



Mondy, November 20, 2010

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साहली

साहली क्र. : 0074 1000 00298

साहसे नाव शेंहा वर

दिनांक 20/11/2010

हरतएवजाचा अनुमती

आगत - 00004 - 2010

दस्ता एवजाचा प्रकार

नावेपद

सावर करणाराचे नाव: मे.अंबिका इंडस्ट्रिज लॉफ प्रोप्रा.मिडलराय कोंडीबाशेठ अवकर

नोंदणी फी	:-	300.00	1
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (16)	:-	320.00	1
एकूण	रु.	620.00	

आपणास हा दस्त अंदाजे 0:21:14 ह्या वेळेस मिळेल

मुळ दस्ता प्रकलन वेळता

दुय्यम निबंधक
औरंगाबाद 3

बाजार मुल्य: 135500 रु. मोबदला: 0रु.
भरलेले मुद्रांक शुल्क: 4065 रु.

C-375

100 - 28/11/19

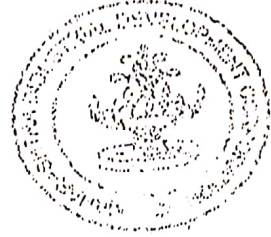
Collector of stamps
Section 32(1) (b) of the Bombay Stamp Act, 1958

1000 00331

Office of the
Collector of stamps
Case No. Agl
Date
received from Shri M/s. Ambika Industries
residing at Plot No. C-12 MIDC Shendri
Stamp duty of Rs. 4065/- Four thousand
Six hundred and Sixty Five only
Challan No. 207 Dated 29/11/19 Certified under
Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the
value of the instrument is chargeable has been paid vide article No. 36E, 37,
of Schedule I

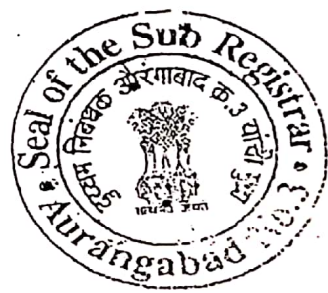
This certificate is subject to the provision of section
36 (A) of Bombay Stamp Act, 1958
Place Aurangabad
Date 29/11/19

Collector of Stamps
Aurangabad.



M.N. 1955000

This Lease made at Aurangabad, the 29th day of November Two
Thousand Seven, BETWEEN THE MAHARASHTRA INDUSTRIAL
DEVELOPMENT CORPORATION; a Corporation constituted under the
Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) and
having its Principal Office at 4, 4(A), 12th Floor, World Trade Centre
Complex-1, Cuffe Parade, Colaba, Mumbai - 400 005 hereinafter called the
"Grantor" (which expression shall, unless the context does not so admit,
include its successors and assigns) of the One Part AND



AND Shri. Vitthalrao Kondibaseth Akkar, Indian inhabitants
trading as a Proprietor in the name and style of M/s. Ambika Industries,
having their registered office at Plot No. M-2, MIDC Waluj, Aurangabad,
hereinafter called "the Licensees" (which expression shall unless the
context does not so admit, include their Survivor or Survivors and the
executors, administrators and permitted Assigns of such a last
Survivor) of the Other Part.

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WHEREAS by an Agreement dated the 12th day of February - 2008
and made between the Lessor of the One Part and Lessee of the Other Part the
Lessor agreed to grant to the Lessees upon the performance and observance
by the Lessees of the obligations and conditions contained in the said
Agreement a Lease of the piece of land and premises hereinafter particularly
described in the manner hereinafter mentioned

M/s. Ambika Industries
~~Signature~~

- (Page No. 2) -

Collector of Stamps
MIDC, Aurangabad.

The Stamp Duty of Rs.36985/- (Rs. Thirty six Thousand Nine Hundred Eighty five Only) vide challan No 1852407 dated 22/06/2007 and Registration Charges of Rs. 12200/- (Rs. Twelve Thousand Two Hundred Only) and coping charges of Rs. 500/- (Rs. Five Hundred Only) paid vide chalan No. 1034 dated 27/02/2008 is already borne by the Lessee vide Agreement to Lease Document Registered in the office of the Sub-Registrar of Assurances at Aurangabad under Serial No. AGG-934 on the 27th day of February -2008.

AND WHEREAS although the work of construction of the Factory building and other structures agreed to be constructed by the Lessees on the said land is still in progress the Lessees have requested the Lessor to grant to the Lessees a Lease of the said land which the Lessor has agreed to do on the Lessees undertaking to complete the said Factory building and other structures on or before the 27th day of February-2012 in all respects to the satisfaction of the Special Planning Authority, Executive Engineer, Maharashtra Industrial Development Corporation in charge of the said Industrial Area (hereinafter called "the Special Planning Authority, Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Special Planning Authority, Executive Engineer, Maharashtra Industrial Development Corporation may be assigned):

AND WHEREAS for the purpose of stamp duty recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessees have agreed to bear and pay under these presents although by Law recoverable from the Lessor have been estimated at Rs. 30,102/- (Rupees Thirty thousand One Hundred two only) approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

In consideration of the premises and of the sum of Rs. 7,52,000/- (Rs. Seven Lack Fifty Two Thousand Six Hundred only) paid by the Lessees to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessees hereinafter contained the Lessor doth hereby demise unto the Lessees ALL that piece of land known as Plot No. C-13 in the Industrial Zone of Shendra Five Star Industrial Area, within the village limits of Shendraban, and outside the limits of Aurangabad Municipal Corporation, Taluka and Registration Sub-District Aurangabad District and Registration District Aurangabad containing by admeasurement 10034 Sq. Mtrs. or thereabouts and more particularly described in the First Schedule hereunder written and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessees for the term of Ninety Five years computed from the First day of February-2008, subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFORE yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer,



Stamp Duty - 3		
CE 28	2	3E
3010		Description of Land



Chief Executive Officer
Aurangabad.

(g) 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

(ii) The Lessees having at their own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon colored red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Special Planning Authority, Executive Engineer Maharashtra Industrial Development Corporation, in-charge of the said Industrial Area (hereinafter called the "Special Planning Authority / Executive Engineer" which expression shall include my other officer to whom the duties or functions of the said Special Planning Authority/ Executive Engineer" which expression shall include my other officer to whom the duties or functions of the said Special Planning Authority / Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

Access Road

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

To comply with the provision of water (prevention & Control of Pollution) Act, 1981)

The Lessee shall have to become a member of Common Effluent Treatment Plant (CETP), if established and to observe the Criteria/ Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Lessor.

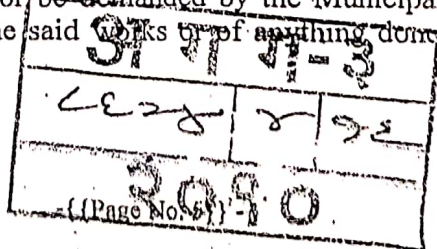
Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto.

To build as per agreement

(k) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessees in triplicate for scrutiny of and consent in writing by the Special Planning Authority, Executive Engineer and after approval for the same is obtained from the Local Authority / Planning Authority Executive Engineer and a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Development Control Rules of MIDC, Building Regulations..

Plans to be submitted before building

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



Sub Registrar
MIDC, Aurangabad.

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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 first day of January each and every year.

2. The Lessees with intent to bind all persons into whose hands the demised premises may come 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.

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

(c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges / Drainage charges as may from time to time to be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 30,102/- (Rupees Thirty Thousand One hundred Two only) approximately per annum.

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

(ii) That the Lessees shall on or before the 27th day of February-2012 at their own expense and substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications granted consent by the Special Planning Authority Executive Engineer, in charge of the said Industrial Area and the Development Control Rules of MIDC, Building Regulations set out in the Second Schedule hereunder written build and completely finish fit for occupation to the satisfaction of the Special Planning Authority, Executive Engineer the said building and other structures thereon at least 1004.74 Square Meters of the plot area for the use as Factory building with all requisite drains and proper conveniences thereto and shall obtain from the Special Planning Authority, Executive Engineer a building completion certificate to that effect.

(e) The Lessees shall at their own expense within a period of one year from the date hereof plant trees in marginal space to be kept open to sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. 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 of part thereof but within the demised premises.

(f) Not to make any excavation upon 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 building or for the purpose of executing any work pursuant to the terms of this Lease.

Covenants by the Lessees

To pay rent

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To pay rates and taxes

To pay fees of services charges

Delayed payment charges to be paid by the Lessee.

Completion of Factory Building



Planting of Trees in open space

Not to excavate

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R. [Signature] Officer
MIDC, Aurangabad.

000011

(m) The Lessees shall at their own cost and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during construction

(n) 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 Development Control Rules of MIDC, Building Regulations and to all bye-laws, rules and regulations of the Municipality / Local Authority / Planning Authority behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

To build according to rules

(o) To observe and conform to all rules, regulations, and bye-laws of the Municipality/ Local Authority / Planning 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 laborers, workmen and other staff employed on the demised premises and surroundings clean and in good condition to the satisfaction of the Special Planning Authority, Executive Engineer and shall not without the previous consent in writing of the Special Planning Authority, Executive Engineer permit any laborers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

Sanitation

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(p) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous consent in writing of the Special Planning Authority, Executive Engineer and in accordance with the Development Control Rules of MIDC, Building Regulations set out in the Second Schedule hereunderwritten.

Alteration

(q) 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 Special Planning Authority/ Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To repair

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

To enter and inspect



(s) Not to keep on the said premises any horses, cattle, poultry or other animals (except pet birds and dogs in reasonable numbers) nor to do or permit to be done anything thereon which may be a nuisance, annoyance or disturbance to the owners, occupiers or residence of other premises in the vicinity.

Nuisance.

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(t) To use the demised premises only for purpose of 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 hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for purpose

Registered Officer
MIDC, Aurangabad.

for Ambica Industries
[Signature]

-(Page No. 6)-

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FIRST SCHEDULE
(Description of Land)

The entire pieces or parcel of land known as **Plot No. C-13** in the Factory Zone of **Shendra Five Star Industrial Area**, within the village limit of **Shendraban**, and outside the limits of **Aurangabad Municipal Corporation**, in rural area, Taluka and Registration Sub-District **Aurangabad**, District and Registration District **Aurangabad**, containing by admeasurement **10034** square meters or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, is to say:-

000339

On or towards the North by: **MIDC 20.0 Mtr. Wide Road**

On or towards the South by: **PLOT NO. C-12**

On or towards the East by: **MIDC 66.0 Mtr. Wide Road**

On or towards the West by: **MIDC Land**

SECOND SCHEDULE
(BUILDING REGULATIONS)

1. The Development Control Rules shall applicable to MIDC and shall be applicable to this Industrial Area.

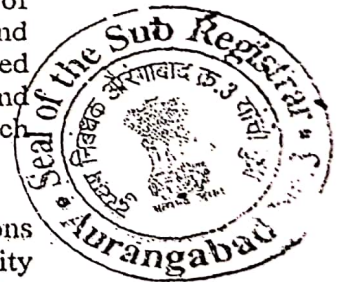
2. The periphery of the plot shall be utilized for the purpose of planting trees. Atleast one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

The Lessees shall not use as said land only for any purpose except as a factory building. It shall not be used for obnoxious industries a list whereof is attached.

4. The Lessees shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of the Pollution) Act, 1974, and Air (Prevention and Control of Pollution) Act, 1981, as regards the 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.

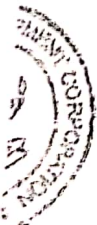
5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority/ Planning Authority and previous consent in writing from the Special Planning Authority, Executive Engineer is obtained and no addition or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/ Planning Authority previous consent in writing from the Executive Engineer is obtained.

6. All survey boundary marks demarcating the boundaries of the plots shall be properly preserved and kept in good condition with due repair by the Lessees during the period of construction of buildings, where more than one Lessees is concerned with the same boundary mark, the officer authorized by the Lessor shall allocate this obligation suitably.



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East Ambica Industrial Area

000349

MIDC, Aurangabad

7. Three sets of the specifications, plans, elevations, sections as approved by the Local Authority / Planning Authority shall be submitted to the Special Planning Authority, Executive Engineer for record and to enable him to grant consent.

THIRD SCHEDULE
(List of Obnoxious Industries)

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

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2. Sulphurous, sulfuric, phos, 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. Gelatin or glue manufacture or process involving recovery from fish or animal offal.

10. Manufacture or storage of explosives or fire works.

11. Fat rendering.

12. Fat, tallow's grease or lard refining or manufacture.

13. Manufacture of explosives or inflammable products of pyroxylin.

14. Pyroxylin manufacture.

15. Dyestuff and pigment manufacture.

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

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

18. Stockyard or slaughter of animals or fowls.

19. Tallow, grease or lard manufacture.

20. Tanning curing or storage of rawhides or skins.

21. Wool pulling or scouring.



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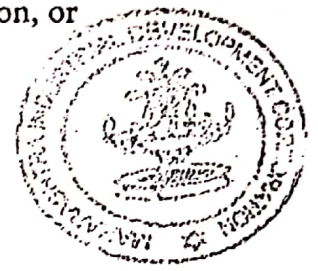
Executive Engineer
MDC, Aurangabad.

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C-379

- 22. Yeast plant.
- 23. Paper and paper products.
- 24. Charcoal.
- 25. Manufacture of viscose rayon.
- 26. In general those areas which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration, or fire-hazards.

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SIGNED, SEALED & DELIVERED by :
 Shri Annasaheb M. Shinde the
 Regional Officer of the withinnamed
 Maharashtra Industrial Development
 Corporation in the presence of:

(Signature)
 MIDC, Aurangabad.

1. Saw V. P. Gite Ascte
MIDC Aurangabad

2. A. R. Karamde
MIDC



SIGNED AND DELIVERED by the
 abovenamed Lessees :
 Shri. Vitthalrao Kondibaseth Akkar,
 Proprietor of M/s. Ambika Industries
 in the presence of :

1. Wauhal Digambar Espanso

2. मोनाजी पराकृषि शेठके

(Signature)
 मोनाजी शेठके

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