Receipt (pavti)

75/9516 Monday,May 22 ,2023 9:35 AM पावती

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 10585

दिनांक: 22/05/2023

गावाचे नाव: **कळवा** 

दस्तऐवजाचा अनुक्रमांक: टनन3-9516-2023

दस्तऐवजाचा प्रकार : भाडेपट्टा

मादर करणाऱ्याचे नाव: भाडेकरू -मे.सिद्धार्थ इंटरप्रायजेस तर्फे प्रोप्रायटर राहुल सिद्धार्थ वाघमारे - -

नोंदणी फी

**ਨ. 25200.00** 

दस्त हाताळणी फी पृष्ठांची संख्या: 35

एकूण:

₹. 700.00

रु. 25900.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 9:53 AM ह्या वेळेस मिळेल.

Joint Sub Registre Thane 3 सह दुय्यम निबंधक घर्ग — २ ठाणे क्र. ३

बाजार मुल्य: रु.2510800 /-मोबदला रु.2510800/-

भरलेले मुद्रांक शुल्क : रु. 125600/-

1) देयकाचा प्रकार: DHC रक्कम: रु.700/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 0905202315239 दिनांक: 22/05/2023

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: eChallan रक्कम: रु.25200/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001508475202324E दिनांक: 22/05/2023

बँकेचे नाव व पत्ता:

नोंद्णी फी माफी असल्यास तपशिल :-

1) Fee Adjustment: Fee Adjustment (yashada training) code added for keeping tack of adjusted fees

R.





सुची क्र.2

गावाचे नाव: कळवा

द्य्यम निबंधक : सह दु.नि. ठाणे 3

दस्त क्रमांक : 9516/2023

नोवंणी:

Regn.63m

र प्रकार	भाडेपट्टा
(1) विलेखाचा प्रकार	2510800
(2) प्रोहरला (3) हाजारभाव (भाडेपटटयाच्या	2510800
राहतितपटटीकार जा नगर	
न्युट कराबे) (४) घू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:ठाणे म.न.पा. इतर वर्णन :, इतर माहिती: प्लॉट नं.केएसी-64,टीटीसी इंडस्ट्रियल एरिया,कळवा आणि दिघे एमआयडीसी नवी मुंबई,क्षेत्र-100 चौ.मी.( ( Plot Number : केएसी-६४ ; ) )
(5) क्षेत्र <b>फळ</b>	1) 100 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. (7) इस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा	1): नाव:-माडेकरू -मे.सिद्धार्थ इंटरप्रायजेस तर्फे प्रोप्रायटर राहुल सिद्धार्थ वाघमारे वय:-37; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: सदनिका नं.३०६, कुसुम हिरा अपार्टेमेंट रवाळे गाव नवी मुंबई , क्लॉक नं: -, रोड नं: -, महाराष्ट्र ठाणे. पिन कोड:-400701 पॅन मं:-ABIPW7050R

महाराष्ट्र, ठाणे. पिन कोड:-400701 पॅन नं:-ABIPW7050R

(8)टस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश

हुकुमनामा किंबा आदेश असल्यास,प्रतिबादिचे

असल्यास,प्रतिबादिचे नाव व पत्ता

(9) इस्तऐवज करुन दिल्याचा दिनांक

(10)दस्त नोंदणी केल्याचा दिनांक

(11)अनुक्रमांक,खंड व पृष्ठ

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

(13) बाजारमा वाप्रमाणे नोंदणी शुल्क

(14)शेरा

1): नाब:-मालक- एम.आय.डी.सी. तर्फ़े एरिया मॅनेजर बी.व्ही.कदम - - वय:-50; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: उदयोग सारयी, एमआयडीसी मरोळ इंडस्ट्रियल ऐरिया, महाकाली केव्हस रोड, अंधेरी पुर्व मुंबई. , ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, MUMBAI. पिन कोड:-400093 पॅन नं:-AAACM3560C

09/05/2023

22/05/2023

9516/2023 125600

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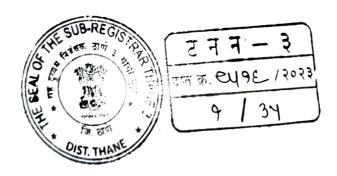
मूल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण द्स्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील द्स्तप्रकारनुसार आवश्यक

मुद्रांक शुल्क आकारताना निबडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



#### Department of Stamp & Registration, Maharashtra Receipt of Document Handling Charges 09/05/2023 Date PRN 0905202315239 Received from \_\_, Mobile number 0000000000, an amount of Rs.700/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub Registrar office Joint S.R.Thane 8 of the District Thane. **Payment Details** 09/05/2023 Date Bank Name SBIN 349553033724 REF No. Bank CIN 10004152023050914285 This is computer generated receipt, hence no signature is required.



### TRANS THANE CREEK INDUSTRIAL AREA

VILLAGE- KALWA,& DIGHE, TAL. & DIST.-THANE SCALE- 1.0 CM:2.0 M.

NORTH

PLOT NO. PLOT NO. PLOT NO. OS-5 KAC-64 07 KAC-63

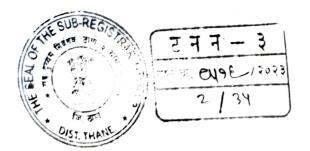
AREA100.0 SQ.M.

8.79

ROAD R/W-12.0 M.

SURVEYOR REGIONAL OFFICE, M.I.D.C. MAHAPE

Alexander S:





Area Manager MIDC, Mahape





An Agreement made at Mahape the Navi Mumbai 1 th day of TWO THOUSAND AND TWENTY THREE BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, 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 Roau, Andheri (E), Mumbai-400 093. hereinafter called "the Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND MR. RAHUL SIDDHARTH WAGHMARE, trading as a Proprietor in the name of M/S. SIDDHARTHA ENTERPRISES and having his office/Residence at Flat No.306, Kusum Hira Apartment, Rabale Gaon, Navi Mumbai-400 701. hereinafter called the "Licensee" (which expression shall, unless the context does not so admit include his heirs, executors, administrator and permitted assigns ) of the Other Part .

and the E

Quil-

WHEREAS, The Grantor 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 lives in such areas on payment of premium to Grantor, on trainments & conditions as prescribed by & on behalf of the State

WALREAS the Livensee has applied to the Grantor for the grant to it of one of said and premises hereinafter described which the Grantor has the control of the grant to him upon certain terms and conditions.

THE THE 12073

Recitals

AND WHEREAS before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (herein after called "The Chief Executive Officer)", the sum of Rs.25,10,800/-(Rupees Twenty Five Lakhs Ten Thousand Eight Hundred Only) being the amount of premium payable by the Licensee.

AND WHEREAS, at the request of the Licensee, the Grantor has handed over the possession of the Demised Land to the Licensee on the 2<sup>nd</sup> day of January,2023.

# NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. During the period of **Two Years** from the date of handing over the Possession of plot i.e. on **02/01/2023**, the Licensee shall have license and authority only to enter upon the piece of land bearing Plot No.KAC-64 admeasuring **100 Sq.Meter** in Trans Thane Creek Industrial Area (hereinafter referred to as the "Demised Premises"), more particularly described in the first schedule hereunder - written and delineated on the plan annexed hereto and thereon surrounded by a red coloured boundary line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be a bare Licensee only of the Demised Premises at the same rent and subject to the same terms as if the Lease had been actually executed.



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2. Nothing in these presents contained shall be constructed as demise in law of the said Demised land hereby agreed to be demised or any part thereof. So as to give to the Licensee any Legal interest therein until the Lease hereby contemplated shall be executed and registered but the Licensee shall only have a License to enter upon the said Demised Land for the purpose of performing this Agreement.

Not to demise

- 3. The Licensee hereby agree to observe and perform the following stipulations that is to say:-
- (a) The Maharashtra Industrial Development Corporation is declared as Special Planning Authority (SPA) for its industrial areas in accordance with the Section 40(1A) of MR&TP Act- 1966. Accordingly the Licensee as far as possible within One year from the date hereof submit to the SPA, of the said industrial area (hereinafter called "the SPA" which expression shall include any other officer to whom the duties and functions of the said SPA may be assigned) for its/his approval the specifications, plans, elevations, sections and details of the factory building hereby agreed by the Licensee to be erected on the said Demised Land and the Licensee shall at their own cost and as often as Licensee may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the SPA and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the SPA and signed by him the Licensee shall sign and leave with SPA three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the SPA. . If the Licensee could not obtain approval of the building plans within the above said time limit of One Year or in case the Licensees who have started their production activity without obtaining approval of building plan for construction, the additional charge at the rate of 5% per annum on the prevailing Industrial rate for One Month/Two Months be charged on Month-to Month basis till obtaining the approval for their building plans.

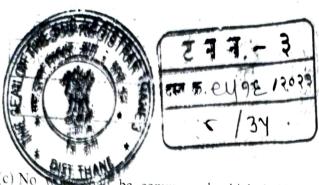
Submission of plans for approval

On the expiry of stipulated development period for obtaining building plan approval, the revised time limit shall not be granted.

(b) The said Demised Land shall be fenced in during construction by the Licensee at its expense in every respect. Fencing during constru ction

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each.



(c) No Regulations set out in the Second Schedule hereunder written as also Municipal regulations so far as the same are applicable to the Demised Land the subject of these presents nor until the No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation and said plans and elevations shall have been so approved as aforesaid and thereafter Licensee shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.

No work to begin until plans are approved

(d) (i) That Licensee as far as possible within a period of One Year from the date of handing over the possession of plot i.e. 02/01/2023, commence and within a period of Two years from the said date at Licensee's own expense and in a substantial and workman like manner and with new and sound materials and in compliance with the Building Regulations set-out in the Second Schedule strictly in accordance with the plans, elevations details and specifications applicable thereto and to the satisfaction of the SPA and conformably to the building lines marked on the plan hereto annexed and Building Regulations set out in the Second Schedule hereunder written, build and complete atleast 40% of the construction of a building together with all requisite drains and conveniences thereto, start production and obtain BCC/Occupancy Certificate. The Licensee shall also complete the balance construction within a period of 10 years from the date of expiry of development period as aforesaid (regardless to the extension period granted if any) as per the Detailed Project Report (DPR) submitted by the Licensee and/or as modified from time to time with due approval of the Grantor. In the event the Licensee does not comply with this condition the Grantor shall have the right to resume the Demised Land or any unutilized portion thereof in accordance with the prevailing policy.

Time
limit for
comme
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and
comple
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constru
ction
work.

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



(e) The Licensee shall at his own expense within a period of one year from the date hereof plant trees in the periphery of the said plot to be kept open to sky of the Demised Land within the Demised Premises and shall hereby created under these presents. At least one tree shall be planted per frontage of road or part thereof but within the Demised Premises.

Planting of Trees the periphery of the plot.

magions:

Bridge



(f) The Licensee 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/Licensee 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.

Rates and Taxes

(g)(i) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules and Regulations framed thereunder in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee of notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears 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.

Fees or Service Charges to be paid by the licensee

- (ii) "All charges including rent, recurring fees, service charges due and payable by Licensee, if not paid within time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Grantor from time to time.
- (h)That Licensee shall keep the Grantor indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences 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.

Indemnity

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

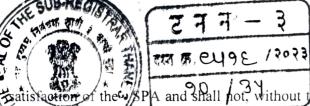
Not to cause any damage.

(j)That Licensee shall observe and conform 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 shall provide sufficient latrine accommodation and other sanitary arrangement for the laborers and workman employed during the construction of the building on the said Demised Land in order to keep the said Demised land and its surroundings clean and in good condition to the entire

Sanitation

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the PA and shall not, without the consent in writing of the porers or workman to reside upon the said Demised Land at of such consent being given shall comply strictly with the

- (k) (i) The Licensee shall duly comply with the provision on the Water (Prevention & Control of Pollution ) Act, 1974. The Air (Prevention & Control of Pollution ) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules and regulations made thereunder as also with any conditions which may from time to time be imposed by the Maharashtra Pollution Control Boards constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or noncompliance of any such provision or condition as aforesaid.
  - ii) If applicable the Grantor/SPA shall direct the Licensee to become a member of Common Effluent Treatment plant (CETP)and the Licensee shall follow such direction of the SPA/ Grantor and observe the Criteria/ Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Grantor.
- (1) The Licensee shall not make any excavation upon any part of the said Demised Land nor remove any stones, earth or other material there from except so far as may, in the opinion of the officer authorized by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized by this Agreement.
- (m)That Licensee shall as soon as any building to be erected on the said Demised Land shall be roofed insure and keep insured the same in the name of the Licensee against damage by fire in an Insurance Company having an office in Mumbai for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, Policy or Policies of insurance and receipts for the payment of last premium and will forthwith apply all moneys received by virtue of such insurance in re-building or reinstating the building.
- (n)(i)That Licensee shall not directly or indirectly transfer, assign, sell, encumber or part with his interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.
  - (ii)If the Licensee has not taken prior consent from the Grantor for transfer of interest in whatsoever manner the Grantor may give show cause notice in writing to the Licensee and after giving them a reasonable

Membership of CETP

Excavation

Insurance

Benefit of agreemer not

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opportunity, the Grantor shall be entitled to terminate the Agreement and resume the possession of the Demised Land incase the Licensee fails to show sufficient cause to the satisfaction of the Grantor.

(iii)The Licensee shall be entitled to use the said plot for the purpose of **INSTRUMENTS FITTINGS** & not for any other purpose or for any of the obnoxious industries specified in the annexure set out in the Third Scheduled hereunder written or any other obnoxious industries which is offensive by reason of emission of adore, liquid effluvia, dust smoke, gas, nuisance, vibration or fire hazardous.

(o) That Licensee shall not at any time do, cause or permit any nuisance in or upon the said Demised land and in particular shall not use or permit the said Demised land to be used for any industry set out in the Indicative List as stated in Third Schedule hereunder written for any purpose which may be offensive by reason of emission or odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board, Central Pollution Control Board & Ministry of Environment & Forest, Govt. of India with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia dust, smoke, gas, or otherwise howsoever.

Nuisance

(p)That Licensee will at own cost construct and maintain an access road leading from the Estate Road to the said Demised Land in strict accordance with the specifications and details prescribed by the SPA.

Access Road

(q)(i)That in employing skilled and unskilled labour, the Licensee shall give first preference to the persons who are able-bodied and fulfilling general qualifications as prescribed by the Licensee and whose lands are acquired for the purpose of the said Industrial Area.

employment of labour

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

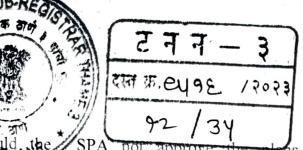
Provision of EHV Sub-Station

(r) EHV Sub-Station: In the event the power requirement of the Licensee is more than 5 MVA, the Licensee shall provide space within the Demised Premises of an area having the required size and shall at its own costs construct the EHV-132/220KV Sub-Station and for that purpose the Licensee shall plan the land requirement considering the land requirement of EHV Sub-Station.

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the plans, elevations, details and frons whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Grantor may issue a show cause notice in writing to the Licensee and after giving them a reasonable opportunity terminate this Agreement if the Licensee fails to show sufficient cause to the satisfaction of the Grantor. In the event the possession of the Demised Land has been given to the Licensee, the Grantor may re-enter upon the Demised Land and thereupon the Demised Land shall be resumed by the Grantor.

Power to terminate Agreement.

5. Until the factory building and work have been completed and certified as completed in accordance with clause-7 hereof the Grantor shall have the following rights and powers: -

Power of Grantor

(a) The right of the Chief Executive Officer, the Executive Engineer and the Officers and Servants of the Grantor acting under the directions either of them at all reasonable times to enter upon the said Demised Land to view the state and progress of the work and for all other reasonable purpose.

To enter or Inspect.

with the stipulation hereinbefore contained (time-in this respect being the essence of the contract) or shall not proceed with the works with

To resume land.

(b) (i) In Case the Licensee fails to complete the said factory building within the time as specified in this Agreement and in accordance due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on Licensee's part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said Demised Land and everything thereon and there upon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said Demised Land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same and without making any payment to the Licensee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against



- (ii) To continue the said Demised Land in the Licensee occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer and
- To direct removal or alteration of any building or structures erected or used (iii) contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the



time prescribed cause the same to be carried out and recover the cost of carrying out the same from the Licensee as an arrears of land revenue.

- c) All building materials and plant which shall have been brought upon the said Demised Land by or for the Licensee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of Demised Land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper material) shall be removed from the said Demised Land without the previous consent of the Grantor until after the grant of the completion certificate mentioned in clause 7 thereof.
- 6. Notwithstanding any such default as aforesaid, the Chief Executive Officer, may in his discretion either give show cause notice to the Licensee of his intention to terminate the Licensee's Agreement herein contained and after giving it a reasonable opportunity if the Licensee fails to show sufficient cause to the satisfaction of the Chief Executive Officer then the Chief Executive Officer shall be entitled to terminate the Agreement or the Grantor or may fix any extended period for the completion of the factory building and the works for said period mentioned in this Agreement if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee or force Majeure events such as floods, earthquake. storms and such other natural disasters and thereupon the obligations there under of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period without charging any additional premium. However, in the event the Licensee is unable to complete the building and works within the prescribed time for reasons other than situation beyond the control of the Licensee or the Force Majeure events then the Grantor shall be entitled to charge additional premium at the rate to be determined by the Grantor at the relevant time.

Extension of time

7. As soon as the SPA has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said Demised Land for the term of Ninety Five years from the date of handing over the possession of plot i.e. 02/01/2023 at the yearly rent of Rupee one.

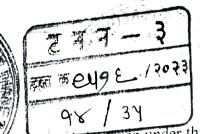
Grant of Lease

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Annexure annex hereto written with such modifications, conditions and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate also the lease and its duplicate shall be borne and paid by the Licensee alone.

Form of Lease

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as, approvals be given under this Agreement shall be in notes otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorized by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said Demise Land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said Demised Land.

> Grantor may alter Estate Rules

Notices

10. The Grantor in the capacity of Special Planning Authority may at any time and from time to time alter the layout, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said Demised Land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

> Provisions of MID Act applicable

11. That the Licensee shall observe and conform the provisions of MID Act, 1961 as well as all rules, regulations and policies of the Grantor framed under the said Act from time to time.

> Cost and Charges to be borne by the Licensee.

12. The stamp duty and registration charges in respect of the preparation and execution of this Agreement and its duplicate including the costs, charges and expenses of attorneys of the Grantor shall be born and paid wholly and exclusively by the Licensee

> Marginal Notes.

13. The marginal notes do not from part of this Agreement and they shall not be referred to for the construction and interpretation thereof.

> Conflict between Agreemen

14. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Grantors Development Control Regulations the latter shall prevail.

and Rules.

15. For the purpose of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/Regional Officer/Area Manager and any other officer specially authorized by the Chief Executive Officer.

IN WITNESS WHEREOF SHRI. B.V.KADAM, Area Manager of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation set his hand and affixed the Common Seal of the Corporation, hereto on its behalf and the Licensee has set his hand hereto the day and year first above written.

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All the piece of land known as Plot No.KAC-64 in the TRANS THANE CREEK INDUSTRIAL AREA, within the village Limits of KALWA & DIGHE and within the limits of Navi Mumbai Municipal Corporation Taluka and Registration, Sub-District Thane District and Registration District Thane containing by ad-measurements 100 Square metres. or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto and that is to say:-

On or towards the North by: Nalla,

On or towards the South by: Road,(R/W 12 Meters),

On or towards the East by: Plot No.KAC-63, On or towards the West by: Plot No.OS-5

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#### SECOND SCHEDULE

(Building Regulations)

- 1. The Development Control Regulations prescribed by the Grantor and amendments made thereto from time to applicable in MIDC Industrial Area shall be applicable for development of plot in this Industrial Area.
- 2. The Licensee shall utilise the periphery of the plot for the purpose of planting trees. Al 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 Licensee shall not use the land for any purpose except the permissible use/activity allowed by the Grantor. It shall not be used for obnoxious industries, an indicative list whereof is set out in the Third Schedule hereunder written.
- 4. The Licensee shall obtain a No Objection Certificate from the Department of Environment/ Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act1974 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 Grantor and no addition or alteration to buildings, the plans of which have been so approved, said Officer.

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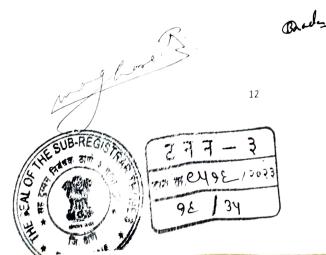
- 6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark, the officer authorized by the Grantor shall allocate this obligation suitably.
- 7. No temporary or semi-permanent structure shall be build on the plot except during the period of construction (or reconstruction in future).
- 8. 3 set of the specifications, plans elevations and sections as approved by the SPA shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

#### THIRD SCHEDULE

(Indicative List of Obnoxious Industries)

- 1. Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
- 2. Cement Manufacture.
- 3. Gelatine or glue manufacture of processes involving recovery from fish or animal offal.
- 4. Manufacture or storage of explosives or fire-works.
- 5. Fat rendering.
- 6. Fat, tallow, grease or lard refining or manufacture.
- 7. Pyroxylin manufacture.
- 8. Garbage, offal or dead animals reductions, dumping or incineration.
- 9. Stock-yard and/or for the exclusive purpose of slaughter of animals or fowls.
- 10. Tanning, curing or storage of raw hides or skins.
- 11. Wool pulling or scouring.
- 12. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards





SIGNED, SEALED AND DELIVERED BY
SHRI. B.V.KADAM, the Area Manager,
of the withinnamed Grantor Maharashtra Industrial

Development Corporation in the presence of:

Area Manager

MIDC, Mahape

1) Shri Uday Pharale Asst,

2) Shri K. M. mandlik, (1. st.

SIGNED AND DELIVERED BY the abovenammed the

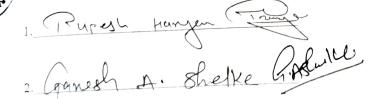
Licensee:

MR. RAHUL SIDDHARTH WAGHMARE, PROP. OF M/S. SIDDHARTHA ENTERPRISES,

in the presence of :-



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## MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(a Government of Maharahstra Undertaking)

Regional Officer, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg., 2, Unit No.204, T.T.C. Indl. Area, Post-Kopar Khairane, Navi Mumbai-400 709. E-mail: "romahape@midcindia.org"



Phone No.27782893/4

5327 No.MIDC/RO/Mahape/TTC/KAC-64/

Date :-

0 9 MAY 2023

Mr. RAHUL SIDDHARTH WAGHMARE, PROP. OF M/S. SIDDHARTHA ENTERPRISES,

Flat No. 306, Kusum Hira Apartment, Rabale Gaon, Navi Mumbai-400 701.

Sub:-

Plot No. KAC-64 from TTC Industrial Area

Execution of Agreement to Lease

Sir/Madam/Gentlemen,

The Agreement to Lease in respect of the above said plot has been executed on 2023 . The Agreement to Lease has to be presented to the Sub-Registrar of Assurances, Mumbai/Thane for the purpose of registration within a specific time limit prescribed by the law viz. within 4 months from the date of execution of the documents. We would request you to lodge both copies of the Agreement to Lease for registration making.

The original returnable to you and

The duplicate to the Office of the Regional Office, MIDC, Mahape MIDC 2) Building, Third Floor, Near Lokmat Press, Thane Belapur Road, TTC Indl. Area. KoparKhairne NaviMumbai-400710

Three zerox copies of original documents of Agreement to Lease on ledger paper 3) duly executed by yourself and MIDC, be submitted to the Sub-Registrar alongwith original document. Zerox copies should be prepared by inserting butter papers amongst all the pages of the document.

We would like to request you to intimate us the serial Nos. and the date on which the documents have been lodged for registration with the Sub-Registrar of Assurances. Two zerox copies of the receipt of the payment of the registration charges obtained by you from the Sub-Registrar of Assurances may be forwarded to us for record as proof of lodging the Agreement to Lease and its for registration.

We inform you that the Income Authorities have we inform you that the Income Tax Authorities have already granted up exemption upto 31st December 2005 from proceeding the Income Tax Certificate as required under Section 230A(1) of the Income Tax acts 1961 a copy of which is enclosed. You may bring these facts to the notice of the Sub-Heistrar at the time of presenting the edd in ents for 23 registration.

Before lodging the Agreement to Lease for registration as above you may be certified true copies of the original documents for your registered. You may need the same for submitting to the financial institution when you decided to raise financial assistance for your unit

Mr. RAHUL SIDDHARTH WAGHMARE, PROP. OF M/S. SIDDHARTHA ENTERPRISES, are no any other persons are involved in the same company as per Memorandum & Articles of Associations and C.A. certificate

D.A. As above

Yours faithfully. Area Manager MIDC, Mahape

#### \*UNDERTAKING\*

We, Mr. RAHUL SIDDHARTH WAGHMARE, PROP. OF M/S. SIDDHARTHA ENTERPRISES, do hereby undertake to lodge for registration the Agreement to Lease and its duplicate executed on 3<sup>th</sup> MAY 2023 in respect of Plot No. KAC-64 from TTC Industrial Area as required, by law within the stipulated period i.e. within four months from the date of execution making:

- (a) The Original returnable to us; and
- (b) The duplicate to the Office Regional Office, MIDC, Mahape MIDC Building, Third Floor, Near Lokmat Press, Thane Belapur Road, TTC Indl. Area. KoparKhairne NaviMumbai-400710 immediately thereafter.

If, as a result of our failure in lodging the Agreement to lease and its duplicate for registration within the time limit prescribed by law or giving intimation thereof to MIDC in good time, any penalty is imposed, the entire penalty which will be imposed by the Sub-Registrar of Assurances, for lodging the documents for registration or for the admission thereof will be paid by me/us. I also undertake that if the documents are not accepted for registration after the expiry of the period prescribed by the law, we shall be fully responsible for its consequences.

Mr. RAHUL SIDDHARTH WAGHMARE, PROP. OF M/S. SIDDHARTHA ENTERPRISES, are no any other persons are involved in the same company as per Memorandum & Articles of Associations and C.A. certificate.

For

Place: Mahape,

Dated: 09,05,2023

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