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Prabhat Trading

Original
Agreement

An Agreement made at Bombay, - 93

the 25th day of August One thousand nine hundred and seventy3 BETWEEN THE MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mha. III of 1962) and having its principal office at Orient House, Mangalore Street, Ballard Estate, Bombay 1 hereinafter called the "Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND

Messrs. Prabhat Trading And Manufacturing Co. Pvt. Ltd.
Shri/Sarvashri

a Company incorporated under the Companies Act, 1956, and ~~carrying on business in partnership in the firm name and style~~ having its registered Office at 1st floor Near Union Bank of India Udhavnagar - 421023

~~of business at~~ having his/their/office/place

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hereinafter called "the Licensee" (which expression shall unless
 "the Licensees" its successor or successors
 the context does not so admit include his/their survivors or survivor
 in business and permitted assigns)
 and the heirs, executors, administrators and permitted assigns
 _____ of the other part:
 of such last survivor)

Recitals WHEREAS, the Licensee has/have applied to the Grantor for
 the grant to him/her/them/it of a lease of the land and premises
 hereinafter described, which the Grantor has agreed to grant to him
 upon certain terms and conditions AND WHEREAS, before signing
 this Agreement, the Licensee has/have paid to the Chief Executive
 Officer, Maharashtra Industrial Development Corporation, Bombay
 (hereinafter called "the Chief Executive Officer"), the sum of
 Rs. 45000/- (Rupees forty five thousand only.
) being the amount of
 premium payable by the Licensee;

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NOW IT IS HEREBY MUTUALLY AGREED as follows:—

Grant of Licence. 1. During the period of two years from the date hereof the
 Licensee shall have licence and authority only to enter upon the
 piece of land 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 on 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 premises at the same rent and subject to the same terms as if
 the Lease had been actually executed.

Not a demise 2. Nothing in these presents contained shall be construed as
 a demise in law of the said 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 licence to enter upon the said
 land for the purpose of performing this Agreement.

Submission of plans for approval. 3. The Licensee hereby agrees to observe and perform the
 stipulations following, that is to say:—

(a) That he/they/it will within 6 months of the date thereof
 submit to the Executive Engineer, Maharashtra Industrial Develop-
 ment Corporation, in-charge of the said industrial area (hereina-
 after called "the Executive Engineer" which expression shall
 include any other officer to whom the duties and functions of the
 said Executive Engineer, Maharashtra Industrial Development
 Corporation may be assigned) for his approval and specifications,
 plans, elevations, sections and details of the factory buildings
 hereby agreed by the Licensee to be erected on the said land

and the Licensee shall at his/their/its own cost and as often as he/they/it 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 Executive Engineer and will supply him such details as may be called for of the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer and signed by him the Licensee shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Executive Engineer.

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(b) The said plot of land shall be fenced in during construction by the Licensee at his/their/its expense in every respect. Fencing during construction.

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder written as also Municipal regulations so far as the same are applicable to the land the subject of these presents nor until a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations, and the said plans and elevations shall have been so approved as aforesaid and thereafter he/they/it 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) That he/they/it shall within a period of one year from the date hereof commence, and within a period of two years from the said date at his/their/its own expense and in a substantial and workmanlike manner and with new and sound materials and in compliance with all Municipal rules, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformably to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunderwritten, build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto. Time limits for commencement of completion of construction work.

(e) That he/they/it will pay all rates, taxes, charges, claimed and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon. Rates and Taxes.

(f) 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 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 a notice in that behalf such recurring fees or service charges may be recovered from the Licensee as arrears of land revenue together with interest thereon at 10 per cent from the date of default in payment. Fees or Service Charges to be paid by the licensee.

Indemnity

(g) That he/they/it will keep the Grantor indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.

Sanitation

(h) That he/they/it shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulation 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 labourers and workmen employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

To comply
with the
provisions of
Maharashtra
Provision of
Water
Pollution Act
1969

(i) The Licensee/Licensees shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969, and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board Constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise however and shall indemnify and keep indemnified the Grantor against the consequence of any breach or non-compliance of any such provision or condition as aforesaid.

Excavation.

(j) That he/they/it will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.

Insurance.

(k) That/he/they/it will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensee against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

Benefit of
agreement
not assigna-
ble.

(l) That he/they/it will not directly or indirectly transfer, assign, sell, encumber or part with his/their/its 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 this absolute discretion think fit.

(m) That he/they/it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunderwritten for any purpose which may be offensive by reason of emission of 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 Prevention of Water Pollution Board 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

(n) That he/they/it shall at his/their/its own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer. Access Road

(o) That in employing skilled and unskilled labour he/they/it shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area. Preference in employment of Labour.

4. Should the Executive Engineer not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if profession as a Licensee has been given to the Licensee, may reenter upon the said plot of land and thereupon the plot shall be resumed to the Grantor. Power to terminate Agreement

5. Until the factory building and works 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 for the Chief Executive Officer, the Executive Engineer and the Officer and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose. To enter or inspect.

(b) (i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as To resume land

hereinabove provided or shall fail to observe any of the stipulations on his/their/its part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of 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 the Licensee;

(ii) to continue the said land in the Licensee's occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer; and

(iii) to direct removal or alteration of any building or structure erected or used 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 arrear of land revenue.

(c) All building materials and plant which shall have been brought upon the said 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 land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

Extension of time. 6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein continued or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3(d) above if he is satisfied that the building and works could not be completed within the prescribed time for reason beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Grant of Lease. 7. As soon as the Executive Engineer 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 land and the factory building erected thereon for the term of ninety-nine/ninety-five years from the date hereof at the yearly rent of Rupee one.

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8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modifications 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

9. All notices, consents and approvals to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other officer authorised 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 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 land.

Notice

10. The Grantor may at any time and from time to time alter the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said 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.

Grantor may alter Estate Rules.

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

Marginal Notes.

12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulations hereunder written the former shall prevail.

Conflict between Agreement and Rules.

13. For the purposes of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/the Administrative Officer/the Deputy Secretary/the Area Manager and any other officer specially authorised by the Chief Executive Officer.

IN WITNESS WHEREOF Shri S. B. Kulkarni.....

~~the Chief Executive Officer (the Deputy Chief Executive Officer)/the Administrative Officer/the Deputy Secretary/the 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 hath hereunto set his/their hand/affixed the Common Seal of the Company the day and year first above written~~

Handwritten signature/initials

Handwritten signature/initials

FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No (S) A-143 (Phase I) in the Dombivli Industrial Area, within the village limits of Dombivli, Taluka Kalyan, District Thane, containing by admeasurement 1000 Square Metres or thereabouts and bounded as follows, that is to say—

on or towards the north by— Plot No. A-142

on or towards the south by— Plot No. A-144

on or towards the east by— Plot No. A-150

on or towards the west by— ROAD, Transmission Line

SECOND SCHEDULE

(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 5 metres 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 set out in the Third Schedule hereunder written.

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, regulations in force relating to the construction and use of the premises and in accordance with the plans and elevations approved by the officer authorised by the Grantor.

4. The Licensee/Licensees shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of water Pollution Act, 1969, as regards water pollution as also air pollution shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence 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 authorised by the Grantor and no addition or alteration to buildings, the plan of which have been so approved, shall at any time be made except with the similar previous approval of the said officer.

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 authorised by the Grantor shall allocate this obligation suitably.

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

8. The final working drawings to be submitted for the approval of the Grantor shall include—

- (1) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre.
- (2) 4 cms. to 1 metre details when required.
- (3) Block plan drawn to a scale of 1 cm. to 5 metres showing the layout with the proposed building show coloured red therein.
- (4) Any other details or particulars required by the Grantor.

The abovementioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours of fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallow, grease or lard refining or manufacture.
13. Manufacture of explosive or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.

18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
29. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at.....the.....day of
One thousand Nine Hundred and.....
 BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT
 CORPORATION, a Corporation constituted under the Maharashtra
 Industrial Development Act, 1961 (Mah, III of 1962) and 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) of the One Part AND Shri/Messrs.

hereinafter called "the $\frac{\text{Lessee}}{\text{Lessees}}$ " (which expression shall unless the
 context does not so admit, include his/their survivors or survivor and
 its successor or successors in
 the heirs, executors, administrators, and permitted assigns of such
 last business and permitted assigns)
survivor) of the Other Part ;

Recitals. WHEREAS by an Agreement dated the day of
197.....and made between the
 Lessor of the One Part and the $\frac{\text{Lessee}}{\text{Lessees}}$ of the other Part the Lessor
 agreed to grant to the $\frac{\text{Lessee}}{\text{Lessees}}$ upon the performance and observance
 by the $\frac{\text{Lessee}}{\text{Lessees}}$ of the obligations and conditions contained in the said
 Agreement a lease of the piece of land and premises hereinafter
 particularly described in the manner hereinafter mentioned;

AND WHEREAS pursuant to the said Agreement the certificate
 of completion thereby contemplated has been granted;

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AND WHEREAS for the purpose of stamp duty, recurring charges such as Government Revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has / Lessees have agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. approximately per annum :

NOW THIS LEASE WITNESSETH as follows :—

1. In consideration of the premises and of the sum of Rs. Description of land. (Rupees.) paid by the Lessee/Lessees to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee/Lessees hereinafter contained the Lessor doth hereby demise unto the Lessee/Lessees ALL that piece of land known as plot No. in the Industrial Area, within the village limits of Taluka and Registration sub-District District and Registration District containing by admeasurement square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee / Lessees for the term of ... years computed from the first day of19.....subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. The Lessee / Lessees with intent to bind all persons into whatsoever Covenants by the Lessee hands the demised premises may come doth hereby covenant with the Lessor as follows:—

(a) During the said term hereby created to pay into the Lessor To pay rent the said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.

To pay rates and taxes.

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

To pay fee or service charges.

(c) Throughout the said term hereby created to pay to the Lessor from time to time such recurring fees in the nature of service charges as may from time to time be prescribed by the Government of Maharashtra under Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor.

Not to excavate

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

Not to erect beyond building line.

(e) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

Access Road.

(f) The Lessee/Lesseees having at his/its/their own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned)—

To Comply with the provisions of Maharashtra prevention of Water Pollution Act, 1969

(g) The Lessee/Lesseees shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969, and the rules made thereunder as also with any condition which may, from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise however and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To build as per agreement.

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

Plans to be submitted before building.

(i) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee/Lesseees in triplicate for scrutiny of and be approved

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in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra State Prevention of Water Pollution Board as provided in the said Building Regulations.

(j) Both in the completion of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon. To build according to rules.

(k) To observe and conform to all rules, regulations and byelaws 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 to provide sufficient latrine accommodation and other, sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfaction of all Executive Engineer and shall not without the previous consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof. Sanitation

(l) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer. Alterations.

(m) Throughout the said term at the Lessee's/Lessee's' 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 Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto. To repair

(n) To permit the Lessor or the Chief Executive Officer or 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 term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee/Lessee's call upon him/it/their to execute the repairs and upon this/its/their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee/Lessee's. To enter and inspect.

(o) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or resident of other premises in the vicinity. Nuisance.

User (p) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquideffluvia, 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 Prevention of Water Pollution Board with utmost promptitude for the purpose of preventing an air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise however.

Insurance (q) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee/Lesseees 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 office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer 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 layout 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 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 Lessee/Lesseees will reinstate and repair the same to the satisfaction of the Executive Engineer, and will nevertheless continue of pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

Delivery of possession after expiration. (r) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee/Lesseees shall be at liberty if he/it/they shall have paid the rent 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 himself/itself/ themselves all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee/Lesseees 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.

Not to assign. (s) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such

(27)

consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee/Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

(t) If the Lessee/Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's/Lessee's expense within twenty days after very such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignment to be registered with Lessor.

(u) In employing skilled and unskilled labour, the Lessee/Lessee shall give first preference to the person who are able-bodied and whose lands are acquired for the purpose of the said Industrial Area.

To give preference in employment of Labour.

(v) And in the event of the death of the Lessee, the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Notice in case of death.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee/Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Recovery of Rent fees etc. as land Revenue.

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee/Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee/Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee/Lessee on account of the building or improvements built or made. 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 or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee/Lessee 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 covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee/Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

Rent fees etc. in arrear.

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

Registration of Estate rules: 6. The layout of the Industrial Area and the Building and other, other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee/Lessees shall have no right to require the enforcement hereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal of Lease: 7. If the Lessee/Lessees shall have duly performed and observed the covenants and conditions on the part of the Lessee/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 before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee/Lessees grant to the Lessee/Lessees a new Lease of the demised premises of a further term of _____ years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations hereinbefore contained except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct and such new Lease shall contain in lieu of this clause a covenant that at the end of the said renewed term of _____ years the Lessor shall at the like cost and expense grant to the Lessee/Lessees further renewals and that every such renewal shall be for such term and subject to such covenants, provisos and stipulations as the Lessor shall determine.

Marginal note: 8. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretations thereof.

IN WITNESS WHEREOF Shri.....
 the Deputy Secretary of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the common seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed
 the Lessee has set his hand _____ there to the
 the Lessee have set their respective hands _____
 day and year first above written.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as plot No. _____ in
 the _____ Industrial Area within the village
 limits of _____ Taluka and Registration, Sub-district
 District and Registration District containing
 by admeasurement _____ square metres or thereabouts
 and bounded by _____ coloured boundary lines on the
 plan annexed hereto, that is to say—

On or towards the North by

On or towards the South by

On or towards the East by

On or towards the West by

SECOND SCHEDULE

(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 5 metres shall be left open to the sky on the periphery of the plot.
2. The Lessee/Lessees 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.
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 regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the Officer authorised by the Lessor.
4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor, 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. The Lessee/Lessees shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of Water Pollution Act, 1969, 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 Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee/Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

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

8. The final working drawings to be submitted for the approval of the Lessor shall include —

(i) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre.

(ii) 4 cms. to 1 metre details when required.

(iii) Block plan drawn to a scale of 1 cm. to 5 metres showing the lay-out with the proposed building shown coloured red therein.

(iv) Any other details or particulars required by the Lessor.

The abovementioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertiliser manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.

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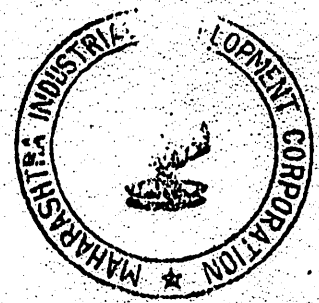
- 19. Tallow, grease or lard manufacture.
- 20. Tanning, curing or storage of raw hides or skins.
- 21. Wool pulling or scouring.
- 22. Yeast Plant.
- 23. Paper and paper products.
- 24. Charcoal.
- 25. Manufacture of Viscose Rayon.
- 26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise vibration or fire-hazards.

SIGNED, SEALED AND DELIVERED etc.

SIGNED, SEALED AND DELIVERED

by Shri S. B. Karkhanis

The Chief Executive Officer/the Deputy Chief Executive Officer/the Administrative Officer/the Deputy Secretary/the Area Manager, of the within named Maharashtra Industrial Development Corporation in the presence of—



S. B. Karkhanis
(S. B. Karkhanis)
Area Manager,

Maharashtra Industrial Development Corporation

- (1) Shri R. M. Bowde
Asst. Area Manager M.I.D.C.
- (2) Shri P. B. Gulwad
Asst. Area Manager M.I.D.C.

R. M. Bowde
P. B. Gulwad

SIGNED, SEALED AND DELIVERED

by the abovenamed Licensee

M/s. Prabhat Trading And Mfg. Co. Ltd

in the presence of—

- (1) Signature
- Name
- Address
- (2) Signature
- Name
- Address :

The Common Seal of the abovenamed Licensee was, pursuant to a Resolution of its Board of Directors passed in that behalf of the 22nd day of August 1978 affixed hereto in the presence of—