,35,542.00 (Rs. NINETEEN LACS THIRTY FIVE THOUSAND FIVE HUNDRED FOURTY TWO ONLY) as prescribed under Rule 10 of the Madhya Pradesh Industries (Allotment of sheds, plots and land) Rules, 1974 (hereinafter referred to as the said Rules) and deposit for the said land

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व्यक्तियों के साथ



For Manish

Manish  
Director

मनीष कुमार जैज  
स्टाम्प नुम्बर, धार

श्री मनीष  
निर्देश मेरे सम्बन्ध में  
की लिया गया।

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M.A.A.

मेरे द्वारा यह संतुष्टि क्रिये पश्चात्  
यह प्रलेख श्री एस. सी. देव  
नामक श्री के Managing Director  
M.P. A. K. V.N. Indore  
के द्वारा जारी किया गया है।  
दिनांक 22/08/2000

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three years rent Rs. 1,45,167.00 ( Rs. ONE LAC FOURTY FIVE THOUSAND ONE HUNDRED SIXTY SEVEN ONLY) as security amount before the execution of this deed.

Thereafter, during the term of the lease the lessee shall pay to the lessor Annual Ground Rent of Rs.48389.00 (RS. FOURTY EIGHT THOUSAND THREE HUNDRED EIGHTY NINE ONLY) Annual Development fund for maintenance of Industrial Area Rs. 48389.00 (RS. FOURTY EIGHT THOUSAND THREE HUNDRED EIGHTY NINE ONLY) and such other sums as may be determined in accordance with Clause 3 here under on or before 10th day of January of each year in the office of the Managing Director, M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd. Indore or such place or places as the Managing Director may direct from time to time.

2 (A) The charges of development and maintenance of Industrial Area and street light charges are subject to revision from time to time and the lessee hereby agrees to pay the revised charges so fixed by the lessor from time to time.

For Manish Agro-Tech Pvt. Ltd.

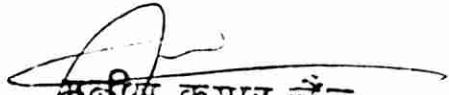
Director,

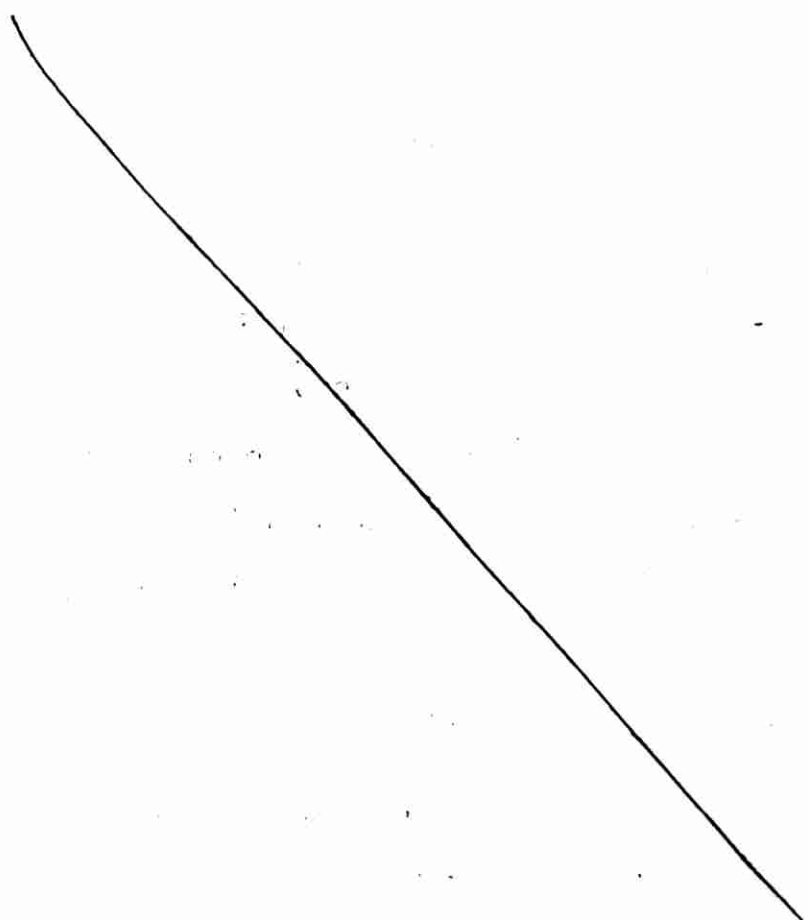
Managing Director  
M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd.  
Indore

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3. If the yearly rent of the land / premises and annual development fund for maintenance of Industrial Area or any part thereof is not paid within one month after the date prescribed by the Managing Director, AKVN, the same will have to be deposited with interest @ 18% per annum for the first one year/12 months of such default and @ 24% per annum for the remaining period thereafter.

4. The ground rent of Rs. 48389.00 (RS. FOURTY EIGHT THOUSAND THREE HUNDRED EIGHTY NINE ONLY) per annum shall be liable to be increased on expiry of 30 years from the date of execution of this deed and also at subsequent intervals of 30 years, provided that the increase on each occasion may not exceed one quarter of the rent fixed for the proceeding 30 years.

5. The lessee shall from time to time and at all times during the term of the lease pay and discharge except as aforesaid, all taxes, rates, assessments and other charges and outgoings which are or may at any time hereafter during the said terms be


For Manish Agro-Tech Pvt Ltd

*Manish*  
Director.

*AKVN*  
Managing Director  
Manish Agro-Tech Pvt Ltd  
2000 (1000)

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assessed, charged or imposed upon the said land/premises whether on the land lord or on the tenant.

6. The lessee hereby agrees that he shall within a period of one year, in the case of Small Scale Industry, and within a period of three years, in the case of Large and Medium Scale Industry, from the date of his taking over possession of the land implement the project and go into PRODUCTION.

7. The lessee hereby agrees that he shall utilise the complete land leased out to him hereunder for implementation of the project or for its expansion within a period of three years in case of SSI and five years in case of Medium and Large Scale Industries for the above said purpose.


8. The lessee further agrees that if he is unable to utilize the complete land leased out to him within the period prescribed in clause 6 or 7 the lessors shall have the right of re-entry in the surplus unutilised land without payment of any sort of compensation after giving due opportunity for representing his

For Manish Agro-Tech Pvt. Ltd

Director.

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case and providing satisfactory reasons for not utilising the remaining land within the prescribed period. The Lessee also agrees that if he fails to surrender the surplus land he will pay fifteen times of the prevailing Lease Rent annually from the date of expiry of prescribed period.

9. The lessee shall submit to the lessor or any officer authorised by him in writing from time to time, the plans and specifications for the said construction and the construction shall be in accordance with the plans and specifications as may be approved by the lessor.

10. The Lessee Shall use the said premises, land and building structures and works erected or constructed thereon only for the purpose of the said business of manufacturing SOLVENT EXTRACTION & and other allied products as mentioned in project report/provisional registration and for construction of offices, administrative building, godowns and shall not used the same or any other part thereof or permit it or any other part thereof to

For Manish Agro-Tech Pvt. Ltd.

*Manish*  
Director.

*M.P. Audyogik*  
Managing Director  
M. P. Audyogik Kendra Vikas Nigam (I) Ltd.  
INDORE - 462001 (M.P.)

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be used for any other purpose without the previous permission in writing from the lessor.

10.A) The lessee shall not sink well/ tube well without the written permission of the lessor or any other officer authorised by him. The permission will be subject to such terms and conditions as the lessor may deem fit and it will be binding on lessee.

11. The lessee shall, at his own expenses forthwith erect and at all times maintain, repair and keep in good condition all boundary marks and pillars along with the boundaries of the said land according to the demarcation shown in the plan hereto annexed.

12. The lessee shall keep the said premises, land and building erected thereon in a condition fit for habitation and at his own expenses the effluent treatment systems as prescribed by the M.P. Pollution Control Board or the local authority concerned.

For Manish Agro-Tech Pvt. Ltd


*Manish*  
Director.

*AS*  
Managing Director  
M. P. Aushadhi Kendra Vikas Nigam (I) Ltd.  
(INDORE - 452001 (M.P.))

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13. The lessee shall not make any permanent and temporary additions or alterations whatsoever in the said premises without obtaining the prior consent in writing of the Managing Director MPAKVN (Indore) Ltd. The decision of the Managing Director, MPAKVN (Indore) Ltd. with regard to what constitutes additions or alterations, shall be final and binding on the lessee. The lessee may prefer an appeal against the said order of the Managing Director, MPAKVN (Indore) Ltd. to the Chairman MPAKVN, who shall decide the appeal after giving both parties right of being heard.

14. The lessee shall not sublet assign or otherwise transfer or part with possession to others of the said premises/land or any part thereof or any building constructed thereon for any purpose whatsoever, (except as provided in clause 15(A) 19 of the said rule).

For Manish Agro-Tech Pvt. Ltd

*Manish*  
Director.

*Managing Director*  
M. P. Agro-Tech (Kendriya Vastu) Pvt. Ltd.  
INDORE - 462001 (INDIA)

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14 (A) It is clarified that where the mortgage is intended to be created in favor of PFIS or MPAVN or MPFC the permission will be automatic and the lessee will not require any permission from the lessor. If the PFIS or MPAVN or MPFC are required to sub-let or otherwise transfer the properties of the lessor, they will not require any permission of the lessor but will inform the lessor of their intention to do so before and after the actual subletting or transfer has taken place. On getting such information, the lessor, as the case may be, will take such steps and make such amendments in the name of the lessee etc. as may be required, so that the transferee gets the same rights as the original lessee. However, in any sub-letting or transfer, the PFIS, MPAVN and MPFC will take care to ensure that the due or over dues of AKVN's on the lessee are paid.

15. The lessee shall not change the constitution of ownership of the unit without the written prior permission of the Allotting Authority. If due to the change in the constitution the share of the original allottee is reduced to less than 50% of total share


For Manish Agro-Tech Pvt. Ltd

*(Signature)*  
Director,

*(Signature)*  
Managing Director  
M. P. Aardhyogik Kendra Vilas Nigam (I) Ltd.  
INDORE - 452001 (M.P.)

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स्टाम्प बुकर, वार





capital then it will be deemed to be taken that unit has been transferred to some other hand and accordingly the consequent of transfer shall follow and the lessor shall be free to deal with the case accordingly.

16. The lessee shall plant at least fifty trees per hector of land allotted to him at his own cost and shall be responsible to maintain them. The lessee shall not be entitled to recover any expenses on this account. Failure to comply with this condition shall be deemed as a breach of the condition of allotment of the said premises and can be dealt with accordingly.

17. The lessee shall not carry on any offensive trade or business on the said land/premises. The decision of the Allotting Authority with regard to what is offensive trade or business shall be final and binding on the lessee.

For Manish Agro-Tech Pvt Ltd

Director.

Managing Director  
M. P. Aardiyogik Kendra Vikas Nigam (I) Ltd.  
INDORE - 452001 (M.P.)

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18. While using the said land/ premises , if the lessee causes any harm or injury to any person or employees he shall be liable to such person (s) as per law.

19. The lessee shall comply with all Acts. Rules and regulations in force from time to time in respect of the working of the industry.

20. The lessee shall continuously run, during the period of lease, the Factory for which the land/premises is allotted. Closure of the Factory for a continuous period exceeding six months without proper reasons to the satisfaction of the Allotting Authority shall be considered as a breach of this condition.

21. The lessee shall during the said term keep the said land/premises in a reasonably good condition and carry out immediately all necessary repairs as and when necessity arises.

For Manish Agro-Tech Pvt. Ltd

*Manish*  
Director,

*[Signature]*  
Managing Director  
M. P. Andhra Pradesh Kondra Vikas Nigam (I) Ltd.  
BHOIRE - 452001 (M.P.)

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अध्यक्ष, एस





22. If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for six calendar months in the case of land and two months in the case of premises next after the date whereon the same shall have become due, whether the same shall have been lawfully demanded or not or, if the lessee becomes insolvent and/or goes into liquidation voluntarily or otherwise or if there be any attachment of the said premises or part or there is a breach or non-observance by the lessee of any of the conditions and covenants herein contained and the lessee fails to remedy the breach within sixty days of the notice in writing given by the lessor or becomes insolvent or enters into an agreement with his creditors for composition of the industry, this lease will be deemed to have been terminated and industry, this lease will be deemed to have been terminated and the lessor may, notwithstanding the waiver of any previous cause, have right of re-entry and without prejudice to any right or remedy of the lessor for recovery of rent remaining due under the lease, enter upon the said land/premises and repossess the same as if this demise had not been made.


For Manish Agro-Tech Pvt. Ltd.

*Manish*  
Director.

*Manoj*  
Managing Director  
M. P. Agro-Tech Kontra Vikas Nigam (I) Ltd.  
PORE-652001 (M.P.)

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साम्बलपुर, धारा





23. On the expiry of the lease period or termination of the lease land after the execution of lease deed, the lessor shall have the right of re-entry over the land/premises. On such re-entry, the lessor may refund to the lessee the premium/cost of acquisition paid by the lessee at the time the land was allotted/leased out to the lease in the following manner.

(i) Full premium if surrender of allotted /leased Land occurs in respect of small scale Industry and large and medium industry within one year and three years respectively.

(ii) 10% less if surrender of allotted/leased out of land occurs after one years but within two years and after three years but within four years in respect of Small Scale Industry, and Large/Medium Industry respectively.

(iii) 20% less if surrender of allotted/leased out of land occurs after two years but within three years and after four years but within five years in respect of Small Scale Industry, and Large/Medium Industry respectively.


For Manish Agro-Tech Pvt. Ltd

*Manish*  
Director.

*M.P.*  
Managing Director  
M. P. Aardiyogik Kendra Vikas Nigam (I) Ltd.  
INDORE - 462001 (M.P.)

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(iv) No refund of premium shall be made to the unit not falling under category (i), (ii) and (iii) above. If the land/premises are mortgaged with any Bank or Financial Institution under consent of the MPAKVN or its nominee officer the amount shall be payable to such Bank or Financial Institution under consent of the MPAKVN or its nominee officer the amount shall be payable to such Bank or Financial Institution towards satisfaction of the dues.

24. On termination/surrender of lease, the lessee shall be given an opportunity to transfer or otherwise dispose off the building, plants and machinery and any other construction on the said premises within the period of 3 months in the manner acceptable to the lessor. After the said 3 months period the lessor shall have the full right on all the property left over and is free to dispose it off accordingly. In the case the said leased property is mortgaged with any Bank or the Financial Institution shall have the right to recover its dues by sale of the lease hold

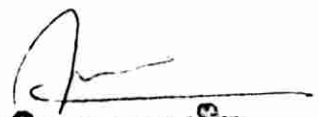
For Manish Agro-Tech Pvt. Ltd

Director.

Managing Director  
M. P. Aadyogik Kendra Vikas N. Sam (I) Ltd  
INDORE - 452001 (M.P.)

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rights over the land and property and the purchaser thereof shall become lessee of the lessor subject to revision of rent upto 100% and shall have to operate a fresh lease deed with the lessor on fresh terms and conditions then prevailing.

25. The lessor may at his discretion, if the lessee shall have duly paid the rent hereby reserved and observed and performed the conditions herein contained at the request and cost of lessee, renew the lease for a further period of FIVE years. Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions therein contained as shall be applicable and such other conditions which may be prevailing then as may be, thought necessary by the lessor.

26. Lessee may surrender the leased area in part or whole by giving to the lessor, THREE calendar months notice in writing of his intention to do so.


For Manish Agro-Tech Pvt. Ltd

*[Signature]*  
Director.

*[Signature]*  
Managing Director  
M. P. Audyogik Kendra Vikas Karam (I) Ltd.  
BANGALORE - 452001 (M.P.)

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27. All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the lessee, subject to such relaxations as may be approved by the lessor in this behalf.
28. It is FURTHER DECLARED THAT THE lessee shall deposit a sum of Rs. 1,45,167.00 ( Rs. ONE LAC FOURTY FIVE THOUSAND ONE HUNDRED SIXTY SEVEN ONLY) as security in pursuance of clause 2 of this lease deed for the due payment of the rent and observance and performance by him of the several conditions herein contained, which shall carry no interest .
29. Upon breach or non-observance by lessee of any of the terms and conditions herein contained it shall be lawful for the LESSOR to forfeit the SECURITY DEPOSIT with interest in case of FDR referred to in clause 33 above, without prejudice to any other right or remedy of the lessor available to it in that behalf/and to resume the possession of the said land/premises.

For Manish Agro-Tech Pvt. Ltd

*Manish*  
Director.

*M.P.*  
Managing Director  
M. P. Aardiyogik Kendra Vikas Nigam (I) Ltd.  
INDORE - 452001 (M.P.)

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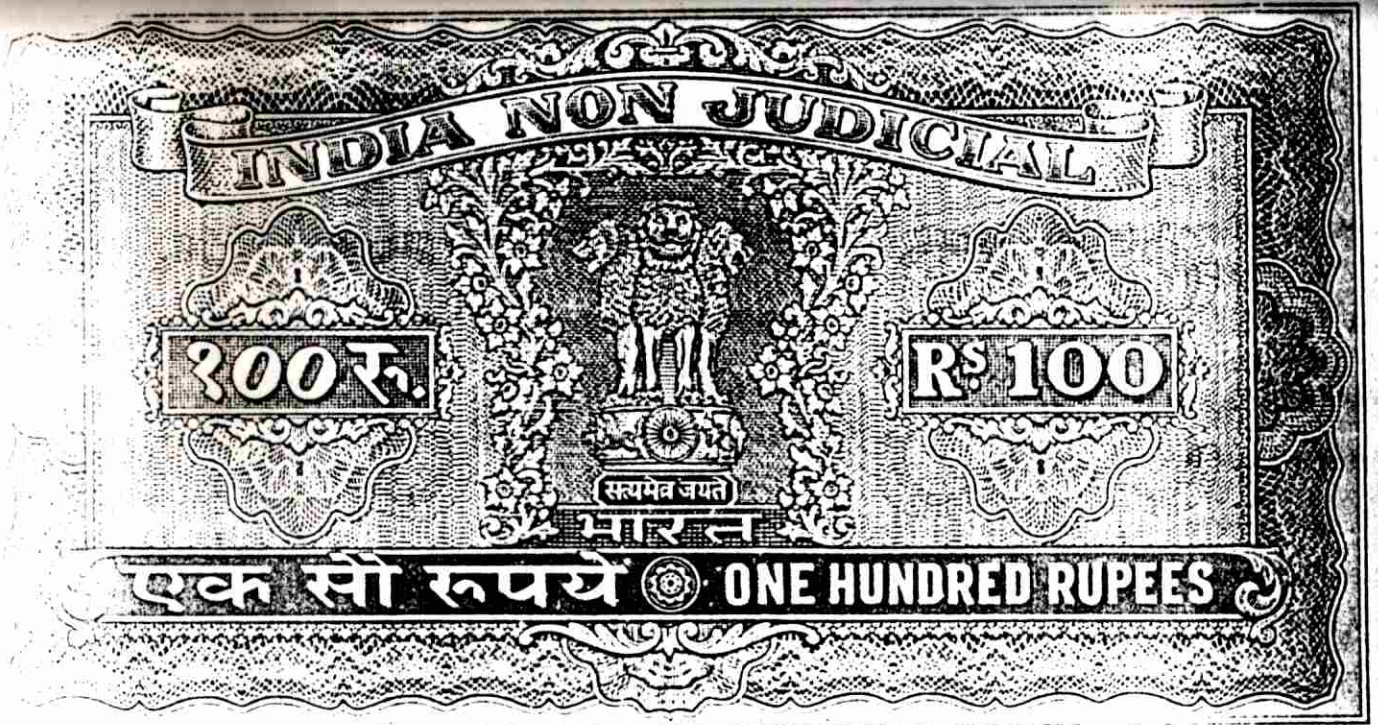
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मनीष कुमार जी

स्टाम्प नंबर, ५५५





30. The security deposit unless forfeited as aforesaid and after deducting all such sums as may be due to and payable by the lessor under these presents, shall be refundable to the lessee after determination of the lease by efflux of time or otherwise.

31. The lessee may file a representation if he is aggrieved by an order of the Allotting Authority as under:

A representation may be filed before:-

The Board of Directors, M.P.Audyogik Kendra Vikas Nigam (INDORE) Limited, or Principal Secretary, Deptt. of Commerce & Industries Govt. of MP, Bhopal against an original order of the Managing Director/Board of Directors, M.P.Audyogik Kendra Vikas Nigam (Indore) Ltd. respectively. However, such a representation shall be made within 30 (Thirty) days of the receipt of an original order. The representation can be accepted after 30 days if good cause is shown for not filling the same within 30 days.

For Manish Agro-Tech Pvt. Ltd.

*Manish*  
Director.

Managing Director  
M.P. Audyogik Kendra Vikas Nigam (I) Ltd.  
INDORE - 452001 (M.P.)

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स्टाम्प न्हेंडर, धार





32. The lessee shall provide regular employment to 1 (No.) persons belonging to those families who have been disposed from their land due to its acquisition for the Industrial Area No. 3 DEWAS within one year of its going into production. The list of persons entitled for consideration under this clause will be as provided by the District Collector.

33. The Managing Director M.P.A.K.V.N. (Indore) Ltd. or any other officer to whom the powers of allotment have been delegated will also be competent to terminate the lease on behalf of the lessor.

34. All sums recoverable under this deed may be recovered as arrears of land revenue.

35. The development works in the Industrial Area will be done by the lessor according to its programme of work and completed as early as possible depending on availability of funds but non-

For Manish Agro-Tech Pvt. Ltd.

*Manish*  
Director.


*Manish*  
Managing Director  
M.P.A.K.V.N. (Indore) Vikas Nigam (I) Ltd.  
Indore-492001 (M.P.)

सं. १८

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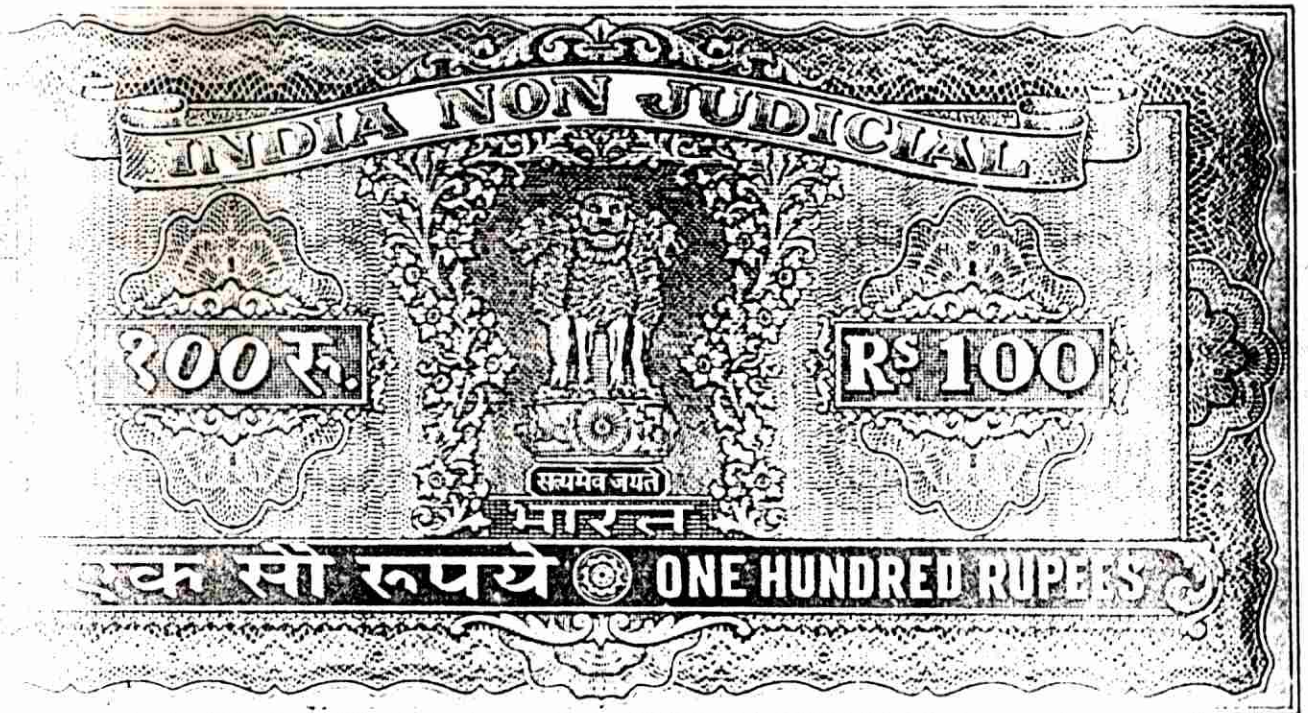
सं. १८



मनीष कुमार जैन  
राम नगर, धार



100Rs.



execution or non completion of any work or non-supply of any facility shall not entitle the lessee to withhold or raise objection to the payment of rent, street light or maintenance charges or any other amount due and payable to the lessor or to claim any type of damages alleged to have arisen out of such delay.

36. In the event of any dispute arising out between the parties in respect of the deed or any other matter whatsoever connected therewith the courts situated at Indore shall have the sole jurisdiction.

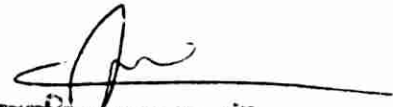
For Manish Agro-Tech Pvt Ltd.

*Manish*  
Director,

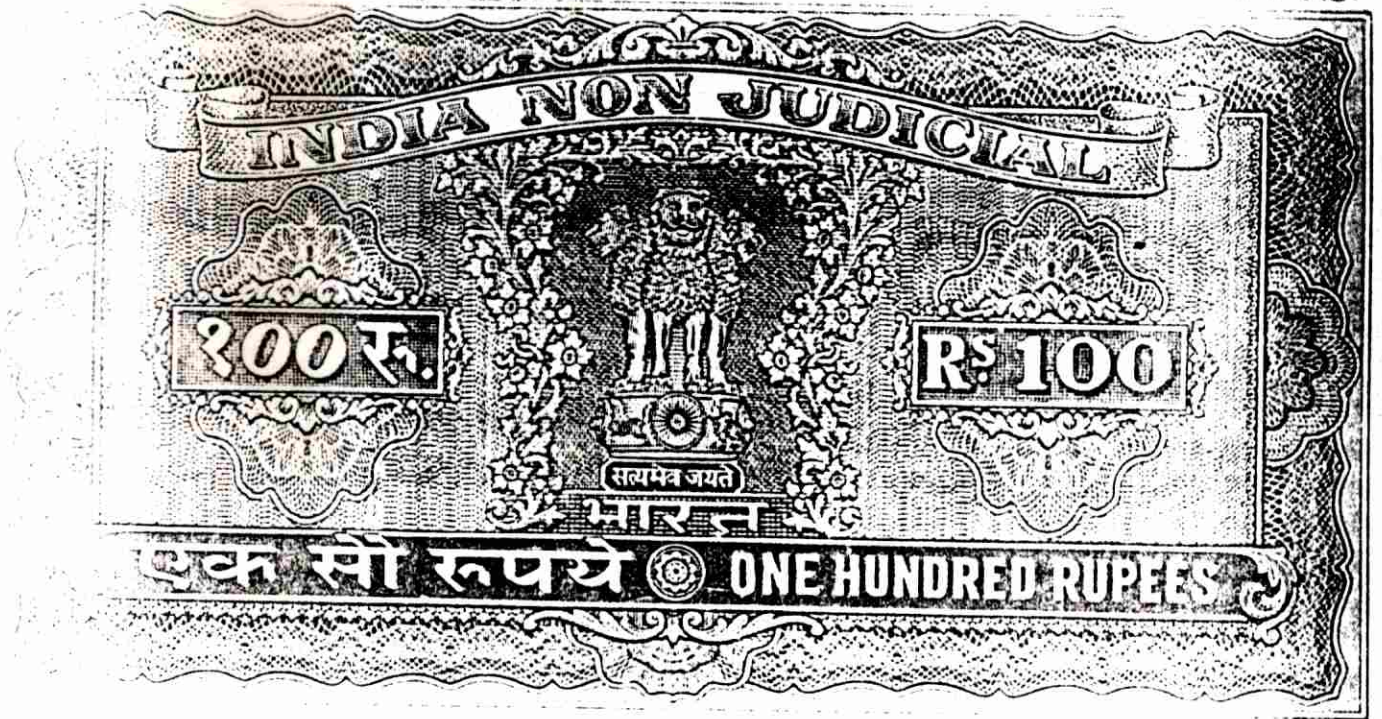
*M*  
Managing Director  
M. P. Andyog Kendra Vikas Nigam (I) Ltd.  
INDORE - 452001 (M.P.)

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संलग्न विज्ञ के साथ संलग्न

  
महोदय, राजस्थान सरकार  
जयपुर, राजस्थान





SCHEDULE

Name of Village : KHEDA  
Name of Tehsil : DHAR  
Name of District : DHAR  
Name of Industrial Area : KHEDA  
Plot No. : 90 & 91  
Area of Plot : 24044 Sq.Mts.

Surrounded By: -

30 M WIDE ROAD : on the East  
30M WIDE ROADS : on the North  
PLOT NO.91-A : on the West  
PVT.LAND & ROAD : on the South

Above details shown in the annexed plan.


For Manish Agro-Tech Pvt Ltd.

*(Signature)*  
Director.

*(Signature)*  
Managing Director  
M P Andhra Pradesh Kendra Vikas Nigam (I) Ltd.  
INDORE - 452001 (I.P.)

₹ 2660  
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सयम रोज के साथ संलग्न





In witness whereof the parties hereto have signed this deed on the date and year respectively mentioned against their signatures.

Witnesses:

1. *[Signature]*  
 S. K. Sahoo  
 M.P. Indore

2. *[Signature]*  
 KAMAL PANDEY  
 M.P. Indore

1. *[Signature]*  
 (Prakash Singh, Indore)

2. *[Signature]*  
 Ravi Shankar Mouni  
 22, Shogarden Nagar  
 Indore

*[Signature]*  
 Managing Director  
 M.P. Audyogik Kendra Vikas Nigam (I) Ltd.  
 Signature of Managing Director  
 M.P. Audyogik Kendra Vikas Nigam  
 (INDORE) LIMITED

DATE 3-7-2018

Signature of the Proprietor  
 M/S MANISH AGRO INDUSTRIES LTD.,

For Manish Agro-Tech Pvt. Ltd.  
*[Signature]*  
 Director

DIRECTOR  
 DATE -----

60112

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9E-01-2000

प्रमाण पत्र के साथ संलग्न



महेश्वर कुमार जैवाल

सहायक निदेशक, 1012

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