



M/s. Dhananjay Engineering,  
Proprietor.



**SCHEDULE - V**

(As amended from 01/04/1999)  
(Revised form of lease deed common for both land in Industrial area/estate and shed in Industrial Estate).

This deed is made on this 26th day of June year 2004 between the Governor of Madhya Pradesh acting through General Manager District Trade & Industries Centre Indore (Hereinafter Called the Lessor which expression shall where the context so admits include his succes.or in office) of the one part and M/s. DHANANJAY ENGINEERING Indore in Tehsil Indore of District Indore acting through its PROPRIETOR SHRI DHANANJAY CHINCHALKAR S/O SHRI GOPALRAO CHINCHALKAR Residence of 5, JATI COLONY, Indore having its Registered Office at 5, JATI COLONY, Indore (Hereinafter Called the Lessee which expression shall, where the context so admits include its/their successors and permitted assigns) of the other part.

Whereas upon the request of the Lessee, the Lessor has agreed to grant to the Lessee, subject to the terms & conditions here in after specified, a lease of the piece of a Land under the Shed No. A-1/C, Industrial Estate, Pologround, Indore Tehsil, Indore District, Indore comprising of an area mesuring 139.40 Sq. Mtr. or there about situated at in

For Dhananjay Engineering,  
Proprietor.

General Manager  
District Trade & Industries Centre, Indore

*[Handwritten signature]*

Village Bhagirathpura Indore of the Indore district more particularly described in schedule (at Page No. 14 of this deed) and layout plan (Map) here to annexed & thereon coloured red (hereinafter referred to as "THE SAID LAND") for a term of 30 years commencing from 2004 and ending on the 2033 for the purpose of construction and establishing thereon a factory for the manufacture of **STEEL FABRICATION & FOUR WHEELER VEHICLES HAND TOOLS AND MACHINERY PARTS AND MACHINERY** and purpose ancillary hereto (herein after referred to as the said business).

And where as the Lessee has agreed to take the lease on the said terms & conditions.

Now, this deed witnesseth and it is hereby agreed and declared, as follows:--

1) In consideration of the premium & rent (for land) or rent (for premises) here in reserved and the covenants on the part of lessee here in 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 Manufacture of **STEEL FABRICATION & FOUR WHEELER VEHICLES HAND TOOLS AND MACHINERY PARTS AND MACHINERY** for a period of 30 years commencing on the date on which the possession of the said land/ premises is handed over to the Lessee. Regd. Sale deed No. \_\_\_\_\_ Dtd. \_\_\_\_\_

Dhananjay Engineering  
Proprietor.

General Manager  
District Trade & Industries Centre, Indore

2) The Lessee having paid to the Lessor for the said land the advance rent one year Rs. 38/- and premium of Rs. 3834/- ( Rupees Three Thousand Eight Hundred Thirty Four Only.) as prescribed under the Madhya Pradesh Industries (Allotment of sheds, plots and land) Rules 1974 (hereinafter referred to as the said rules) and three years rent of Rs. 114/- as security deposit within thirty days before of the execution of this deed. (The lessee shall pay the lease rent, security and premium as applicable from 01/04/1997 on orders of Government and accordingly deposit the difference of amount so caused within 15 days on the instruction of lessor and amend the lease deed in this behalf).

Thereafter, during the terms of the lease, the Lessee shall pay to the Lessor the annual ground rent of Rs. 38/- ( Rupees Thirty Eight Only ) and such other sums as may be determined in accordance with clause 3 hereunder on or before 10 th day of January of each year in the office of GENERALMANAGER of such place or places as the General Manager may direct from time to time..

3) If the yearly /monthly rent of the land /Premises or any part thereof is not paid within one month after the date prescribed by GENERAL MANAGER the same will have to be deposited with interest @ 24% per annum.

Manjay Engineering  
Proprietor,

  
General Manager  
District Trade & Industries Centre, Indore



4) The ground rent of Rs. 38/- per annum shall be liable to be increased on the expiry of TEN YEARS from the date of execution of this deed and also at subsequent intervals of TEN YEARS, provided that the increase on each occasion may not exceed one quarter of the rent fixed for the preceding TEN YEARS. Consequent to the upward revision of the ground rent the lessee hereby agrees to deposit the difference amount of security deposit within 30 days of such communication.

5) The Lessee shall from time to time and at all times during the term of the lease pay & discharge except as aforesaid all taxes, rates assessments & other charges & out going which are or may at any time hereafter during the said terms be assessed, charged or imposed upon the said land/premises whether on the lessor or on the lessee.

6) a) The Lessee hereby agrees that he shall within a period of one year, in the case of small scale industry, & within a period of THREE YEARS, in the case of large & medium scale industry, from the date of his taking over possession of the land implement the project & go into production.

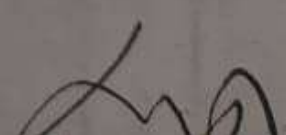
b) If the lessee fails to comply with the above condition 6(a) the lessee has remedy to be granted permission for another 6 months by the lessor and for further 6 months permission may be granted by next superior authority to the allotting authority. On each occasion the lessee will have to pay 50% amount of the premium as a penalty to the lessor.

Managing Engineer,  
D. S. P. S. O. R.



  
General Manager

District Trade & Industries Centre, Indore



- 7) The Lessee hereby agreed that he shall utilize the complete land leased out to him here under for implementation of the project or for its expansion within a period of **THREE YEARS** in case of Small Scale Industries & **FIVE YEARS** in case of medium & large scale Industries for the above said purposes.
- 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 Lessor shall have the right of re-entry in surplus unutilized land without payment of any sort or compensation after giving due opportunity for representing his case.
- 9) The Lessee shall submit to the Lessor or any officer authorised by him in writing from time to time, the plans & specification for the said construction which shall be in accordance with the plans & specifications as may be approved by the Lessor.
- 10) The Lessee shall use said premises land & building, structure & works erected or constructed thereon only for the purpose of the said business of manufacturing of **STEEL FABRICATION & FOUR WHEELER VEHICLES HAND TOOLS AND MACHINERY PARTS AND MACHINERY** there allied products as mentioned in project report/ provisional registration for construction of offices, administrative building erected or constructed thereon only for the purpose of the said business of administrative building, godowns & shall not use the same or any other part thereof or permit it or any other part thereof to be used for any other purpose without the previous permission in writing of Lessor.

Sanjay Engineering  
Proprietor.

  
General Manager

District Trade & Industries Centre, Indore

- 11) The Lessee shall at his own expenses forthwith erect & at all times maintain, repair & keep in good condition all boundary marks & pillars alongwith 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 & building erected thereon in a condition fit for habitation & at his own expenses the effluent treatment systems as prescribed by the M.P. Pollution Control Board or the local authority concerned.
- 13) This clause is not applicable.
- 14) This clause is not applicable.
- 15) The lessee shall not sublet, assign or otherwise transfer the said premises/ land or any part thereof or any building constructed thereon for any purpose, whatsoever except as provided in rules.
- 16) The lessee shall not change the constitution of ownership of the unit without the prior permission of the Allotting Authority in writing. If due to the change in constitution the share of the original allottee has reduced to less than 50% share then it will be deemed to be taken that unit has been transferred to some other hand & accordingly the case of transfer shall be dealt with by the lessor. The onus of informing the change to the allotting authority within a period of one month from such change shall be on the lessee.

Anandjay Engineering  
INDORE

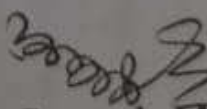
  
General Manager  
District Trade & Industries Centre, Indore





- 17) The lessee shall plant at least fifty trees per hectare of land allotted to him at his own cost & shall be liable 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.
- 18) The lessee shall not carry on any offensive trade or business on the said land. The decision of the allotting authority with regard to what is offensive trade or business shall be final and binding on lessee.
- 19) While using the said land if the lessee cause any harm or injury to any person he shall be liable to pay compensation or damages in the same manner as a tenant of the land / building is generally liable to pay.
- 20) This clause is not applicable.
- 21) This clause is not applicable.
- 22) 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 6 months without proper reasons to the satisfaction of the allotting authority shall be considered as a breach of this condition.


  
Proprietor.

  
General Manager  
District Trade & Industries Centre, Indore

23) The lessee shall during the said term keep the said land/ premises at his own cost in a reasonably good condition to the satisfaction of the allotting authority.

24) This clause is not applicable.

25) 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 other wise or if thereby any attachment on the said premises or there is a breach or non-observance by the lessee of any of the conditions and covenants wherein contained and the lessee fails to remedy the breach within sixty days of notice in writing given by the lessor or becomes involvent or enters into an agreement with his creditors for composition of the industry, this lease will be deemed to have terminated and the lessor may notwithstanding the waiver of any previous cause or 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.

  
General Manager

District Trade & Industries Centre, Indore

Sanjay Engineering  
Co. Pvt. Ltd.  
Indore



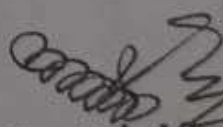
26) On the expiry of the lease period or termination of the lease due to breach of the condition of the lease deed or surrender of land after the execution of lease deed, the lessor, shall have the right of re entry over the land/premises. No refund of premium or ground rent or security deposit shall be admissible due to the termination of the lease deed under condition.

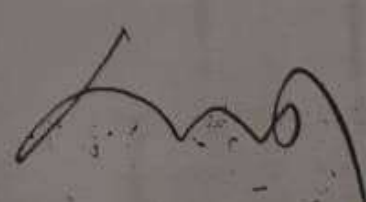
27) On termination/surrender of the lease the lessee shall be given opportunity to transfer or otherwise dispose of the building plant and machinery and any other construction on the said premises within the period of the months in a manner acceptable to the lessee. After the said three months period the lessor shall have the full right on all the property left over in the said premises without payment of any compensation and will be free to dispose it of accordingly.

28) This clause is not applicable.

29) The lessor may at his discretion, if the lessee shall have duly paid the rent hereby reserved and observed and performed the condition 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 herein contained as shall be applicable and such other conditions as may be thought necessary by the lessor.

Shree Engineering,  
Proprietor.

  
General Manager  
District Trade & Industries Centre, Indore



30) 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. The lessor shall have the right of re-entry over the surrendered land \ premises. on such re-entry the lessor may refund to the lessee the premium paid by the lessee at the time the land was allotted \ leased out to the lessee in the following manner.

(i) 90% if surrender of allotted \ leased land occurs within one year from date of taking over its possession in case of Small Scale Industry and three years in case of Large and Medium Industry.

(ii) 80% if surrender of allotted \ leased out land occurs after one year but within two years in case of Small Scale Industry and after three years but within four years in case of Large and Medium Industry.

(iii) 70% if the surrender of the allotted \ leased out land occurs after two years but within three years in case of Small Scale Industry and after four years but within five years in case of Large and Medium Industry

(iv) For the purpose of this clause the period of possession of land with the lessee will be reckoned from the date of the lessee taking possession to handing over possession to the lessor.

Proprietor  
Sri Jay Engineering

General Manager  
District Trade & Industries Centre, Indor

31) 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

32) It is further declared that the lessee shall deposit a sum of Rs.- 114/- (Rupees One Hundred Fourteen Only ) as security in pursuance of clause (TWO) of this lease deed for the due payment of rent and observance and performance by him of several conditions here in contained.

33) Consequent upon them infringement/breach if any of the clauses of lease deed by lessee, the allotting authority may/will serve a notice to the lessee for observation/compliance of clauses of lease deed (i.e. rectification of breach) within 60 (Sixty ) days and in case of non-compliance of this notice, the lease deed may be deemed terminated.

34) 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 referred to in clause 33 above without prejudice to any other right or remedy of the lessor in that behalf / and to resume the possession of the said land/ premises.

  
General Manager  
District Trade & Industries Centre, Indore



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

36) The lessee, if he is aggrieved by the original order of the allotting authority, may file a representation only one time as under :-

(i) To the concerned Industries Commissioner Bhopal against an original order of the General Manager, District Trade and Industries Centre, Indore

(ii) To the State Govt. in Commerce and Industry Dept. against an original order of the Industries Commissioner Bhopal. The decision given on such representation shall be final and no further representation will be entertained.

However such a representation shall be made within THIRTY days of the receipt of an original order.

37) The lessee shall provide regular employment to ( N.A. ) number of persons belonging to those families who have been dispossessed from their land due to its acquisition for the Industrial area / Estate / growth centre 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.

Hanumanji Engineer  
Proprietor.

  
General Manager  
District Trade & Industries Centre, Indore

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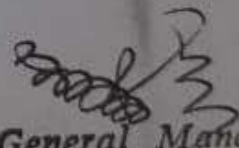
OR

Where the major portion of acquired land is to be used for a particular Industry, the lessee shall rehabilitate one person belonging to each of these families which have been disposed due to acquisition of their land for industrial purpose, according to the rehabilitation programme as approved by the Industries Commissioner Bhopal. This rehabilitation programme will have to be implemented fully within one year of the unit going into production.

38) The allotting authority to whom the powers of allotment have been delegated will also be competent to terminate the lease deed on behalf of the lessor.

39) This lease deed will be subject to the provision contained in the M.P. Industries (Shed, & Plot and Land Allotment) Rules, 1974 as amended from time to time Amendments subsequent to the execution of this lease deed shall be communicated by the General Manager to the lessee normally within a period of three months from the date of receipt or such amendments in the office of the District Trade & Industry Centre and the lessee shall bind to amend the said amendments in the lease deed on his own cost.

Manjay  
Proprietor

  
General Manager  
District Trade & Industries Centre, Indore

SCHEDULE

14

Name of Village : BHAGIRATHPURA  
Name of Tehsil : Indore  
Name of District : Indore  
Name of Industrial area/  
Estate : Industrial Estate,  
Pologround, Indore

Plot No. : Land of Shed No. A-1/C  
Size : 139.40 Sq. Mtr. 1A/302  
Block No. : Nil 9-06-2004  
Shed No. : Nil

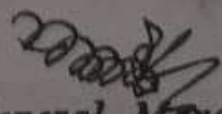
Covered Area : 1500 sqft. दस्तावेज संख्या  
Open Space : Nil 13A/302 दिनांक 9-06-2004  
कोरा सिद्ध

SURROUNDED AREA

On the EAST : Side land & Shed No.1-2/D  
On the WEST : Shed No.A-1/D  
On the NORTH : Road  
On the SOUTH : Shed No.A-1/B

Above details are shown in the Annexed Plan.(Map)

Mananjay Engineer,  
Proprietor.

  
General Manager  
District Trade & Industries Centre, Indore



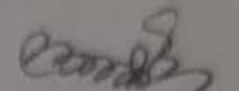
40) All sums recoverable under this deed may be recovered as arrears of the land revenue, witness whereof the parties hereto have signed this deed on the date and year respectively mentioned against their signatures.


WITNESSES:

(Please give full name, father's name, age and address)

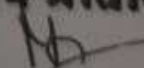
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1. शेखर चिंचलकर  
शेखर पिता चिंचलकर  
122 B सोड व वाठारा इंदौर  
2. योगेन्द्र स्पेनारे  
योगेन्द्र पिताजी नारायण स्पेनारे  
81 वाठारंगा मेनरोड इंदौर

  
(Lessor) General Manager  
Signature of the General Manager  
District Trade & Industries Centre, Indore  
Indore on behalf of Governor Of  
Madhya Pradesh.  
Name:  
Dated

Signature on behalf of  
(Lessee)  
MS. DHANANJAY ENGINEERING  
Res Dhananjay  
PROPRIETOR 

Name: Dhananjay Chinchalkar  
S/O. Gopalrao Chinchalkar  
Age : 44 YRS.  
Address: 5, Jati Colony,  
INDORE

बन्ध-प्रमाणिका  
  
बन्ध-प्रमाणिका, एवम् 30/6/04  
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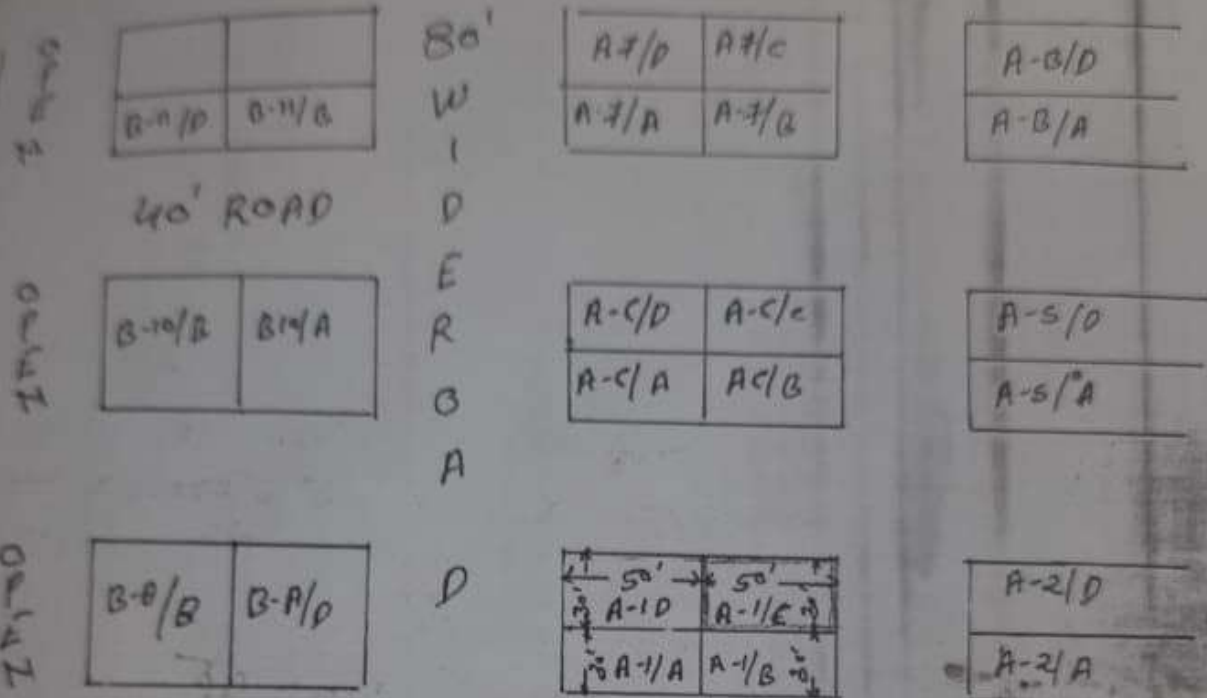
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 ಕುಲಕರ್ತಾ



PART LAYOUT PLAN of IND

ESTATE POLBOUR-VIND INDORE

SCALE - 1" = 20'



GARDEN

GARDEN

ROAD →

M.P. E.B.

NOTE - RED MARKED AREA OF LAND.  
NO A-1/C MEASURING 30' x 50' = 1500 SQ. FT. OF  
ALLOTTED TO M/S DHANANJAY ENGINEERING

*[Signature]*  
GENERAL MANAGER  
 District Trust & Industries, Indore

DT S.J.C. INDORE

*[Signature]*  
M/S DHANANJAY ENGINEERING

PROPRIETOR

*[Signature]*



रसीद दस्तावेज नंबर 13196



क्र.सं.	विवरण	तादात्म्य फीस (आगर हो तो) दाखल शुरु	रजिस्ट्री के ओहदेदार के छोटे दस्तावेज
1	दस्तावेज की तफसीलकारी व कीमत या दस्तावेज की तारीख या किस्म जो मुहरबन्द लिफाफा लिया गया हो जिसके बाबत फीस दाखिल हुई हो इसके ऊपर लिखी हुई इजाजत	3	4
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तारीख

30 JUL 2010

उप-पंजीयक

INDIA NON JUDICIAL



राज्य प्रदेश MADHYA PRADESH

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