

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION  
(a Government of Maharashtra Undertaking)

Regional Office, MIDC, Mahape, 3<sup>rd</sup> Floor, A-Wing, Near Lokmat Press, Thane-Belapur Road,  
T.T.C. Indl. Area, Post-Mahape, Navi Mumbai-400 710

Phone No.27782893/4

E-mail: "romahape@midcindia.org"

RNo.MIDC/RO/Mahape/TTC/ PAP-R-219/ 649

MIDC

Date :- 28 MAR 2017

To,  
Mr. RADHESHAM SANGRAM YADAV  
SS-3, P-35, Sector-4, Airoli,  
Navi Mumbai.

**Sub:- T.T.C. Industrial Area.**

Plot No. PAP-R-219

Execution of Final Lease.

Sir/Madam,

Please find enclosed herewith two copies on ledger paper of above said Agreement to lease.

You are requested to have the Original and duplicate copies on ledger paper duly stamped by paying proper stamp duty. For this please refer to the Circular issued by Hon'ble Inspector General of Registration & Controller of Stamps, M.S.Pune dated 08/05/2012.

Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) and further sum of Rs.  
6,07,500/- (Rupees Six Lakhs Seven Thousand Five Hundred Only) making together in aggregate a  
sum Rs. 7,75,500/- (Rupees Seven Lakh Seventy Five Thousand Five Hundred Only) at the rate of  
**Rs.1500/- for the Plot area 100 Sq. Mtr**

After payment of the stamp duty both the copies may kindly be returned to this office for further action.

A suitable date mutually convenient will thereafter be fixed for the execution of the document.

Please note that as per Section 52B for the Bombay Stamp Act. The stamped documents are valid only for six months from the date on which the stamp duty is paid by you.

Please ensure that the document is executed and registered within six months from the date of payment of the stamp duty. Otherwise the stamp duty paid by you will be invalid and the document will become null and void and we will not be responsible for the same.

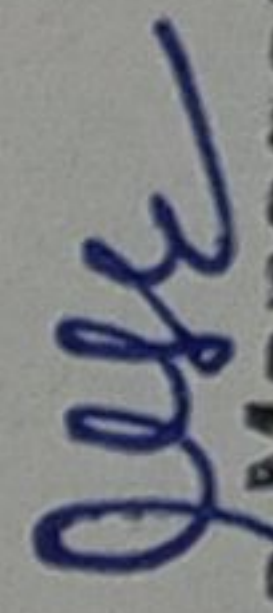
A format of Undertaking to be given by you to Stamp Authority and this office regarding making good any shortfall in stamp duty is enclosed herewith.

Thanking you,

Yours faithfully,

D.A. As above.

Copy to : The Joint Sub-Registrar/ Sub-Registrar, Thane.

  
Area Manager,  
MIDC, Mahape





# Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

## Property Card

Date: 22-OCT-2016

1	Regional Office: REGIONAL OFFICE, MAHAPE		Case Id: 5267
	Industrial Area: TTC INDUSTRIAL AREA		Taluka: THANE
	District: THANE		Village: RABALE
	Plot Number	Area Of Plot(Sq.Mts.)	Types Of Plot (Incl./Resi/Comm/O.S./AM/Shed/Gata)
	PAP-R-219	100	PAP Plot
2	Current Lessee	SHRI.TULSHIRAM JAMA BHOIR.	
3	Original Allottee	SHRI.TULSHIRAM JAMA BHOIR. Proprietor of AT.SANPADA, POST.MAFCO,THANE BELAPUR ROAD, NAVI MUMBAL.	
4	Constitution	PROPRIETORY	
5	Offered Area(Sq.Mts.)	100	
6	Offered Rate(Rs.)	1500	
7	Area Actual Alloted(Sq.Mts.)	100	
8	Date of Allotment	30-JUN-2009	
9	Date of Possession	16-JUL-2010	
10	Date of AtoL Execution	30-SEP-2009	
11	AtoL Registrations Nos	05237	
12	AtoL Registration Date	30-SEP-2009	
13	BCC Due Date	29-SEP-2012	
14	Lease Type		
15	Date Of Lease Execution		
16	Lease Registration No1		
17	Lease Registration Date1		
18	Lease Registration No2		
19	Lease Registration Date2		
20	BCC Obtained Date		
21	Extension Date valid upto		



MIDC/RO(nully)/TTC/LMS-52671

Designed and Developed by e-Governance Solution group C-DAC, Pune

1 of 1

P.T-O - thames - mail -



Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel: (022) 7672136, (022) 7633985

Fax: 7680578

E-mail: romahape@midcindia.org

REGIONAL OFFICE, MAHAPE  
POST GHANSOLI, THANE - BELAPUR  
ROAD, NAVI - MUMBAI  
MAHAPE - 400701

By Regd. Post A.D.

Letter No.: MIDC/RO(null)/TTC/LMS-5267/51

Date: 09-JAN-2017

11 JAN 2017

Subject :- TTC INDUSTRIAL AREA

Plot No. PAP-R-219

Request for grant of consent for transfer of...

Read :- Letter dated 16/11/2016

ORDER

Agreement To Lease dated the 30th day of September, 2009

Licensee

SHRI.TULSHIRAM JOMA BHOIR.

Current Transfer No.1

MR.RADHESHAM SANGRAM YADAV

By a above noted Agreement to Lease executed by the Maharashtra Industrial Development Corporation in favour of the Licensee , the Corporation in consideration of the stipulations and conditions on the part of the Licensee therein contained, agreed to grant in favour of the Licensee a Lease of the above plot of land bearing No. **PAP-R-219** admeasuring **100 m2** the manner specified in the said Agreement.

The Licensee in pursuance of sub-clause ( ) of clause 3 of the said Agreement represented to the Corporation for grant to him/hem/it of a consent transfer and assignment of his/their/its interest under or the benefit of the said Agreement in favour of : **MR.RADHESHAM SANGRAM YADAV** , ( hereinafter called "the transferee/s"). The Corporation has after due consideration of the said request of the Licensee decided to grant its consent to the transfer by the Licensee of the benefit of his/their/its interest under the said Agreement For Mfg. of **ENGINEERING WORKSHOP** .

The consent hereby granted is subject to :

(a) The payment to the Corporation by the Licensees of the sum of **Rs. 607500 /-** ( **Rs. Six Lakh Seven Thousand Five Hundred only** ) towards **DIFFERENTIAL PREMIUM** paid of **Rs. 607500 /-** vide D.R.No. **002278** dated **05-JAN-2017** .

(b) The transferee/s shall be bound to perform and observe all the stipulations and conditions contained in the said Agreement dated **30-SEP-2009** as if the said Agreement has been executed by the transferee/s and shall be entitled to the grant of the Lease in his/their/its favour of the said plot of land and the factory building only after the completion of the factory building and works on the said plot of land on the production of a completion certificate from the Executive Engineer of the Corporation in accordance with clause 7 of the said Agreement such lease to be in the standard form prescribed by the Corporation and subject to the payment of the yearly rent reserved under the said Agreement.



MIDC/RO(null)/TTC/LMS-5267/



# Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel: (022) 7672136, (022) 7633985

Fax: 7680578

E-mail: romahape@midcindia.org

REGIONAL OFFICE, MAHAPE  
POST GHANSOLI, THANE - BELAPUR  
ROAD, NAVI - MUMBAI  
MAHAPE - 400701

By Regd. Post A.D.

Letter No.: MIDC/RO(null)/TTC/LMS-5267/51

Date: 09-JAN-2017

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Subject :- TTC INDUSTRIAL AREA

Plot No. PAP-R-219

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Agreement To Lease dated the 30th day of September, 2009

Licensee

SHRI.TULSHIRAM JOMA BHOIR.

Current Transfer No.1

MR.RADHESHAM SANGRAM YADAV

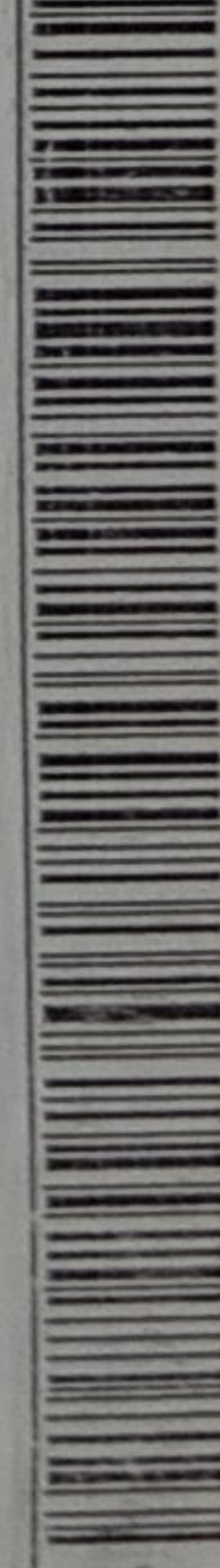
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MIDC/RO(null)/TTC/LMS-5267/



On or towards the North by : Road R/W 06.00 mtrs.  
On or towards the South by : Plot No. PAP-R-224  
On or towards the East by : Plot No. PAP-R-220  
On or towards the West by : Road R/W 20.00 mtrs.

**SECOND SCHEDULE**  
(Building Regulations)

1. The Development Control Regulations prescribed by the Grantor and amendments made thereto from time to time to applicable in MIDC Industrial Area shall be applicable for development of plot in this Industrial Area.

2. The Lessee shall utilise the periphery of the plot for the purpose of planting trees. At least one tree shall be planted per 200 Square 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 the permissible use/activity allowed by the Lessor. It shall not be used for obnoxious industries, an indicative list whereof is set out in the Third Schedule hereunder written.

4. 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 pollution Board 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 authorized by the Lessor 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 Lessee during the period of construction of buildings. Where more than one Lessee is concerned with the same boundary mark, the



Officer authorized by him and any notice to be given to the Lessee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Lessee.

9. If the Lessee 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 Land premises then Lessee shall give notice in writing of such desire to the Lessor at least six months 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 Land for a further term of 25 years on payment of rent as may be determined by the Lessor and on such changes in existing Lease as agreed upon between the parties.

10. The stamp duty, registration charges and all other charges in respect of the preparation, execution and registration 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.

11. 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. PANKAJ DEORE, THE REGIONAL OFFICER of the Maharashtra Industrial Development Corporation, has for and on behalf of the aforesaid, of the Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Confirming Party and the Lessee have set their respective hands hereto the day and year first above written.

**FIRST SCHEDULE**  
(Description of land)

All that piece or parcel of land known as Plot No. PAP-R-219 in the Trans Thane Creek Industrial Area, within the village limits of Rabale and within the limits of Navi Mumbai Municipal Corporation, Taluka and Registration sub District Thane, District- and registration District -Thane, containing by admeasurements **100** Square meters. or thereabouts and bounded by red colored boundary lines on the plan annexed hereto and that is to say :-



(ii) If the Lessee has not taken prior consent from the Lessor for transfer of interest in the Demised Land in whatsoever manner, the Chief Executive Officer may give notice in writing to the Lessee for termination of this Lease unilaterally.

(v) Subject to 'Not to Assign' Clause as stated hereinabove, if the Lessee shall sell, assign or part with the Demised Land for the then residue of the Term to deliver at the Lessee/Lessor's expenses 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.

(w) (i) That In employing skilled and unskilled labour, the Lessee shall give first preference to the person/s who are able-bodied and fulfilling general qualifications as prescribed by the Lessee and whose lands are acquired for the purpose of the said Industrial.

ii) The Lessee shall also endeavour to employ the local persons considering their knowledge of handling and operating the equipment/machineries used by the Lessee and fulfilling the general qualifications as prescribed by the Licensee.

(x) In the event of death of the Lessee permitted assignee or assignees of the Lessee being a natural 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.

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) together with interest thereon at prevailing rate from the date of default in payment.

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

Assignments to  
be registered  
with Lessor

To give  
preference in  
employment  
of Labour

Notice in  
case of  
death.

Recovery of  
Rent fees  
etc. as land  
revenue

Rent, fees  
Etc. in  
arrears



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*Insurance*

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 Demised Land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue or any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the SPA 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 SPA 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 the determination of the Term quietly to deliver to the Lessor, the Demised Land and all erections and building then standing or being thereon PROVIDED always that the Lessee shall be at liberty if Lessee 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, structures and materials from the Demised Land but so nevertheless the Lessee shall deliver the possession of the Demised Land as aforesaid to the Lessor leveled and put in good order and proper 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) (i) Not to assign, underlet or part with the possession of the Demised Land 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 condition as he may think fit including the conditions 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 metes and bounds or otherwise to alter the nature of this present demise.

*Not to  
assign*



To repair

(o) Throughout the said Term at the Lessee expense well and substantially to repair pave, cleanse and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the SPA. 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 SPA 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 Land 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 him to execute the repairs and upon Lessee's failure to do so within a reasonable time the Lessor may do such repairs at the expense in all respect of the Lessee.

Nuisance

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

User

(r) (i) To use the Demised Land only for the purpose of **ENGINEERING WORKSHOP** as approved by the Lessor but not for the purpose whatsoever.

(ii) The Lessee also agrees that in the event during the term of the lease the Lessee utilizes the Demised Land for the purpose other than specified herein without prior permission of the Lessor, the Lessor shall have right to resume the Demised Land or any unutilized portion thereof in accordance with the prevailing policy.

Insurance

(s) To keep the Buildings already erected or which may hereafter be erected on the said Demised Land excluding foundations and plinth insured in the name/s of the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) with some well established insurance office in Mumbai and on demand, produce to the SPA the



(e) Not to make any excavation upon of the said Demised Land or any part thereof nor remove any stone sand, gravel, clay or earth there from except for the purpose of forming foundations of building or for the purpose of executing any work pursuant to the terms of this Lease.

Not to excavate

(f) Not to erect any building, erection or structure except compound wall, steps, 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 or make any alteration, construction, erection or addition in the structure erected/constructed on the Demised Land as per the sanctioned plans without the prior written consent of the Special Planning Authority of the said Industrial Area (hereinafter referred to as "SPA" which expression shall include any other Officer to whom the duties or functions of the said SPA, may be assigned.)

Not to erect beyond building line

(g) The Lessee having at its own expense constructed an access road leading from the main road to the Demised Land as delineated on the plan hereto annexed and thereon coloured red shall at all times hereafter maintain the same in good order and conditions to the satisfaction of the SPA.

Access Road

(h) Not at any time during the Term erect any building, erection or structure on any portion of the said Demised Land except in accordance with the Plans Sanction by the SPA and in accordance with the said Building Regulations setout in the Second Scheduled hereto as well as Regulations framed by the Lessor from time to time in this regard.

To build as per agreement

(i) That no additional building or erection to be erected hereafter 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 SPA and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations and regulations made from time to time.

Plans to be submitted before building



(b) The lessee shall pay all existing and future central, state or local duties, taxes, levies, assessments or other outgoings of every description whatsoever for the time being payable either by Grantor/ Lessor/Licensee/Lessee or by the occupier of the demised premises and anything for the time being thereon including service tax or any other tax of a like nature in respect of the property of lease/license thereof wherever applicable including but not limited to any duties, taxes, levies, assessments, interest, penalties or other outgoings of any description that may become payable whether pursuant to a change in law or any demands made by any authority or consequent to any order passed by a Court, Tribunal or other authority since the commencement of the lease deed or Agreement to lease.

To pay  
rates and  
taxes

(c) i) Throughout the said Term hereby created to pay to the Lessor from time to time such recurring fees/charges in the nature of service charges as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or the Rules framed thereunder by the Lessor in respect of the amenities or common facilities provided by the Lessor. The Lessee shall pay such charges/ recurring fees within thirty days from the date of issue of demand notice/invoice by the Lessor.

To pay  
fees or  
service  
charges

ii) All charges including rent, recurring fees, service charges due and payable by Lessee, if not paid within the stipulated time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time.

(d) The Lessee shall at its own expense maintain the trees so planted in good condition throughout the Term hereby created under these presents. At least one tree shall be planted per 200 Square Meters and one tree at a distance of 15 Meters on the frontage of road or part thereof but within the Demised Land.

Planting of  
trees in the  
periphery of  
the plot.

Covenants  
by the  
Lessee

To pay  
Rent.



Confirming Party to 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 and Confirming Party doth hereby confirm unto that piece of land known as Plot No. PAP-R-212 in the Trans Thane Creek Industrial Area, within the village limits of Tetavali, Rabale and within the limits of Navi Mumbai Municipal Corporation, Taluka-Thane, District-Thane, containing by admeasurement 100 Square metres or thereabouts and more particularly described in the First Schedule here underwritten and bounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter standing and being thereon (hereinafter referred to as "Demised Land") 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 Demised Land unto the term of Ninety Five years computed from the 1st day of September, 2009 a subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules there under PAYING THEROF yearly rent of rupee one during the said Term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "CEO") which expression shall 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 by the Lessor 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 Land may come doth/do 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.

Covenants  
by the  
Lessee

To pay  
Rent.



SHRI. TULSHIRAM JOMA BHOIR hereinafter called the "Confirming Party" of the Second Part AND Mr. RADHESHAM SANGRAM YADAV trading as a Proprietor and having his Office At- SS-3, P-35, Sector-4, Airoli, Navi Mumbai hereinafter called the "Lessee" (which expression shall, unless the context does not so admit include his heirs, executors, administrator and permitted assigns ) of the Third Part .

(A) WHEREAS, The Grantor/Lessor is a Govt. of Maharashtra undertaking constituted under the provisions of aforesaid MID Act, 1961 is holding the land acquired by the State Govt. under Chapter VI of MID Act for the purpose of securing rapid & orderly establishment of Industrial area & Industrial estates in the State of Maharashtra & to assist generally in the growth, development, management & organization of Industrial area/ estates & is empowered by the Govt. of Maharashtra to make available the Plot of land/sheds/units/gallas on such land, to entrepreneurs/ undertakings to establish themselves in such areas on payment of premium to Grantor/Lessor, on certain terms & conditions as prescribed by & on behalf of the State Government.

(B) WHEREAS By an Agreement to Lease dated the **30th day of September, 2009** and made between the Lessor of the One Part and the confirming Party of the Other Part. The Lessor agreed to grant to the Confirming Party upon the performance and conditions contained in the said Agreement a Lease, a Lease of the piece and parcel of Demised Land and premises admeasuring approximately **100** square meters or thereabouts in *T.T.C industrial Area* bearing Plot No. **PAP-R-212** hereinafter referred to as the Demised Land and more particularly described in Schedule-I hereunder written and demarcated by red colour boundary line on the plan annexed hereto.

(C) The said Agreement to Lease is registered with the Sub-Registrar of Assurances, Thane-8, Under Serial Nos. **TNN3-5237-2009 on 14th day of September, 2009.**

Recitals



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION  
(A Government of Maharashtra Undertaking) 1402 /2011



No.DE/MHP(C)/PAP-R-219/IFMS/ /2011  
Office of the Deputy Engineer,  
MIDC Sub Division No.II (Civil)  
Mahape, Navi Mumbai.  
Date :- 10/05/2011

To,  
Shri Tulshiram Joma Bhoir  
Plot No.PAP-R-219,  
T.T.C. Indl.Area, Rabale,  
Navi Mumbai.

Sub :- B.C.C. & D.C.C. for Hotel Building,  
on Plot No.PAP-R-219 in T.T.C. Indl.Area,  
for Shri Tulshiram Joma Bhoir

Ref :- Your application received through Single Window  
Clearance System vide Tracking ID No.  
14/3/20110423/50443 & complied on 10/05/2011.

Dear Sir,

Please find enclosed herewith following certificate: -

- Occupancy Certificate.
- Building Completion Certificate.
- Drainage Completion Certificate &
- Tree Plantation Certificate.

Please acknowledge the receipt of the same.



(S. P. Avhad)  
Deputy Engineer,  
MIDC Sub Dn II (Civil), Mahape.

DA : As above.

- Copy submitted to
- 1) The Collector Thane, Dist.Thane for information.
- 2) The Municipal Commissioner, N.M.M.C. for information.
- 3) The Chief Fire Officer, MIDC, Andheri, Mumbai-93 for information.
- 4) The Executive Engineer, MIDC Dn.No.II,Thane for information.
- 5) The Regional Officer, MIDC Mahape, for information.
- Copy f.w.c.'s to  
Architect.
- Copy to Guard file.



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 and the Lessor may re-enter upon any part of the Demised Land in the name of the whole and thereupon the term hereby granted and right to any renewal there of shall absolutely cease and Lease the shall be 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 Land 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 herein before 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 Land 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 part contained shall and may peaceably enjoy the Demised Land or 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.

6. The layout of the Trans Thane Creek Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby Demised Land may be altered by the Lessor in the capacity of Special Planning Authority 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.

7. That the Lessee shall observe and conform the provisions of Maharashtra Industrial Development Act, 1961 as well all rules, regulations and policies of the Lessor framed under the said act from time to time.

8. All notices, consents, approvals and no objection certificates to be given under this Lease shall be in writing and shall unless otherwise provided herein be signed by the CEO or any other

Assignments to be registered with Lessor

To give preference in employment of Labour

Notice in case of death.

Recovery of Rent fees etc. as land revenue

Rent, fees Etc. in arrears

Lessor's Covenant for peaceful enjoyment

Alteration of estate rules

Provisions of MID Act applicable

Notices



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*Indemnity*

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

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*Not to cause any damage.*

(k) Not at any time during the Term cause any damage to any of the infrastructure provided by the Lessor in the said Industrial Area or to Lessor's property. In the event such of damage the Lessor may by notice to the Lessee call upon them to rectify the damages and upon Lessee failure to do so within a reasonable time, Lessor may rectify the same at expense in all respect of the Lessee.

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*To build according to rules*

(l) The Lessee shall at all times during the Term to observe and conform to the said Building Regulations set-out in the Second Schedule and to all bye-laws, rules and regulations of the Lessor.

*To build as per agreement*

*Sanitation*

(m) To observe and confirm 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 to provide sufficient Latrine facility, accommodation and other sanitary arrangements for the labourers, workmen and for its employees. Other staff employed on the Demised Land in order to keep the Demised Land and surroundings clean and in good condition to the satisfaction of the SPA and shall not without the previous consent in writing of the SPA permit any labourers or workman to reside upon the Demised Land premises and in the event of such consent being given shall comply strictly with the terms thereof.

*Plans to be submitted before building.*

*Alterations*

(n) That no alteration or additions shall any time be made to the façade 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 SPA.



(D) The Confirming Party has paid the Stamp Duty of Rs.9,875/- (Rupees Nine Thousand Eight Hundred Seventy Five Only) on 14th day of September, 2009 on the Agreement to Lease dated 30th day of September, 2009 on the amount of the premium of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)

(E) At the request of the Confirming Party, the Lessor handed over the possession of the Demised Land to the Confirming Party on the 16<sup>th</sup> day of July, 2010 and the Confirming Party has completed 50% construction on the Demised Land as per the plans approved by the Lessor and obtained Occupation Certificate (OC)/Building Completion Certificate (BCC) from the Lessor.

(F) At the request party and the Lessee, the Lessor granted its consent and permission the *Confirming party* for transfer and assignment of his interest under/or the benefit of the Agreement to Lease dated the 30<sup>th</sup> day of September, 2009 in respect of the Plot No.PAP-R-219 in the Trans Thane Creek Industrial Area in favour of the Lessee on payment of the Differential Premium amounting to Rs. 6,07,500/- (Rupees Six Lakhs Seven Thousand Five Hundred Only) vide the order of the Lessor bearing No.MIDC/RO(null)/TTC/LMS-5267\1681 dated 28<sup>th</sup> day of Dec, 2016.

(G) The Confirming party and the Lessee has now requested the Lessor to execute lease in favour of the Lessee which the Lessor has agreed to do on the terms and conditions stipulated hereunder.

NOW THIS LEASE WITNESSETH as follows:

(A) 1. In consideration of the Premises and of the sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only.) and further sum of 6,07,500/- (Rupees Six Lakhs Seven Thousand Five Hundred Only) making together in aggregate a sum of Rs. 7,75,500/- (Rupees Seven Lakh Seventy Five Thousand Five Hundred Only) paid by

Description  
of Land



THIS LEASE made at Mahape, Navi Mumbai the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand Seventeen BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATOIN, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mah.III of 1962 ) and having its Head Office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai-400 093. hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the First Part.



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION  
(a Government of Maharashtra Undertaking)



Regional Officer, MIDC, Mahape, MIDC  
Bldg, 3<sup>RD</sup> Floor, Near Lokmat Press, Thane  
- Belapur Road, T.T.C. Indl. Area, Post-  
KoparKhairane, Navi Mumbai-400 709.

**MIDC**

Phone No. 27782893/94

E-mail: "romahape@midcindia.org"

No. MIDC/RO/Mahape/TTC/ **PAP-R-219** 624

Date :- **18 MAR 2017**

ST

To,  
**Mr. RADHESHAM SANGRAM YADAV**  
SS-3, P-35, Sector-4, Airoli,  
Navi Mumbai.

Sub:- Plot No. **PAP-R-219**  
from TTC INDUSTRIAL AREA.  
Execution of Final Lease.

Sir,

We send herewith a draft of Final lease proposed to be executed with you in respect of the above plot. We would request you kindly to return the draft duly approved and signed the token of your approval. Please arrange to have two copies typed on thick ledger paper of good quality and thereafter have them checked from this office. The following instructions need to be borne in mind before typing documents.

1. Typing on the first page should start after leaving more than one third of the page blank.
2. Typing should be done on one side of the paper and the marginal notes should also be typed on right hand side separately from the contents on the regular documents. The margin on stitching end side should be 5 centimeters and on all other 3 sides i.e.top, bottom & right side should be 4 centimeters.
3. All the two engrossments viz;2 Original on ledger paper on good quality paper may be typed at one stroke so as to facilitate checking.

After the document and copies are checked by us please get the documents adjudicated by referring the same to the office of the collector of stamp, Thane/Alibag. After payment of stamp duty on original and duplicate the said documents may be returned to this office for further necessary action for execution.

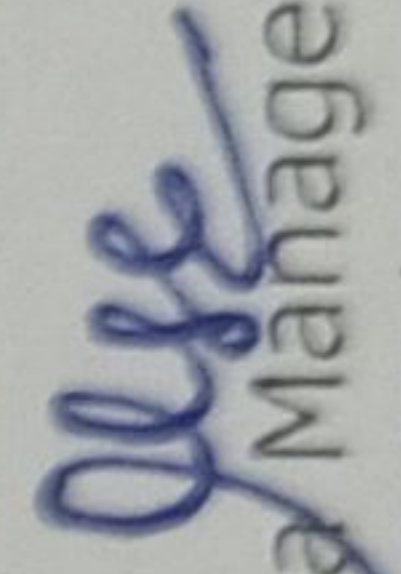
The following particulars may also be furnished to us so as to facilitate the execution of the documents expeditiously.

It would be helpful if these documents are sent to us right at the first stage when typed copies are sent to us for checking.

After the above requirements have been complied with a suitable date will be fixed up for the purpose of execution of the documents.

- **You shall pay Rs. 2000/- (Rupees Two Thousand Only) towards Legal Fees and same may be drawn in the name of C.E.O. MIDC, Mumbai.**

Yours faithfully,

  
Area Manager  
MIDC, Mahape.

Encl: One copy of draft of Execution of Final to Lease.