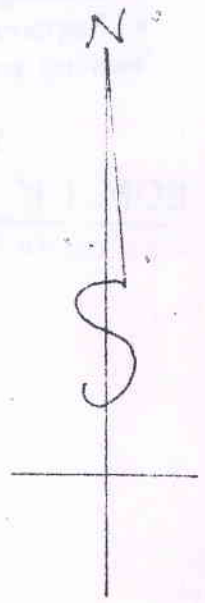


DOMBIVALI INDUSTRIAL AREA PHASE II

VILLAGE - SAGROD TAL - KALYAN DIST. THANE

SCALE - 1 C.M. = 10 MTS.



Laxman Khar

W. K. Khar

M. Khar

S. G. Kapre  
Surveyor

S. G. Kapre

PM/12  
5/3/1970

Certified True Copy

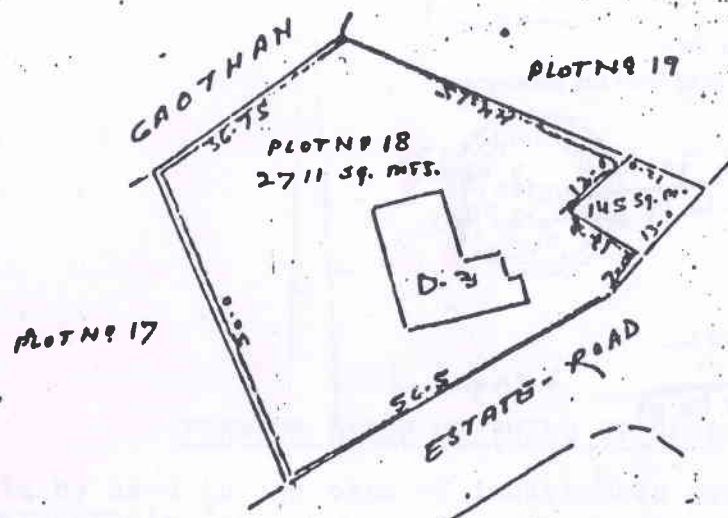
DOMBIYLI INDUSTRIAL AREA  
FUNCTIONAL ANCILLARY AUTOMOBILE ZONE

24 WORK SHEDS.

VILLAGE SARADH DIST. THANA

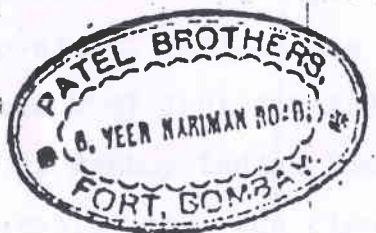
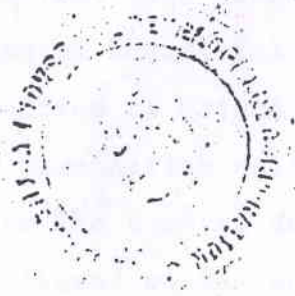
SCALE: 1 C.M. TO 10 MET.

*Shavak P. Pate*  
(Shavak P. Pate  
PARTNER.)



*Shavak P. Pate*  
Partner

*Shankar Pestonji Patel*  
*Shavak Pestonji Patel*



*P. M. Kulkarni*  
**P. M. Kulkarni**  
Deputy Secretary,  
Maharashtra Industrial Development Corporation.

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Extra 1 copy

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No. 3218/11281

GENERAL STAMP OFFICE:

Bombay, 24-12-1969

RECEIVED from M/s. R. D. Sethna & Co  
Sohn. Stamp duty

Rupees (4677/2) four thousand six hundred  
seventy seven only

CERTIFIED under Sec. 22 of the Bombay Stamp  
Act, 1958 that the full Stamp duty Rupees (4677/2)  
four thousand six hundred seventy  
seven only

with which this instrument is  
chargeable has been paid.



*(Signature)*  
COLLECTOR.

FORM I.

PREMIUM LEASE OF BUILT UP SHEDS

(Form to be used in the case of individuals proprietary concerns  
and partnership-firms)

*(Signature)*  
Patel

THIS LEASE made the 5<sup>th</sup> day  
March One thousand nine hundred and sixty-seventy

nine B e t w e e n MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION,  
a Corporation constituted under the Maharashtra Industrial  
Development Act 1961 having its principal office at Orient House,  
Mangalore Street, Ballard Estate, Bombay-1 hereinafter called  
"the Lessor" (which expression shall, unless the context does  
not so admit, include its successors and assigns) on the one  
Part and SHRI JEHANGIR PESTONJI PATEL and SHRI SHIVAK PESTONJI  
PATEL of Bombay Indian Inhabitants carrying on business in  
partnership under the firm name and style of Messrs. Patel  
Brothers hereinafter called "the Lessees" (which expression  
shall, unless the context does not so admit, include their successors and assigns)

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WHEREAS the Lessor has set up an Industrial Estate at Dombivli known as Functional Automobile Ancillaries Industrial Estate (hereinafter called "the said Industrial Estate") and constructed sheds and other structures on the several plots of land comprised in the said Industrial Estate;

AND WHEREAS at the request of the Lessees the Lessor has agreed to grant unto the Lessees a lease of Plot No.18 in the said Industrial Estate more particularly described in the First Schedule hereunder written and delineated on the plan thereof hereto annexed and thereon verged blue together with all the sheds and structures standing thereon upon certain terms and conditions;

AND WHEREAS the Lessees have requested the Lessor to accept the amount of premium payable by them under the said terms and conditions by instalments as hereinafter mentioned;

AND WHEREAS for the purpose of stamp duty the recurring charges such as the Government revenue and Lessor's share of the cess and the Owner's share of the Municipal or Village Panchayat rates and taxes which the Lessee have agreed to bear and pay under these presents although by law recoverable from the Lessor is estimated at Rupees Three hundred only per annum;

NOW THIS LEASE WITNESSETH as follows :

1. In consideration of the sum of Rs. 15,000/- (Rupees Fifteen thousand only) paid by the Lessees to the Lessor on or before the execution of these presents (the receipt whereof the Lessor doth hereby admit and acknowledge and of and from the same and every part thereof doth hereby acquit, release and discharge and Lessees) and the further sum of Rs. 1,40,224/- (Rupees One Lakh, forty thousand, two hundred and twenty-four only) agreed to be paid by the Lessees to the Lessor on the days and in the manner

57

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the aggregate sum of Rs. 1,55,224/- (Rupees One Lakh, fifty-five thousand, two hundred and twenty-four only) as and by way of premium and of the rent hereby reserved and the covenants and agreements on the part of the Lessees hereinafter contained the Lessor doth hereby demise unto the Lessees ALL that piece or parcel of land hereditaments and premises being Plot No.18 of the said Industrial Estate situate at Sagon within the Registration Sub-District of Kalyan District Thana and outside the municipal limits which plot of land contains by admeasurement 2711 (two thousand seven hundred and eleven) square metres or thereabouts and is more particularly described in the First Schedule hereunder written together with structures standing thereon and is delineated on the plan thereof annexed to these presents being thereon verged blue TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the said land and premises hereby demised (hereinafter called "the demised premises") unto the Lessees SUBJECT NEVERTHELESS to the provisions of the Maharashtra Land Revenue Code, 1966, and the rules made thereunder from time to time for the term of 10 (ten) years computed from the ---  
 5<sup>th</sup> day of March One thousand nine hundred and ~~sixty-nine~~ Seventy PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Executive Engineer in-charge of the Functional Automobile Ancillaries Industrial Estate, Dombivli (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the Executive Engineer incharge of the said Industrial Estate may be assigned by the Lessor) or as otherwise required the yearly rent of Rupee one the said rent

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2. The Lessees do hereby for themselves and their heirs, executors and administrators and permitted assigns with intent to bind all persons into whosoever hands the demised premises may come, covenant with the Lessor as follows :-

(a) During the said term hereby created to pay unto the Lessor the said rent on the day and in the manner hereinbefore appointed for payment thereof clear of all deductions and not to allow the said rent to fall in arrears;

(b) To pay the balance of the premium amounting to Rs. 1,40,224/- (Rupees One Lakh, forty thousand, two hundred and twenty-four only) by instalments on the days and in the manner provided in the Second Schedule hereunder written for payment thereof and not to allow any instalment to fall in arrears;

(A) add:

(c) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by the landlord or the tenant or by the occupier in respect of the demised premises and anything for the time being thereon, as soon as the same become due and payable;

(d) Not to make any excavation upon any part of land hereby demised nor remove any stone gravel, clay or earth therefrom except for the purpose of forming the foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease;

(A) add:

(e) Not at any time during the continuance of this demise to commence the erection of any structure on any portion of the demised premises unless and until specifications, plans, elevations, sections and details thereof shall

54

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Engineer and to erect the same in accordance with the Estate Regulations and Building Rules set out in the Third Schedule hereunder written;

- (f) At all times during the continuance of this demise to observe and conform to all bye-laws, rules and regulations of any municipal or local authority in that behalf as may be in force for the time being relating in any way to the demised premises and any building thereon;
- (g) That no alterations and additions shall at any time be made to the facade or elevation of any building erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer;
- (h) Throughout the said term at the Lessees' expense well and substantially to repair pave cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting colour and white washing) to the satisfaction of the said Executive Engineer said building and premises and drains compound walls and fences thereunto belonging and all fixtures and additions thereto;
- (i) To permit the Lessor, the Executive Engineer and the Officers, surveyors, workmen or others employed by them from time to time and at all reasonable times of the day during the terms hereby granted after seven days previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if

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- by notice to the Lessees call upon them to execute the repairs and upon their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessees;
- (j) Not to affix or display or permit to be affixed or displayed on any building or erected or to be built or erected on the demised premises any skysign, signboard, advertisement or any permanent or temporary attachment whatever of the nature of an advertisement Provided Always that a name plate may be affixed to the entrance door or any shed or factory occupied by the Lessees in a convenient position outside the shed near the compound gates;
  - (k) Not at any time cause or permit to be caused any nuisance in or upon the demised premises or anything which shall cause unnecessary annoyance or inconvenience or disturbance to the occupiers of any other plots in the said Industrial Estate;
  - (l) Not to erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals;
  - (m) Not to keep on the demised premises any horses, cattle, poultry or other animals nor to do or permit to be done anything thereon which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity;
  - (n) Not to use or permit to be used the demised premises or any part thereof for any purpose other than for factories, workshops, show-rooms, and offices nor for any factory for any of the obnoxious industries





56

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- (o) Lessees shall accept as final the Lessor's decision on any question which may arise concerning any alleged breach of sub-clause (m) and (n);
- (p) To keep the the buildings already erected on which may hereafter be erected on the demised premises excluding foundations and plinth insured in the joint names of the Lessor and the Lessees against loss or damage by fire in a sum equivalent to the cost of the building; (excluding foundation and plinths) in some well established insurance company to be approved by the Lessor and on demand to produce to the Lessor the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith lay out all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the said Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessees shall reinstate and repair the same to the satisfaction of the said Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened;
- (q) At the expiration or sooner determination of the

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the Lessees shall be at liberty if they shall have paid all the instalments of premium and the rent then due and in addition thereto a sum equal to the rent for the then unexpired period of the said term and all Municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to themselves all buildings, erections and structures and materials from the said land but so nevertheless that the Lessees shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed;

✓ (r) Not to assign underlet or part with possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Lessor and while granting such consent the Lessor may impose such conditions for payment of additional premium, rent or otherwise howsoever as the Lessor may in its absolute discretion think fit;

*omitted*

Provided that in case the Lessees or either of them desire to admit their respective sons or the widow of any deceased partner in the said partnership firm no such consent would be necessary for the purpose of the assignment of any interest in the demised premises to or in favour of such incoming partners or partner.

(s) If the Lessees shall sell, assign or part with the demised premises for the then residue of the said



58

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twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act, notice of such assignment or assurance and if required so to do a copy of such assignment or assurance to the Lessor such delivery to be made to the Executive Engineer or to such Officer or person as the Lessor shall from time to time require;

- (t) The Lessees shall instal at the demised premises all the requisite plant, machinery and other equipment of the proposed factory and commence production within a period of one year from the date of commencement of this Lease.

Provided that the Lessor may fix any extended period for the installation of the requisite plant, machinery and other equipment and commencement of production as aforesaid, if the Lessor is satisfied that such plant, machinery and other equipment could not be installed and/or production could not be commenced within the stipulated period as aforesaid for reasons beyond the control of the Lessees.

3. If and whenever any part of the rent hereby reserved or any instalment or premium agreed to be paid by the Lessees to the Lessor shall be in arrears the same may be recovered from the Lessees as arrears of land revenue under the provisions of the law for the time being in force in that behalf.

4. If the said rent hereby reserved or any instalment of premium agreed to be paid by the Lessees to the Lessor shall be

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granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessees on account of the building or improvements built or carried out on the demised premises or improvements built or made AND the Lessees shall have no claim for any refund or repayment of any amount of premium or other money paid by the Lessees to the Lessor or any part thereof PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor shall have given to the Lessees or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessees in remedying such breach or breaches within a reasonable time after the giving or leaving of such notice.

5. The Lessor doth hereby covenant with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants hereinbefore on the Lessees' part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbances from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

6. If the Lessees shall have duly paid the entire amount agreed to be paid and the rent reserved hereunder and performed and observed the covenants and conditions on the part of the Lessees hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor six months before the expiration of the term hereby granted.

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a new lease of the demised premises for a further term of 50 (fifty) years without payment of any extra premium and at the like rent and with like covenants provisos and stipulations hereinbefore contained (except this clause for renewal).

IN WITNESS WHEREOF the MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION the abovenamed Les. or hath caused the <sup>Deputy</sup> ~~Assistant Chief~~ <sup>Secretary</sup> ~~Executive Officer~~, Maharashtra Industrial Development Corporation, to set his hand and affix its official seal hereto on its behalf and Shri Jehangir Pestonji Patel and Shri Shavak Pestonji Patel the abovenamed Lessees have set their respective hands and seals hereto the day and year first above written.

J.P.  
Plm  
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THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL that piece of land known as Plot No.18 hereditaments and premises in the Functional Automobile Ancillaries Industrial Estate, Dombivli situate at village Sagon within the Registration Sub-District of Kalyan District Thana containing by admeasurement 2,711 square metres or thereabouts and bounded as follows that is to say on or towards the North by Gaothan and Plot No.19 on or towards the South by Plot No.17 and Estate Road on or towards the East by Plot No.19 and Estate Road and on or towards the West by Gaothan and Plot No.17 and which said piece of land is delineated on the plan annexed to these presents being thereon.

THE SECOND SCHEDULE ABOVE REFERRED TO:

Plot No.18 in the Functional Automobile Ancillaries Industrial Estate, Dombivli.  
Dates and Manner for Payment of Premium Instalments.

Instalment No.	Amount of Instalment	Due date	Place of payment.
1	Rs. 15,000/-	Paid	Office of the Chief Executive Officer, M.I.D.C. Bombay.
2	Rs. 28,104/-	29-10-1971	
3	Rs. 28,440/-	29-10-1972	

1016/12/17  
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61

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Instalment No.	Amount of Instalment.	Due Date.	Place of Payment.
6	Rs. 27,000/-	29-10-1975	
TOTAL	Rs. 1,55,224/-		

THE THIRD SCHEDULE ABOVE REFERRED:  
BUILDING REGULATIONS.

1. The total built up area shall not be more than a half of the total area of the plot; a strip of not less than 15 feet shall be left open to the sky on the periphery of the plot.
2. The plot holder shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached (Schedule IV).
3. All buildings shall be constructed in accordance with the municipal bye-laws and regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of the premises and in accordance with the plans and elevations approved by the Officers authorised by the Corporation.
4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the officers authorised by the Corporation and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said officer.
5. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the lessee during the period of construction of buildings. Where more than one lessee is concerned with the same boundary work

62

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6. No temporary, semi-permanent structure shall be built on the plot, except during the period of construction (or reconstruction in future).

7. The final working drawings to be submitted for the approval of the Corporation shall include -

- (1) Plans, elevations and sections drawn to a scale of 8'-0" to 1 inch.
- (2) Half inch details when required.
- (3) Block plan drawn to a scale of 40'-0" to 1 inch showing the layout with the proposed building shown coloured red therein.
- (4) Any other details or particulars required by the Corporation.

The above-mentioned drawings and specifications shall be submitted in triplicate.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

LIST OF OBNOXIOUS INDUSTRIES.

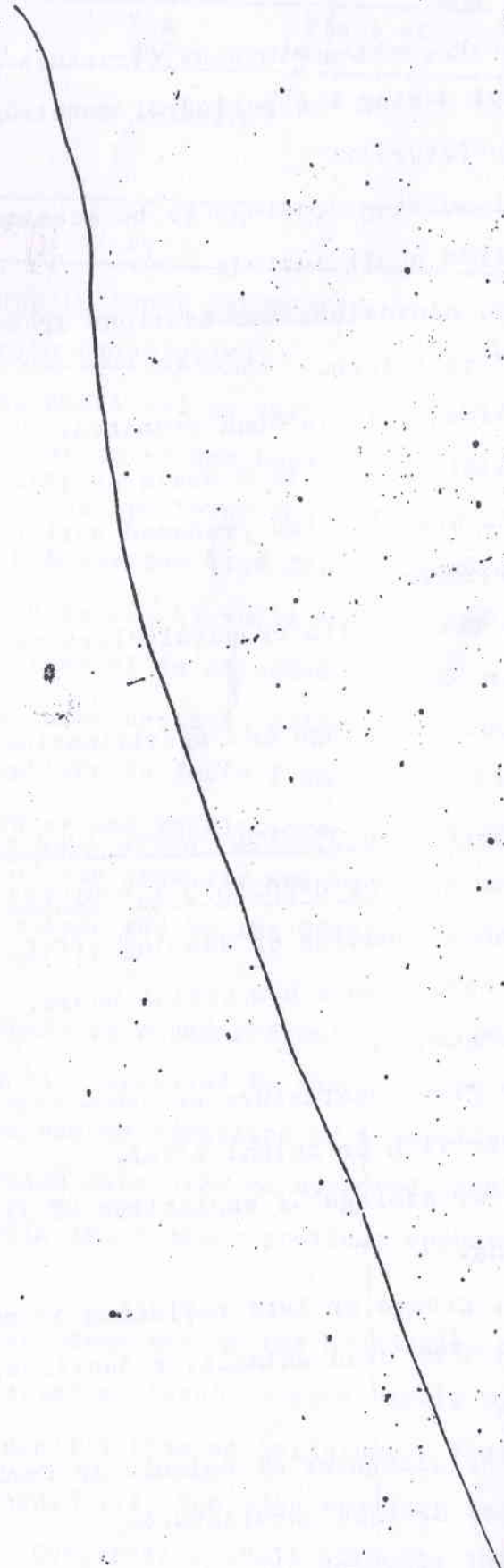
- 1. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.
- 2. Cement manufacture.
- 3. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
- 4. Manufacture or storage of explosives or fire works.
- 5. Fat rendering.
- 6. Fat, tallow, grease or lard refining or manufacture.
- 7. Garbage, offal or dead animals, reductions, dumping or incineration.
- 8. Stock-yard or slaughter of animals or fowls.
- 9. Tallow, grease or lard manufacture.
- 10. Charcoal.

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dust, smoke, gas, noise, vibrations or fire-hazard

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SIGNED SEALED AND DELIVERED by )  
Prabhakar Madhav Kulkarni,  
Shri/S.M. Sabnis Assistant Chief )  
Deputy Secretary )  
Executive Officer for and on )  
behalf of the Maharashtra -- )  
Industrial Development Corpora- )  
-tion, in the presence of.....)

J.P.  
P.M.



P. M. Kulkarni  
P. M. Kulkarni,  
Deputy Secretary,  
Maharashtra Industrial Development Corporation.

1. M.C. Patel  
(M. C. PATEL)  
Assistant, MIDC, Bombay.
2. P. M. Kulkarni  
(P. M. Kulkarni)  
Stenographer, MIDC,  
Bombay.

SIGNED and DELIVERED by the -- )  
above named Messrs 1) Shri -- )  
Jaganir Jaganir Patel, 2) -- )  
Shri. Bhavak Jaganir Patel in )  
the presence of. .... .. )

Jaganir Jaganir Patel  
Jaganir Jaganir Patel



1. M.C. Patel  
(M. C. PATEL)
- 2.



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Received fees for:-

Registration	Rs 568-50
Photographing	
(Pages (a) 17)	" 17-00
(b)	
Extra under S. 20	" 15-00
Copy S. 6	" 12-75
Memo	" 1-00
Postage	" 2-00
<b>Total Rs.</b>	<b>616-25</b>

Serial No. 1016.

Presented at the office of the  
Sub-Registrar of Bangalore  
between the hours of 12 P. M.  
and 1 P. M. on the 5<sup>th</sup> March  
1970.

*Jehangir Pestonji Patel*

*[Signature]*  
Sub-Registrar

*[Signature]*  
Sub-Registrar  
of Bangalore  
Executive Officer  
of the Registrar  
of the Registrar  
of the Registrar

1) *Shri Jehangir Pestonji Patel, 65, Goodrain  
Cuffe Parade, Colaba, Blay 5. & Shri Shavak  
Pestonji Patel, 57, "Lyndewode House" B-Patel  
Rd. Blay 26, executing parties, Indians, Businessmen,  
admit execution of the so called deed of lease.*

1) *Jehangir Pestonji Patel*

*Shri Prabhakar Govind, Chakraborty R.D. & Madan  
Sons, Gulm.*

and known to the Sub-Registrar states that he



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Shri Prabhakar Madhav Kulkarni, executing party, age 49 years, Indian Service, residing at A-47/1743, Adarsh Nagar, Worli-Seaface, Bombay 25 (D) admits execution of the aforesaid deed of lease, as Deputy Secretary, Maharashtra Industrial Development Corporation, Bombay and identifies its seal. He is known to the Sub-Registrar, personally.

P. M. Kulkarni

Bombay,  
11<sup>th</sup> March 1970

*[Signature]*  
Sub-Registrar,  
Bombay.



1016  
Registered No. 70 of Book No. I  
Date 15/12/70  
*[Signature]*  
Sub-Registrar,  
Bombay

Sub-Registrar of Bombay  
exercising all the powers of  
a Registrar except that of  
hearing appeals.

One duplicate presented along with  
this deed under Serial No. 1017 of 70  
is retained under this registration  
number.

15/12/70  
*[Signature]*  
Sub-Registrar

Pr  
5/11/75