

41574
25 SEP 1984

MIDC



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Phone: ~~6725151/53~~
Grams: AERADEV
Telex: 011 - 3789
By: R.P.A.D.
No: 8729

Marol Industrial Area,
Mahakali Caves Road,
Andheri (East),
BOMBAY - 400093.

Date:

20 SEP 1984

To,

M/S. Baldev Engg .P. Ltd.

Room No 2, L.T. Road - Opp

Maharashtra Co . Op . Bank

Borivli (w) Bombay - 92

SUB :- Plot No. B - 10

from Murbad Industrial Area.

file
RRP/B-10

Ex. Engr

Sir/Gentlemen,

P. A. (M)

Sr. Asstt

Sr. Asstt

Section 2.

DB

By an Agreement to Lease dated the 14th day of May 1981 made between this Corporation and yourself, the Corporation agreed to grant to you lease of the above plot of land upon the performance and observance of the obligations and conditions contained therein for the term of 95 years in the manner therein stipulated.

Sub-clauses (a) and (d) of clause 3 and (b) (i) of clause 5 of the said Agreement read as under .

"3 (a) That he will within 6 months of the date hereof submit to the Executive Engineer, Maharashtra Industrial Development Corporation, Division No. 4th nth (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 or pe a icr, Division No. 4th nth

may be assigned) for his approval the specifications, plans, elevations, sections and details of the factory buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall at his own cost and as often as he 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 of the 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."

"3 (d) That he shall within a period of one year from the date hereo commence and within a period of ~~two~~ years from the said date at his own expense and in a substantial and workman like manner and with new and sound materials 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 annexed hereto by way of Second Schedule build and completely finish fit for occupation building to be used as an industrial factory with all requisite drains and other proper conveniences thereto."

"5 (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 fail to observe any of the stipulations on his 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 Corporation 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 or the Corporation against the Licensee."

3. The above stipulations required you to (a) submit the specifications, plans, elevations, sections and details of the factory buildings agreed by you to be constructed on the said plot of land on or before the (b)

14.11.81

commence the construction of the factory buildings on or before the ~~14.5.82~~

_____ and (c) complete the said buildings for being used as an industrial factory on or before the **14.5.85 extended up to 14.5.84**

~~103~~ Although the period stipulated in the aforesaid Agreement for submission of the specifications, plans, elevations, sections, and details is over, you have not yet submitted them for the approval of the Executive Engineer in-charge of the said Industrial Area.

ii) 4. Although the specifications, plans, elevations, sections and details of the factory buildings have been approved by the Executive Engineer in-charge of the said Industrial Area on the _____ you have not commenced the construction of the buildings agreed by you to be constructed thereon.

iii) 4. Although the period stipulated for completion of the factory buildings is over you have not completed the buildings nor produced a completion certificate as provided in the said Agreement.

5. You have thus committed breach of the primary stipulation of the said Agreement and the Corporation has become entitled to exercise its power reserved under sub-clause (b) (i) of clause 5 of the said Agreement to re-enter upon and resume possession of the said plot of land as provided in the said clause.

6. You are accordingly called upon to tender your explanation and to show cause within one month from the date of receipt of this notice why action as pointed out in paragraph 5 above should not be taken.

7. In case you desire to be heard, you may call on the undersigned on any working day during office hours by prior appointment.

8. If no reply is received pursuant to this notice, the Corporation will be free to proceed further to terminate the said Agreement and to re-enter upon and resume possession of the said plot of land forthwith.

Yours Faithfully,

A. B. Rahate
13/19/09
(A. B. Rahate)
Area Manager
DESK VII

Copy to i) Executive Engineer, MIDC Dn. A' nath

ii) Deputy Engineer, MIDC Sub-Dn. Murb-d

include any other Officer to whom the duties or functions 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}/_{Lessees} 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 into 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 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) 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.

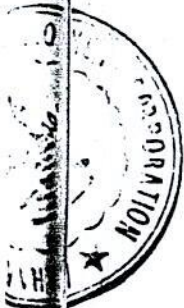
**Not to
excavate.**

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

**Not to
erect beyond
building
line.**

(f) The Lessee/Lessees having at his/its/their own expense constructed an access road leading from the main road to the

**Access
road.**



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.

(g) The Lessee/Lessees 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 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/Lessees 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.

To build according to rules.

(j) 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.

(k) To observe and conform to all rules, regulations and bye-laws **Sanitation.** 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 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.

(l) That no alterations or additions shall at any time be made to **Alteration.** 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.

(m) Throughout the said term at the Lessee's/Lessees' expense **To repair.** 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 drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

(n) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or **To enter and inspect.** 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/Lessees call upon him/it/them to

execute the repairs and upon his/its/their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee/Lessees.

Nuisance.

(o) 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.

(p) 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 of 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.

Insurance.

(q) 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/Lessees 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/Lessees 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.

(r) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED ALWAYS that the Lessee/Lessees shall be at liberty if he/it/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 himself/itself/ themselves all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee/Lessees 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

(s) 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/Lessees' 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

(t) If the Lessee/Lessees shall sell, again or part with the demise premises for the then residue of the said term to deliver at the Lessee's/Lessees' 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.

To give preference in employment of Labour.

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

Notice in case of death

(v) And in the event of the death of the Lessee, 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.

rent fees etc. as Recovery of and Revenue.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee/Lesseees hereunder shall be in arrear the same may be recovered from the Lessee/Lesseees 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/Lesseees 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/Lesseees 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/Lesseees on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee/Lesseees 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/Lesseees 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/Lesseees in remedying such breach or breaches within three months after the giving or leaving of such notice.

21/c

5. The Lessor doth hereby covenant with the Lessee/Lessees that the Lessee/Lessees paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's/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.

Lessor's enjoyment. covent for peaceful

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/Lessees shall have no right to require the enforcement hereof or any of them against the Lessor or any person claiming under the Lessor.

Registration of Estate Rules

7. If the Lessee/Lessees shall have duly performed and observed the covenants and conditions on the part of the Lessee/Lessees 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/Lessees grant to the Lessee/Lessees 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, 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.

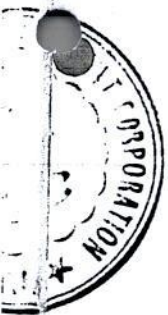
Renewal of Lease.

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

Marginal Note.

IN WITNESS WHEREOF Shri the Deputy Secretary of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the common seal of the Corporation here to on its behalf and

R. D. Desai



the Lessee hath caused its Common Seal to be affixed	there to the
the Lessee has set his hand	
the Lessee have set their respective hands	

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 _____ 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 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/Lessees 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. The Lessee/Lessees 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 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.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee/Lessees. 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.

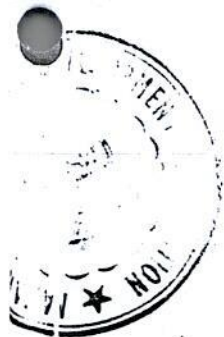
(iii) Block plan drawn to a scale of 1 cm. to 5 metres showing the lay-out with the proposed building shown coloured red therein.

(iv) Any other details or particulars required by the Lessor. The abovementioned 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
etc.



by Shri A. B. Rahale

~~The Chief Executive Officer / the Deputy
Chief Executive Officer / the Administrative
Officer / the Deputy Secretary / the Area
Manager, of the within named Maha-
rashtra Industrial Development Corpora-
tion in the presence of :-~~

Rahale
(A. B. Rahale)
Area Manager,
Maharashtra Industrial Development Corporation



(1) Shri D. R. Khedekar

Khedekar

Misc, Bombay

(2) Shri A. H. Mandape

Mandape

MIRC Bombay 9.3

SIGNED, AND DELIVERED

by the abovenamed Licensee / Licensees
Shri B. D. Desai, prop
M/s Baldev Industries
in the presence of -

for M/s. Baldev Industries

(1) Signature R. J. Javeri

R. D. Desai
(B. D. Desai)
prop

Name R. J. Javeri

Address : Peddor Road
makan - manor 4/1
Bm. 26

(2) Signature R. J. Javeri

Name R. J. Javeri

Address : Peddor Road
Bm. 26

The Common Seal of the abovenamed
 Licensee MESSRS.
 was, pursuant to a Resolution of its
 Board of Directors passed in that behalf
 on the
 day of 19 .
 affixed hereto in the presence of —
 Shri
 Shri
 Director/Directors of the Company who,
 in token of Rowing affixed the seal of
 the Company hereto has/have set
 his/their hand/hands hereto, in the
 presence of —

B.D. Desai

- (1)
- (2)

Received original
 Agreement to lease
 with site plan

B.D. Desai
 14/5/81

TRUE COPY

P. G. Talawadkar
 (P. G. Talawadkar)
 General Manager (Legal)
 I. D. C. Bombay-93.