



08/02/2021

सूची क्र.2

दुपयम निबंधक : पु.नि. चिबंदी 1

वस्त क्रमांक : 2311/2021

नोंदणी :

Regn:63m

भावाचे नाव : कोन

(1) विलेखाचा प्रकार	भाडेपट्टा
(2) मोबदला	6334200
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते मसुदा करावे)	4443000
(4) मू-मापन, पोटहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव: ठाणे इतर वर्धन :, इतर माहिती: मुनिट नं. 308, चिबंदी नं. ई 6, बी बिंग, तिसरा मजला, मुनिटचे क्षेत्र 112.57 चौ. मीटर कारपेट व ग्रेनलाईन क्षेत्र 33.77 चौ. मीटर कारपेट, एकूण क्षेत्र 146.34 चौ. मीटर कारपेट, अस्मिता टेक्स्टा 2, प्लॉट नं. 1, बति. कल्याण चिबंदी इंडस्ट्रियल एरिया, कोन ((Plot Number : 1, MIDC:;))
(5) क्षेत्रफळ	1) 146.34 चौ. मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/सिद्ध ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1): नाव:-मे. वड्या एजन्सी तर्फे प्रोप्रा अरविंद त्रिभोवन दोषी (लेडी) वय:-59; पत्ता:-प्लॉट नं: ए-३०४, माळा नं: तिसरा मजला, इमारतीचे नाव: सत्य संगम सीएचएस, ब्लॉक नं: शिबाजी नगर, रोड नं: मुसुंड घेकनाका, ठाणे, महाराष्ट्र, THANE. पिन कोड:-400604 पॅन नं:-ACJPD6970H 2): नाव:-मे. मेगस इन्फ्राटेक प्रायव्हेट लिमिटेड तर्फे संचालक मयुर रतिमान मुबक तर्फे कु.मु. धारक संजय बबन डोके (बेहूलपर) वय:-38; पत्ता:-प्लॉट नं: ६०१, माळा नं: महाबा मजला, इमारतीचे नाव: इबटाऊन सोलारिज, ब्लॉक नं: तेनी गल्लीच्या समोर, रोड नं: बोधरी (पूर्व), मुंबई, महाराष्ट्र, मुंबई. पिन कोड:-400069 पॅन नं:-AAECM0238M
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:-मे. अस्मिता इन्फ्राटेक लिमिटेड तर्फे संचालक होशियार सिंग कुट्टू तर्फे कु. मु. धारक संजय बबन डोके (लेसर) वय:-38; पत्ता:-प्लॉट नं: ३०२, माळा नं: -, इमारतीचे नाव: सीएफसी-1, अस्मिता टेक्स्टाईल पार्क, ब्लॉक नं: एम आय बी सी, प्लॉट नं. १, रोड नं: बति. कल्याण चिबंदी इंडस्ट्रियल एरिया, कोन, चिबंदी, महाराष्ट्र, ठाणे. पिन कोड:-421311 पॅन नं:-AAHCA0477H
(9) दस्तऐवज करून दिल्याचा दिनांक	31/12/2020
(10) दस्त नोंदणी केल्याचा दिनांक	08/02/2021
(11) अनुक्रमांक, खंड व पृष्ठ	2311/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	190500
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेर	

सह दुपयम निबंधक चिबंदी-१

मुल्यांकनासाठी विचारात घेतलेला तपशील :- मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणानाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- (ii) within the limits of any Municipal Council, Nagarpanchayat or Cantonment Area annexed to it, or any rural area within the limits of the Mumbai Metropolitan Region Development Authority or any other Urban area not mentioned in sub clause (i), or the Influence Areas as per the Annual Statement of Rates published under the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995.

81/2311

पावती

Original/Duplicate

Monday, February 08, 2021

नोंदणी क्र.: 39M

12:28 PM

Regn.: 39M

पावती क्र.: 2815 दिनांक: 08/02/2021

गावाचे नाव: कोन

दस्तऐवजाचा अनुक्रमांक: बवड1-2311-2021

दस्तऐवजाचा प्रकार : भाडेपट्टा

सादर करणाऱ्याचे नाव: मे. अस्मिता इन्फ्राटेक लिमिटेड तर्फे संचालक होशियार सिंग कुंडू तर्फे कु. सु. धारक संजय बबन डोके (लेसर)

नोंदणी फी

₹. 30000.00

दस्त हाताळणी फी

₹. 1700.00

पृष्ठांची संख्या: 85

एकूण:

₹. 31700.00

आपणास मूळ दस्त, चॅबनेल प्रिंट, सूची-२ अंदाजे
12:46 PM ह्या वेळेस मिळेल.

बाजार मूल्य: ₹.4443000/-

मोबदला ₹.6334200/-

भरलेले मुद्रांक शुल्क : ₹. 190500/-

Sub Registrar Bhivadi 1.

सह पुञ्ज-निजदक भिवडी-१

1) देयकाचा प्रकार: By Cash रक्कम: ₹ 1700/-

2) देयकाचा प्रकार: eChallan रक्कम: ₹.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH009167364202021E दिनांक: 08/02/2021

वैकेचे नाव व पत्ता:

मुळ दस्त
भरत केला

व व ड-१
द.क्र. १११ / २०२१
पाने ५४ ३१५

AGREEMENT FOR LEASE

THIS AGREEMENT FOR LEASE ("Agreement") is made at Bhiwandi, on this 31 day of Dec. in the Christian Year 2020.

BETWEEN

ASMEETA INFRATECH LIMITED (PAN NO. AAHCA0477H), a Company duly incorporated and registered under the provisions of the Companies Act, 1956 (and now deemed to be registered under the provisions of Companies Act, 2013) and having its Office at 302, CFC-1, Asmeeta Textile Park, Plot No.1, Addl. Kalyan Bhiwandi Industrial Area, Village-Kon, Bhiwandi, Thane - 421 311, through its Director **COL HOSHIAR SINGH KUNDU (RETD.)**, hereinafter called the "**LESSOR**" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its administrators and assigns) of the **FIRST PART**.

AND

MR. ARVIND TRIBHOVAN DOSHI, (PAN NO. ACJPD6970H), Age: 59 years, Indian Inhabitant, having his address as A-304, 3rd Floor, Satya Sangam CHS, Shivaji Nagar, Mulund Checknaka, Thane - 400 604, as the Proprietor of M/s. **SHRADDHA AGENCY, (PAN NO. ACJPD6970H)**, having his office at A-304, 3rd Floor, Satya Sangam CHS, Shivaji Nagar, Mulund Checknaka, Thane - 400 604, hereinafter called the "**LESSEE**", (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include as far as (i) individual is concerned, his/her/their respective heirs, executors, administrators and assigns, (ii) HUF is concerned, his respective heirs, executors, legal representatives administrators, coparceners and assigns (iii) sole proprietor is concerned, his/her respective heirs, executors, administrators and assigns (iv) partnership firm is concerned, the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/ his/ or her assigns and (v) as far as company is concerned, its administrators and assigns) of the **SECOND PART**.

AND

M/S. MAGUS INFRA TECH PRIVATE LIMITED (PAN NO. AAECM0238M), a Company duly registered and incorporated under the provisions of Companies Act, 1956 (and now deemed to be registered under the provisions of Companies Act, 2013) having its registered office at Hubtown Solaris, 601, 6th floor, Opp. Teli Galli, Andheri East, Mumbai 400 069, represented through its Director **MR. MAYUR RATILAL SUCHAK** and hereinafter referred to as "**DEVELOPER**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include its successors and assigns) of the **THIRD PART**.

DEFINITIONS

In this Agreement, the following expressions shall mean as hereinafter defined:

1. M.I.D.C.

"M.I.D.C." shall mean Maharashtra Industrial Development Corporation, a Government of Maharashtra Undertaking, being the Grantor in respect of the said Property.



Aidashi
Signature for Lessee

[Signature]
Signature for Developer

[Signature]
Signature for Lessor

बवड-१

द.क. 10/09/2021

दि. 10/09/2021

3.6 PAYMENT BEFORE EXECUTION OF THE AGREEMENT

An amount of **Rs. 10,97,227/- (Rupees Ten Lakh Ninety Seven Thousand Two Hundred and Twenty Seven Only)** has been received from the Lessee prior to execution of the agreement in the following manner, receipt whereof the Developer doth hereby admit and acknowledge, subject to realization:-

Cheque No.	Cheque Date	Name of Bank/Branch	Amount towards Consideration (Rs.)	Amount towards GST (Rs.)
695450	14.04.2019	State Bank of India	1,00,000/-	
594871	14.04.2019	State Bank of India	1,00,000/-	
695451	22.06.2019	State Bank of India	3,97,227/-	
695454	07.11.2019	State Bank of India	3,00,000/-	
695458	14.08.2020	State Bank of India	1,00,000/-	
695459	14.09.2020	State Bank of India	1,00,000/-	
695452	22.06.2019	State Bank of India		47,778/-
TOTAL			10,97,227/-	47,778/-

3.7 PAYMENT SCHEDULE/MILESTONES

The said Consideration of **Rs. 52,06,973/- (Rupees Fifty Two Lakh Six Thousand Nine Hundred and Seventy Three Only)** shall be paid by the Lessee in the following manner (time being essence of the contract):-

Installments	Amount Payable to Developer (Rs.)	GST Amount (Rs.)	Percentage (%)	Milestone/Deliverables
1 st	1,63,613/-	53,086/-	10.50%	Execution of Agreement for Lease
2 nd	6,30,420/-	50,434/-	10%	On Completion of Plinth
3 rd	6,30,420/-	50,434/-	10%	On Completion of Ground Floor Slab
4 th	6,30,420/-	50,434/-	10%	On Completion of First Floor Slab
5 th	6,30,420/-	50,434/-	10%	On Completion of Second Floor Slab
6 th	6,30,420/-	50,434/-	10%	On Completion of Third Floor Slab
7 th	6,30,420/-	50,434/-	10%	On Completion of Fourth Floor Slab
8 th	6,30,420/-	50,434/-	10%	On Completion of External Internal Plaster
9 th	6,30,420/-	50,434/-	10%	On Possession
TOTAL	52,06,973/-	4,56,558/-		



Signature for Lessor

Signature for Lessee

Signature for Developer

33-1
339/2021
WELLU

दस्तावेजांक व वर्ष: 876/2010

दुय्यम निबंधक: दिल्ली।

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कोन

(1) विलेखाचा प्रकार, मॉबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मॉबदला: रु. 364,221,000.00
वा.सा. रु. 509,911 500.00

(2) भू-मापन, पॉटहिस्सा व घरकामांक (अस्तित्वात) (1) कायमते प्लॉट क्र. 11 वपन मोज करू लागू नव्हता वहीन प्लॉट क्र. 12 वहीन मोज करू लागू नव्हता. परिश (एम्फायटीसी) क्षेत्र 242814 सी.सी. वहीन मोज करू लागू नव्हता दि. 19/12/09 अन्वये रु. 2,54,06,580/- करत

(3) क्षेत्रफळ (1) 242814 सी.सी. वहीन मोज करू लागू नव्हता

(4) आकारणी किंवा जुळी देण्यात आलेले तपका (1)

(5) दस्तावेज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश अस्तित्वात, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) एम.आय.सी.सी. वहीन मोज करू लागू नव्हता. परिश मंडळ एम.आय.सी.सी. वहीन मोज करू लागू नव्हता. पक्ष/पक्षकार: - कडर/वाव: - राजकुमार. व. वहीन मोज करू लागू नव्हता

(6) दस्तावेज करून देण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हकुमनामा किंवा आदेश अस्तित्वात, वादीचे नाव व संपूर्ण पत्ता (1) ए. अस्मीता इंग्रजदेवी प्रा. लि. वहीन मोज करू लागू नव्हता. परिश मंडळ एम.आय.सी.सी. वहीन मोज करू लागू नव्हता. पक्ष/पक्षकार: - ईश्वरतीर्थे नाव. वहीन मोज करू लागू नव्हता. परिश मंडळ एम.आय.सी.सी. वहीन मोज करू लागू नव्हता. नगर दुर्गे 04; ईश्वरतीर्थे नाव. पक्ष/पक्षकार: - कडर/वाव: - राजकुमार. वहीन मोज करू लागू नव्हता. AAHGA04771.

(7) दिनांक करून दिल्याचा 08/02/2010

(8) नोंदणीचा 08/02/2010

(9) अनुक्रमीक, खंड व पृष्ठ 876/2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 26495589.00

(11) बाजारभावाप्रमाणे नोंदणी रु 30000.00

(12) शेर

20 DEC 2018
एच दुय्यम निबंधक
6 DEC 2018
TWENTY RUPEES

अर्ज क्र. 982 दि. 25/12/2018

भारतीय न्याय दिली अले
अस्सल बरहुकुम नकल
एच दुय्यम निबंधक, दिल्ली



बवड-१
 द.क्र. ३३१/२०२१
 पाने ००/५५

दस्तावेजांक संख्या: ३७४७/२०१२

दुय्यम निबंधक निबंधी २

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कोन

(1) विस्तारणास प्रकरण, सोमवट्याचे स्वतंत्र भागनिर्देश
 व बाजारभावा (बाईबट्टा)च्या
 बाजारीत घट्टाकरणा आधारेणा देणे
 ही घट्टेदार व मसुदा काराचे) सोमवट्या सं. ३७४.२। १,०००.००
 मा. भा. सं. १५८.०/०.५००.००

(2) भू-वापरात, पोटहिरता व धरक्यांचा
 (असाधारण)

(1) आवापत (सॉट क्र. 1) वसंता वीरें कोन, ता. विदर्भी येथील एम.आय.डी. सी. प्लॉट नं. 1 सं. 242814.0 0.00. शुभी काराण (अभिनिर्देश क्र. 822/12 दि. 5/05/2012)

(3) क्षेत्रकळ

(1) 242814.0 0.00. शुभी काराण

(4) आकारणी किंवा जुडी देण्यात
 असेल तेव्हा

(1)

(5) दरतापेवज करून देण्या-चा
 पध्दतीने व संपूर्ण पत्रा नाव किंवा
 दिवाणी न्यायालयाचा हुकुमनामा
 किंवा अदालत असाधारण, घाटीपाटीचे
 नाव व संपूर्ण पत्रा

(1) मी. अविनाश इन्डस्ट्रीज लि. सर्व साधारण इतिहास एल. सुबु. पट/प्लॉट नं. अजिमा
 देवतादाईत सॉट, प्लॉट नं. 1, अतिरिक्त कल्याण-विदर्भी औद्योगिक वसाहत, कोन, ता. विदर्भी
 माली/रस्ता: इमारतीचे नाव: इमारत नं.: पेट/प्लॉट नं.: हाड/गाव: सातुका: वि. नं.:
 421502; वैन नमूना: AAHCA04774.

(6) दरतापेवज करून देण्या-चा
 पध्दतीने व संपूर्ण पत्रा किंवा
 दिवाणी न्यायालयाचा हुकुमनामा
 किंवा अदालत असाधारण, घाटीचे नाव
 व संपूर्ण पत्रा

(1) महाराष्ट्र औद्योगिक विकास महामंडळ सॉट वी.डी. वेरकर. पट/प्लॉट नं. उद्योग काराणी
 मरीच इंड. एरिया, बहाजगती केवस पोट, अंधेरी पु. मुंबई; माली/रस्ता: इमारतीचे नाव: इमारत नं.:
 पेट/प्लॉट नं.: हाड/गाव: सातुका: वि. नं.: 400093; वैन नमूना:
 (2) महाराष्ट्र औद्योगिक विकास महामंडळ सॉट वी.डी. मळाळे. पट/प्लॉट नं.: हाड/गाव: सातुका: वि. नं.:
 माली/रस्ता: इमारतीचे नाव: इमारत नं.: पेट/प्लॉट नं.: हाड/गाव: सातुका: वि. नं.:
 वैन नमूना:

- (7) दिनांक करून दिव्याचा 01/05/2011
- (8) नोंदणीचा, 07/05/2011
- (9) अनुमतीचा, छंज व पट 3747 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क ₹ 100.00
- (11) बाजारभावाप्रमाणे नोंदणी ₹ 30000.00
- (12) रीत



सह दुय्यम निबंधक वगैरे
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from its due date subject to realization along with penalty charges of Rs. 5000/- (Rupees Five Thousand Only) per delayed payment.

3.8.5 In the event of dishonor of cheques of the Lessee in above payments, the Lessee shall be liable to pay penalty charges of Rs. 5000/- (Rupees Five Thousand Only) per dishonored instalment.

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3.9 TAX DEDUCTED AT SOURCE (TDS):

The Lessee shall deposit Tax deduction at Source (TDS) as applicable under Income Tax Act along with the payment of each instalment with Government of India and the same shall be evidenced by the Lessee by providing to the Developer the duly stamped copy of Challan cum Statement - Form No. 16B from time to time. In the event of default in payment towards TDS Lessee shall be liable to pay interest at the rate of 18% p.a. as may be levied by concerned authorities (which is currently @ 18%) from the date of default till the date of actual realization of the same to the Developer.

ARTICLE IV

PAYMENT TO BE MADE TO LESSOR

4.1 SECURITY DEPOSIT

On execution of this Agreement, the Lessee has agreed to keep a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) as Interest Free Refundable Security Deposit ("Deposit") with the Lessor at all times to enable the Lessor to pay and/or adjust any amount or amounts which may remain in arrears to be paid by the Lessee towards Operation and Maintenance Charges as hereinbefore mentioned. It is expressly agreed that the said Deposit does not entitle the Lessee to commit any delay or default in making payment of Operation & Maintenance Charges to the Lessor on the due date and by reason of the said Deposit the Lessee is neither discharged nor relieved of its obligations to pay the said Operation & Maintenance Charges on the due date under this Agreement or otherwise in any manner whatsoever.

4.2 MONTHLY MAINTENANCE CHARGES/OUTGOINGS

4.2.1 The Lessee shall, from the date on which possession of said Unit is offered by the Developer or from the date of Building Completion Certificate whichever is earlier irrespective of the Lessee taking possession or not, pay to the Lessor the monthly provisional proportionate share of outgoings, Maintenance charges and other expenses including for Facilities and Amenities provided in Layout Area, due in respect of the said Unit regularly on or before the 5th day of each and every month (the Maintenance Charges). The charges for maintenance of common facilities and common areas and amenities shall be paid by the Lessee irrespective of whether such common facilities and amenities are used or not by the Lessee.

4.2.2 The Lessee has agreed to pay advance maintenance charges (12 months) of Rs. 57,000/- (Rupees Fifty Seven Thousand Only) to the Lessor in respect of the said Unit at the time of receiving possession.

4.2.3 Contribution towards Maintenance Charges and/or outgoings shall be as follows, inter alia viz:-

- a) Maintenance, repairs and upkeep of the common areas;



Signature for Lessor

Aidoshi
Signature for Lessee

Signature for Developer

out construction on Phase I (B) and Phase II property i.e. an area admeasuring in aggregate 62,000 sq. mtrs. to be developed by Developer as per layout approved by MIDC in the said Project (A) and (B).

IX. **PROJECT (A):-**

"Project (A)" shall mean the development work proposed on the said Phase I (B) Property upon due sanctions been accorded by the relevant authorities from time to time and construction on the said Phase I (B) Property by utilization of development potential which is available from the said Property (now or that may be available in future) including FSI, FAR, DR and TDR FSI, Fungible FSI, Floating FSI, Incentive FSI as may be permissible by appropriate authority. The said Project (A) is known as "Asmeeta Texpa II", comprises of various infrastructures on the said Phase I (B) Property, viz Gala Buildings for carrying business and allied activities, Common Facility Centre 2 i.e. Dormitory Building, Essential Staff Quarters Building, to be developed on the said Phase I (B) Property as envisaged in this Agreement and upon due sanctions being accorded by MIDC and other appropriate authorities from time to time.

X. **PROJECT (B):-**

"Project (B)" shall mean the development work proposed on the said Phase II Property upon due sanctions been accorded by the relevant authorities from time to time and construction on the said Phase II Property by utilization of development potential which is available from the said Property (now or that may be available in future) including FSI, FAR, DR and TDR FSI, Fungible FSI, Floating FSI, Incentive FSI as may be permissible by appropriate authority. The said Project (B) is known as "Asmeeta Texpa II", comprises of various infrastructures on the said Phase II Property, viz Flatted Gala Building, Inline Factory Building, support services/facilities buildings, etc., to be developed on the said Phase II Property as envisaged in this Agreement and upon due sanctions being accorded by MIDC and other appropriate authorities from time to time.

XI. **LAYOUT PLAN/LAYOUT AREA**

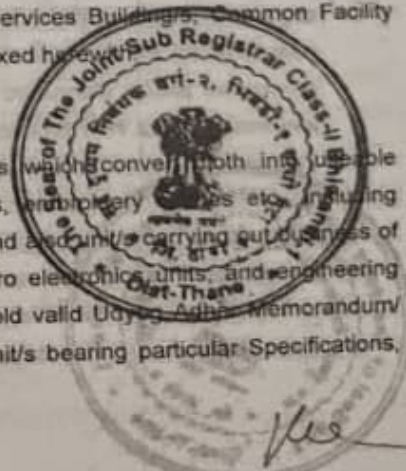
"Layout Plan/Layout Area" shall mean, Layout of the Project (A) and (B) demarcating the locations of the various buildings and infrastructures on the said Project (A) and (B) as may be sanctioned by MIDC and other competent authorities from time to time, and as may be further amended / revised / altered / modified / substituted by the Developer/Lessor from time to time.

XII. **BUILDING/S**

"Building/s" shall mean the flatted gala industrial building/s of RCC Structure, comprising of Ground plus 4 (Four) floors, which would house the Unit/s, to be constructed on the said Phase II Property such as Inline Flatted Gala Building/s, Support Services Buildings, Common Facility Center (CFC) Building/s, as shown in the Layout Plan/s annexed herewith.

XIII. **ELIGIBLE UNIT/S/Unit**

"Eligible Unit/s/Unit" shall mean those production unit/s which convert both into usable readymade garment, mattresses, carpets, covers, curtains, embroidery, etc. including ready cloth for packing and for all intermediate processes and also unit/s carrying out business of manufacturing jewelry, cutting and polishing of gems, micro electronics units, and engineering units in flatted gala industrial buildings. The Unit should hold valid Udyog Adhar Memorandum/ Industrial Entrepreneurs Memorandum. Each production unit/s bearing particular Specifications,



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Signature for Lessee

Signature for Developer

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MIDC PLOT/SAID PROPERTY

"MIDC Plot/said property" for this Agreement purpose means Plot No. 1, in Additional Kalyan Bhiwandi Industrial Area within the Village Limits of Kon and outside limits of Municipal Council in Rural Area, Taluka- Bhiwandi, Registration District Thane, being contiguous Land parcel admeasuring 2,42,814 sq. mtrs. area or thereabouts, as allotted to the Lessor herein, more particularly described in the 'First Schedule' hereunder mentioned. Other adjacent plot/s of MIDC may be added to the 'said Property' in due course of time, as the case may be.

III. MIDC PRINCIPAL AGREEMENTS

"MIDC Principal Agreements" shall mean (i) Agreement for Lease dated 5th February, 2010 duly registered with the Sub Registrar of Assurances at Bhiwandi under Serial No. BWD-1/0876/2010 dated 8th February 2010, and (ii) Pre-Determine Lease dated 07th May 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-2/3747/2012 dated 07/05/2012, and (iii) Supplemental Lease dated 15th May 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-2/04009/2012 dated 15/05/2012, and (iv) Supplemental Lease dated 03rd August 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-1/6468/2012 dated 03/08/2012 executed between MIDC and the Asmeeta Infratech Ltd.,

IV. MIDC LEASE

MIDC demised unto the Lessor the MIDC Plot on lease with rights to develop it for a period of 95 years commencing from first day of September, 2009 on the terms and conditions contained in the said MIDC Principal Agreements.

V. PHASE I (A) PROPERTY

"Phase I (A) Property" means land admeasuring 1,80,814 sq. mtrs. area out of the land of MIDC plot admeasuring 2,42,814 sq. mtrs. area developed under the Scheme for Integrated Textile Parks (SITP) along with infrastructure facilities for setting up textile units as Asmeeta Texpa.

VI. PHASE I (B) PROPERTY

"Phase I (B) Property" for this Agreement purpose means land admeasuring 14,000 sq. mtrs. area out of the land of MIDC plot admeasuring 2,42,814 sq. mtrs. area to be developed along with infrastructure facilities in 'Asmeeta Texpa II' which is highlighted in green colour in the map Annexed herewith as "Annexure 1".

VII. PHASE II PROPERTY

"Phase II Property" for this Agreement purpose means the balance land admeasuring about 48,000 sq. mtrs. area out of the land of MIDC Plot admeasuring 2,42,814 sq. mtrs. area to be developed under the Policy for Industrial Parks comprising of flatted galas for readymade garment production, bags and jewelry, micro electronics, and engineering units, in 'Asmeeta Texpa II' which is highlighted in red colour in the map Annexed herewith as "Annexure 1".

DEVELOPMENT AGREEMENT:-

"Development Agreement" shall mean Agreement dated 24th October 2019 duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. 9799-2019 dated 24.10.2019 entered into by and between Lessor herein (therein referred as Lessee) and Developer herein for carrying



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Signature for Developer

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which would be comprised within each flatted gale industrial building/s as would be constructed on the said Phase II Property, as shown in the Layout Plan/s annexed herewith.

XIV. AMENITIES

"Amenities" would be namely, Open Spaces, Internal Roads, Pathways, Gardens, Storm Water Drains, Street Lightings, Electricity Substation, Sewage Treatment Plant (STP), etc., as may be provided by Developer if approved by the appropriate authority in the Project (A) and (B). Ownership of such Amenities would always vest in the Lessor and/or its Transferee as the case may be. 'Amenities List' is annexed herewith "Annexure I".

XV. CARPET AREA

"Carpet area" shall mean the net usable floor area within a Unit, excluding the area covered by the external walls or any other areas specifically exempted from floor space index computation in MIDC DCR.

XVI. FACILITY MANAGEMENT ENTITY (FME)

"Facility Management Entity" means an Agency/ Entity that will be appointed by the Lessor, to Operate and Maintain (O & M) the Project (A) and (B), by rendering its Facility Management Services, under a monthly 'O & M Charge' levied on each Lessee in the Project (A) and (B).

XVII. OPERATION AND MAINTENANCE CHARGES (O&M)

"Operation and Maintenance Charges" shall mean such monthly contribution and/or compensation, as would be payable by each Lessee in the said Project (A) and (B), (including taxes/rates/cess/levies/charges, direct or indirect, present or future, prospective or retrospective) as may be decided by the Lessor with respect to the area of unit of each Lessee, from time to time, towards inter alia the general upkeep, operation, maintenance, monitoring and ensuring uniformity of the said Project (A) and (B) including that of the said Unit. The O & M charges are to be paid in advance by 5th of every month.

XVIII. POSSESSION DATE

"Possession Date" shall mean possession of the said Unit by the Developer to the Lessee on 30th June 2022 or as may be communicated by the Developer from time to time, subject to receipt in entirety of the consideration amount, all payments and outgoings mentioned hereunder.

XIX. FORCE MAJEURE

"Force Majeure" shall mean
i) any event or combination of events or circumstances beyond the control of the Developer which cannot (i) by the exercise of reasonable diligence or (ii) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the / Developer /s ability to perform its obligations under this Agreement, which shall include but not be limited to:

- act of God such as fire, drought, flood, earthquake, epidemics, natural disasters; or
- explosions or accidents, air crashes, act of terrorism; or
- strikes or lock outs, industrial disputes, action of labour unions; or
- epidemic, quarantines, restrictions or other public health restrictions or advisories;



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- e. strikes or lockouts (f) disruption to local, national or international transport services
- f. inability to procure or general shortage or non-availability of energy, labour, equipment, cement, steel or other construction materials/supplies due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever; or
- g. war and hostilities of war, riots, bandh or civil commotion; or
- h. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed under this Agreement; or
- i. any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority (ies) refuses, delays withholds, denies the grant of necessary approvals for the said building /said Project (A) and (B) or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority (ies) becomes subject matter any suit/writ before a competent court or, for any reason whatsoever; or
- j. any kind of sabotage; or
- k. any litigation concerning the said Property or any portion thereof not within the reasonable control of the Developer; or
- l. any event or circumstances or any other cause (whether similar or dissimilar to the foregoing);
- m. If any matters issued relating to approvals, permissions, notices, notifications by the competent authority become subject matter of any suit/writ before a competent Court;
- n. Economic slowdown in general;
- o. Delay in issue of Commencement certificate/ Occupancy Certificate and/or Building completion Certificate or any other by the Concerned/Competent Authority;
- p. If the said Building or any part thereof gets demolished and/or damaged due to any reasons whatsoever.

(ii) The Developer shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided in this Agreement if such performance is prevented delayed or hindered due to force majeure as defined hereinabove.

XX. CLASS "A" SHARE

The Class "A" Equity shares shall mean "A" Class of Equity Shares of the Lessor. The "A" Class Equity Shares shall have voting rights and entitlement to the 97.25% of the total amount of Dividend declared in any year by the Lessor.

XXI. CLASS "B" SHARE

The Class "B" equity shares shall mean "B" Class of equity shares of the Lessor. By virtue of holding the "B" Class equity shares, the shareholder shall be entitled to enjoy the unit for all the time free from any encumbrances and shall become the member of the Project (A) and Project (B) as the case may be.

- a) The Right to nominate sub-Lessee for Eligible Units is attached to "B" Class equity shares. Such right is attached pro-rata to the "B" class equity shares to the extent and proportion of "B" class equity shares held by each of the "B" class equity shareholders.
- b) The "B" Class equity shares shall not: (i) have any voting rights; (ii) the right to declare dividend; (iii) the right to appoint directors on the Board of Lessees; (iv) the right to amend the Memorandum and Articles of Association of the Lessee.



[Signature]
 Signature for Lessor

Aidoshi
 Signature for Lessee

[Signature]
 Signature for Developer

Sr. No.	Particulars	Amount (Rs.)
1.	Consideration towards Unit	60,00,000/-
2.	Consideration towards share allotment	30,000/-
	Total Consideration	60,30,000/-

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60,00,000/- 90/24

63,34,200/-

For conditions and covenants to be observed and performed by the Lessee and the Lessor has confirmed such consideration, Lessee is entitled to the Lease of the said Unit (subject to Payment of the total Consideration amount as mentioned in this Agreement) on terms and conditions as contained herein. The total consideration is payable towards the premium and rent to be paid to the Developer, and towards nominating the said Lessee and having caused the Developer to execute this Agreement for Lease in respect of the said Unit and transfer of agreed number of "B" Class Equity Shares in favour of Lessee, to be paid to the Lessor.

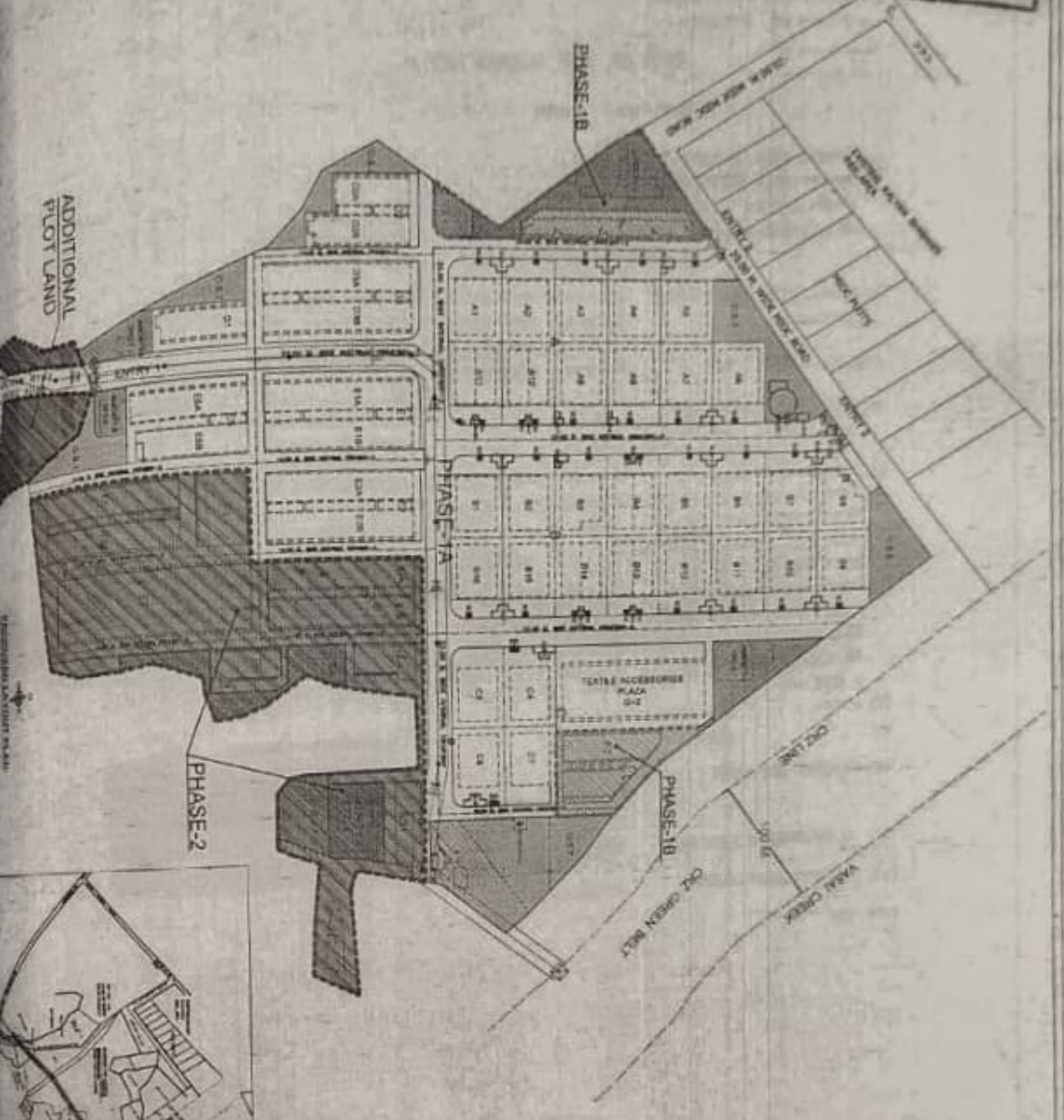
- 3.1.1 The Total consideration are exclusive of any sums, fees, duties, premiums, rents, taxes (direct indirect, prospective retrospective), levies, deposits, local body tax, imposed or such charges or outlays by whatever name called, charged, levied, imposed and payable in respect of the said Unit or howsoever arising from the transaction contemplated herein to any government authority. Any or all taxes, Stamp duty registration or any tax levied or imposed etc., arising from lease of the said Unit to the Lessee or the transaction contemplated herein shall be borne and paid by the Lessee along-with installments by the Lessee within 7 days of demand by the Developer.
- 3.1.2 In the event of delay on behalf of the Lessee in above said payments of Consideration towards **Unit**, the Lessee shall be liable to pay interest on the same at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (Two Percentage) thereon calculated from its due date subject to realization.
- 3.1.3 In the event of delay on behalf of the Lessee in above said payments of Consideration towards **share allotment**, the Lessee shall be liable to pay interest at the rate of 21% p.a. (Twenty One Percentage) calculated from its due date subject to realization along with penalty charges of Rs. 5000/- (Rupees Five Thousand Only) per delayed payment.
- 3.1.4 In the event of dishonor of cheques of the Lessee in above payments, the Lessee shall be liable to pay penalty charges of Rs. 5000/- (Rupees Five Thousand Only) per dishonored installment.
- 3.1.5 All Consideration payment (except Share Purchase Consideration) to be made by Demand Draft/Pay order/Cheque/RTGS/NEFT drawn in favor of "MAGUS INFRATECH PRIVATE LIMITED COLLECTION ESCROW ACCOUNT" vide Account No. 57500000341077, IFSC Code No. HDFC0000086, HDFC Bank Ltd, Branch Andheri (East).
- 3.2 SHARE PURCHASE CONSIDERATION:**
- 3.2.1 The Lessee shall pay the Share Purchase consideration of Rs. 30,000/- to the Lessor at the time of receiving possession of the said Unit.
- 3.2.2 In the event of delay on behalf of the Lessee in above said payments of Consideration towards share allotment the Lessee shall be liable to pay interest at the rate of 21% p.a. (Twenty One Percentage) calculated from its due date subject to realization along with penalty charges of Rs. 5000/- (Rupees Five Thousand Only) per delayed payment.



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Signature for Lessee

Signature for Developer

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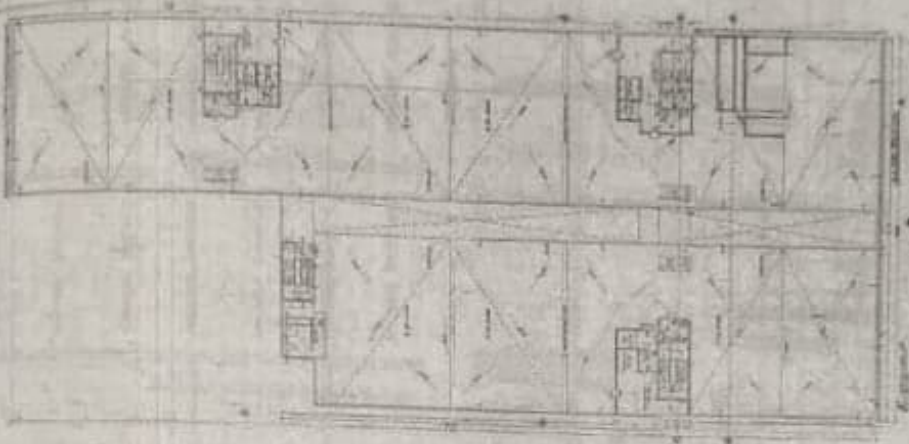


- LEGEND:
- PHASE-1A
 - PHASE-1B
 - PHASE-2
 - ADDITIONAL PLOT BOUNDARY



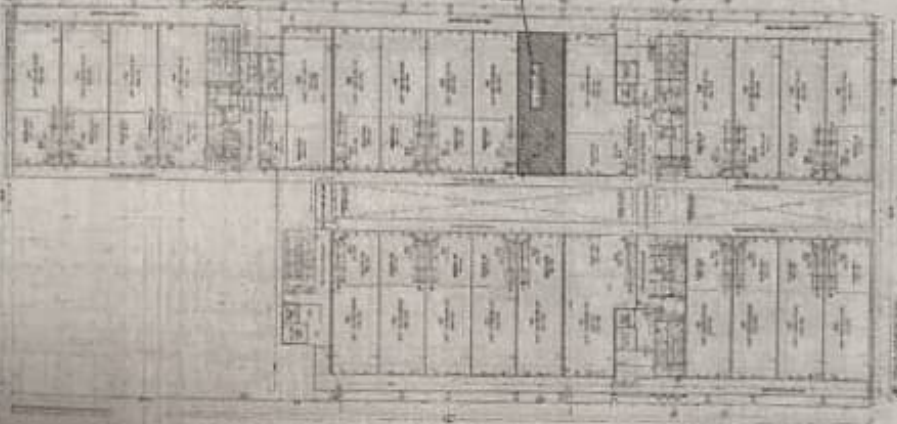
Sl. No.	Particulars	Remarks
01	Proposed under plan No. 2311/2023	
02	AMARTEK DEVELOPERS LTD.	
03	Special permission No. 113	

27/12/2022
22/11

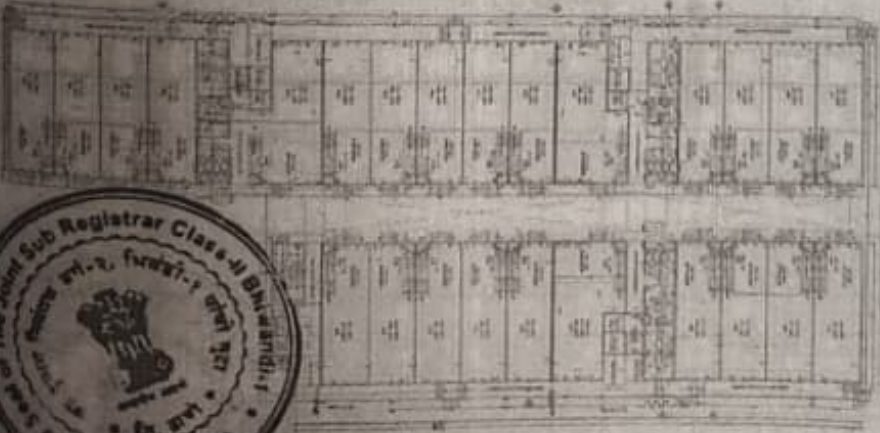


Plot No.	
Area	
Volume	
Height	
Remarks	

E6B-306



1:100



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

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This registration is granted under section 5 of the Act to the following project under project registration number :
1700020215

Project: **ASMEETA TEXPA - II, Plot Bearing / CTS / Survey / Final Plot No.: 1 at kon (CT), Bhiwandi, Thane, 421311.**

1. **Magus Infratech Private Limited** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City, Pin: 400069.**

2. This registration is granted subject to the following conditions, namely:-

- The promoter shall enter into an agreement for sale with the allottees;
- The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
- The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (f) of sub-section (2) of section 4 read with Rule 5;

OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 29/03/2019 and ending with 31/12/2029 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
- That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

Signature valid
Digitally Signed by
Dr. Vasanti Premchand Prabhu
(Secretary, MahaRERA)
Date: 3/29/2019 6:26:05 PM

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

Dated: 29/03/2019
Place: Mumbai



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ARTICLE I

UNIT

1.1 The Developer has agreed to grant on Lease and the Lessor has confirmed such Lease and the Lessee has agreed to take on lease the Unit more particularly described in the table herein below, (hereinafter referred to as the "said Unit") to be constructed by the Developer in the Project (B), as shown on the Plan annexed hereto and shown thereon in red colour boundary line subject to the condition that the said Unit will be used by the Lessee only for the purpose of Business as specified in definition clause (XIII) above and allied activities as Permissible and contemplated by government from time to time, MIDC and for no other purpose or purposes, against payment of the Total Consideration/Lease Rent/Maintenance Charges/Goods and Service Tax (GST) (MIDC Charges/Panchayat taxes etc.) and any other applicable Taxes/ Other payments, etc., as hereinunder mentioned in detail. The Specifications of the said Unit are annexed hereto and marked herewith as "Annexure G".

Sr. No.	Particulars	Details
i.	Unit No.	306
ii.	Floor	Third
iii.	Building No.	E6
iv.	Wing	B
v.	Building Type	Industrial Gala
vi.	Carpet Area of the Unit (sq. mtrs.)	112.57
vii.	Carpet Area of the Mezzanine (sq. mtrs.)	33.77
viii.	Project Name	Asmeeta Texpa II

ARTICLE II

LEASE TERM/RENEWAL

2.1 GRANT OF TERM

The Developer herein has agreed to lease the said Unit on lease (more particularly described in the Third Schedule hereunder written) and the Lessor has confirmed such lease in favour of the Lessee for residual unexpired term of 95 years (Ninety Five years) computed from 01.09.2009.

2.2 LEASE PERIOD/RENEWAL OF LEASE

The Tenure and subsistence of this Agreement shall be co-terminus and concurrent with MIDC Lease and the MIDC Principal Agreements. Further, the term of Lease of the present Agreement shall be concurrently renewed for further period depending on MIDC granting renewal of the lease to the Lessor as per the MIDC Lease and MIDC Principal Agreements or as per the policy of MIDC prevailing at that time subject to the Developer and Lessee have duly performed and observed their covenants and conditions on their part as per the MIDC Principal Agreements or as per the Policy and this Agreement and shall at the end of the said term be desirous of receiving a said Property including the said Unit.

ARTICLE III

CONSIDERATION PAYMENT TO BE MADE TO DEVELOPER

Total Consideration amount:-

The total consideration amount agreed to be paid by the Lessee to the Developer and the consideration amount agreed to be paid by the Lessee to the Lessor towards share allotment, in respect of said Unit is as follows:-



Signature for Developer