532/5395 पावती Wednesday,October 26 ,2016

Original/Duplicate नॉदणी क्रं. :39म Regn.:39M

पावती क्रं.: 5985

दिनांक: 26/10/2016

गावाचे नाव: कोन

3:44 PM

दस्तांग्वजाचा अनुक्रमांक: ववड3-5395-2016

दस्तऐवजाचा प्रकार : भाडेपट्टा

मादर करणाऱ्याचे नाव: मे. अस्मिता इन्फ्राटेक लिमिटेड तर्फे संचालक होशियार सिंग कुंडू तर्फे कु. मु.

धारक मंजय ववन डोके (लेसर)

नोंदणी फी

₹. 10500.00

₹. 1880.00

पृष्ठांची संख्या: 94

एकूण:

₹. 12380.00

आपणाम मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 4:00 PM ह्या वेळेस मिळेल.

वाजार मुल्य: रु.1047000 /-मोबदला रु.988400/-

भरलेले मुद्रांक शुल्क : रु. 42000/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.10500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH003081040201617R दिनांक: 29/07/2016

वॅकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 1880/-

नोंदणी फी माफी असल्यास तपशिल :-

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

- Jalu





26/10/2016

सूची क्र.2

दुप्यम निबंधक : सह दु.नि.भिवंडी 3

दम्त क्रमांक : 5395/2016

नोदंणी : Regn:63m

गावाचे नाव: 1) कोन

(1)विलेखाचा प्रकार

भाडेपट्टा

(2)मोबदला

988400

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

1047000

(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: ठाणे इतर वर्णन :, इतर माहिती: शॉप नं. 004,सी एफ सी विलिंडग नं. 5,तळ मजला,अस्मिता टेक्स्पा,प्लॉट नं. 1,अति. कल्याण भिवंडी इंडस्ट्रियल एरिया,कोन,क्षेत्र 237 चौ. फुट कारपेट((Plot Number : MIDC Plot No. 1. ;))

(5) क्षेत्रफळ

1) 237 चौ.फूट

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दम्तऐवज करन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. 1): नाव:-विशाल भास्कर वालझाडे (लेसी) वय:-30; पत्ता:-प्लॉट नं: 303, माळा नं: -, इमारतीचे नाव: श्रीजी अवेन्यू I, ब्लॉक नं: गवानपाडा, मुलुंड पूर्व, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400081 पॅन नं:-AAYPW1765E

2): नाव:-मे. मजबूत ट्रेडिंग प्रायवेट लिमिटेड तर्फे अधिकृत स्वाक्षरी कर्ता माधव आव्हाड तर्फे कु. मु. धारक संजय बबन डोके (मान्यता देणार) वय:-33; पत्ता:-प्लॉट नं: डी4/डी5, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: अतिरिक्त कल्याण भिवंडी इंडस्ट्रियल एरिया , रोड नं: गांव कोन, तालुका भिवंडी, महाराष्ट्र, ठाणे. पिन कोड:-421302 पॅन नं:-AAGGM5270R

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्याम,प्रतिवादिचे नाव व्र पत्ता 1): नाव:-मे. अस्मिता इन्फ्राटेक लिमिटेड तर्फे संचालक होशियार सिंग कुंडू तर्फे कु. मु. धारक संजय बबन डोके (लेसर) वय:-33; पत्ता:-प्लॉट नं: ०११, माळा नं: तळ मजला, इमारतीचे नाव: सी एफ सी बिल्डिंग नं. ५, अस्मिता टेक्सटाईल पार्क, ब्लॉक नं: एम आय डी सी, प्लॉट नं. १, रोड नं: कल्याण भिवंडी रोड, भिवंडी, महाराष्ट्र, ठाणे. पिन कोड:-421311 पॅन नं:-AAHCA0477H

(9) दस्तऐवज करुन दिल्याचा दिनांक

दिनांक 26/10/2016

(10)दस्त नोंदणी केल्याचा दिनांक

26/10/2016

(11)अन्क्रमांक,खंड व पृष्ठ

5395/2016

(12)वाजारभावाप्रमाणे मुद्रांक शुल्क

(13)वाजारभावाप्रमाणे नोंदणी शल्क

42000

(13)वाजारभावाप्रमाण नादणा

10500

(14)शेरा

Diet These

ड्यम निबंधक भिवंडी क्र.

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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

बवड-३ द.क्र.५3९५/२०१६ पाने ११९४

महाराष्ट्र शासन — नोंदणी व मुद्रांक विभाग मुल्यांकन अहवाल सन २०१५

, ,	स्ताया प्रकार - भाउपस्य अनुस्तेद क्रमांक उट
₹ ₹	वादरकत्यांचे नाव :- थास्मिता रेफ्रारेफ लि. नेर्फ राशियार सिंग केंद्र
3 a	गतुका मिनंदी-
	गवाचे नाव :- फान्न
५ न	गरमुमापन क्रमांक/सर्व्हें क./अतिम मुखंद क्रमांक:- प्लॉट ने. १. MIDC
६ मु	ल्य दरविभाग (झोन) : उपविभाग
9 F	वेळकतीया प्रकार : सू री हमी प निवासी कार्यांक्य दुकान , औहोनिक
	पति गुठा दर - प्रामान-भा रर - ४००० - ची मी
4 3	स्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 236 वास्तमीहर विस्टब्स न्यों कार्य
९ .क	नरपार्किंग : गच्ची: पोटमाळा:
१० म	जला क्रमांक :- तक उदवाहन सुविधा आहे/नाही
	ष्यकाम वर्ष :- प्रसारा %
१२ व	विकामाचा प्रकार:- आरसीसी / इतर पक्के / अर्थे पक्के / क्वे
	जारमुल्यदर तक्त्यातील मार्गदर्शक सुचना कः.— — ज्यान्वये दिलेली घट/वाढ
	लेव्ह ऑन्ड लायसन्सचा दस्त :- १ प्रतिमाह माडे रक्कम
	निवासी/अनिवासी २ अनामत रक्कम/आगावू भाडे
	३ कालावधी
१५ नि	र्घारीत केलेले बाजारमुल्य :- 90, २७.००० -
१६ द	स्तामध्ये दर्शविलेला मोबदला :- ९,८८,४०० -
Ч	गयाचे मुल्यांकन
	स्मी नीवा दर + बांधकामाचे दरावे ¼ -X 1.2 = चौ.मी. दर X क्षे त्र
	+ x 1.2 - x =
१७ दे	य मुद्रांक शुल्क :- 29.८८ परलेले मुद्रांक शुल्क:- ४२,०००
१८ दे	य नोंदणी फी :- 90, 760/-
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	Par Eliane
	सह. दुन्यम निवंबक पिवंडी क्र.३
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CHALLAN

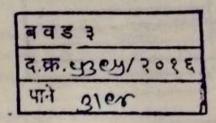
MTR Form Number - 6

		MIKIO	m rumber - 0	पाने ८१००
GRN NUMBER	MH00308104	40201617R BA	RCODE	Form ID: Date: 29- 07-2016
Départment	IGR		Payee Details	
Receipt Type RM			Dept. ID (If Any)	
	IGR544- BVD3_BHIV 3 JOINT SUB REGISTRAI Period:		PAN No. (If Applicable) Full Name	
Year	From: 22/07/2016 To: 31/03/2099		I dii Wanc	VISHAL BHASKAR WALZADE
Object		Amount in Rs.	Flat/Block No Premises/ Bldg	, CFC5 SHOP NO 004 ASMEETA TEXPA
0030046401-75		42000.00	Road/Street, Area /Locality	MIDC PLOT NO I BHIWANDI IND
0030063301-70		10500.00	Town/ City/ District	AREA KON
		0.00	PIN	4 2 1 3 1 1
		0.00	Remarks (If Any):	
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Total		52500.00	Amount in words	Rupees
Payment Details:IDBI NetBanking Payment ID: 95983482			FOR USE IN RECEI	
Cheque- DD	Details:		Bank CIN No: 69103332016072950228	
Cheque- DD No.			Date	29-07-2016
Name of Bank ID		IDBI BANK	Bank-Branch	033 Ghatkopar
Name of Branch			Scroll No.	

Print



7/29/2016



AGREEMENT FOR LEASE

THIS AGREEMENT FOR LEASE is made at Bhiwardion this 26 day of Ochoben in the Christian Year Two Thousand and sixteen.

BETWEEN

ASMEETA INFRATECH LIMITED (PAN NO. AAHCA0477H), a Company duly incorporated and registered under the provisions of the Companies Act, 1956 and having its Office at 001, E5A Asmeeta Textile Park, Plot No.1, Addl. Kalyan Bhiwandi Industrial Area, Village-Kon, Bhiwandi, Thane – 421 311, through its Director MR. HOSHIAR SINGH KUNDU, through his Constituted Attorney MR. SANJAY BABAN DOKE / MR. SATISH VASANT FALKE, hereinafter called the "LESSOR" (which expression shall unless it be repugnant to the context or the meaning thereof be deemed to mean and include its administrators and assigns) of the FIRST PART.

AND

MR. VISHAL BHASKAR WALZADE (PAN NO. AAYPW1765E), an adult, Indian inhabitant, having his address as 303, Shreeji Avenue I, Gavanpada, Mulund (East), Mumbai 400081, hereinafter called the "LESSEE", (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include as far as (i) individual is concerned, his/her/their respective heirs, executors, administrators and assigns, (ii) HUF is concerned, his respective heirs, executors, legal representatives administrators, coparceners and assigns (iii) sole proprietor is concerned, his/her respective heirs, executors, administrators and assigns (iv) partnership firm is concerned, the partners for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/ his/ or her assigns and (v) as far as company is concerned, its administrators and assigns) of the SECOND PART.

AND

M/s. MAJBOOT TRADING PRIVATE LIMITED, (PAN NO. AAGGM5270R), a Company duly incorporated and registered under the provisions of the Companies Act 195 and having its registered office at D4/D5, Additional Kalyan Bhiwandi Industrial Area, Villaga Kong, Talua Briwandi, Dist. Thane - 421302, through its Authorized Signatory MR. MADHAV AVHAD, brough his Constituted Attorney Mr. SANJAY BABAN DOKE / Mr. SATISH VASANT FALKE hereinance called "CONFRONTING PARTY" (which expression shall unless it be repugnant to the context of the context of shall are and include its administrators and assigns) of the THIRD PART.

Signature for Lessor

Signature for Lessea

बवड-३ द.क्र. ५३९५ /२०१६ FINITIONS

In this Agreement, the following expressions shall mean as hereunder:

The "Scheme of Integrated Textile Park" means the Scheme launched by Ministry of Textiles ("MOT), i. SCHEME OF INTEGRATED TEXTILE PARK (SITP) Government of India ("GOI") with an objective to establish Integrated / Hi-tech Textile Park with world. class infrastructure and manufacturing facilities based on Public-Private Partnership. The Scheme facilitates Garment and Textile accessories units to meet international environmental and social standards by providing various subsidies.

ii. M.I.D.C.

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

iii. MIDC PLOT/ SAID PROPERTY

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

iv. MIDC PRINCIPAL AGREEMENTS

"MIDC PRINCIPAL AGREEMENTS" shall mean (i) Agreement for Lease dated 5th February, 2010 duly registered with the Sub Registrar of Assurances at Bhiwandi under Serial No. BWD-1/0876/2010, and (ii) Pre-Determine Lease dated 07th May 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-2/3747/2012 dated 07/05/2012, and (iii) Supplemental Lease dated 15th May 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-2/04009/2012 dated 15/05/2012, and (iv), Supplemental Lease dated 03rd August 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-1/6469/2012 dated 03/08/2012 executed between MIDC and the Asmeeta Infratech Ltd...

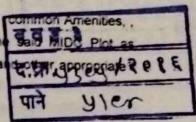
v. MIDC LEASE

MIDC demised unto the Assignor the MIDC Plot on lease with rights to develop it for a period of 95 years on the terms and conditions contained in the said MIDC Principle Agreements..

vi. PROJECT / INTEGRATED TEXTILE PARK (ITP)

"Project" or "Integrated Textile Park" shall mean the development work proposed on the said property upon die sark been accorded by the relevant authorities from time to time and the said property by utilization of development potential which is available said property hat may be available in future) including FSI, FAR, DR and TDR FSI, ng FSHalling ive FSI as may be permissible under the appropriate Authority. The k ("Asmeeta Texpa", comprising of various infrastructures on the said Property, viz le Buildings (TB.) Industrial Estate Buildings (IEB), with Industrial Estate Unit (IEU)" Facility Centre cility Centre Unit (FCU), Residential Dormitory Building (RDB) with Dormitory Unit

(DU), Textile Accessories Plaza (TAP) with Textile Accessories Units (TAU), and , being developed under the Scheme for Integrated Textile Park ("SITP") on the envisaged in this Agreement and upon due sanctions being accorded by MIDC a authorities from time to time.



VII. LAYOUT PLAN/LAYOUT AREA

"Layout Plan/Layout Area" shall mean, Layout of the ITP demarcating the locations of the various buildings and infrastructures on the said ITP as may be sanctioned by MIDC from time to time, and as may be further amended / revised / altered / modified / substituted by the Lessor from time to time.

viii. COMMON FACILITY CENTRE BUILDING (CFCB)

"CFC Building" shall mean the RCC Structure, comprising of ground plus 3 floors, which would house the Shops, to be constructed in the said Property, as shown in the Layout Plan/s annexed herewith.

ix. "SHOP"

"Shop" in CFC Building shall mean each Shop bearing particular Specifications, which would house the amenity/s enumerated herewithin and which would be comprised within each CFC Building as would be constructed, in the said property, as shown in the Layout Plan/s annexed herewith.

x. AMENITIES

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

xi. FACILITIES

"Facilities" shall mean those Conveniences in the ITP, , such as Banking Unit/s,, General Utility Unit/s, , Medical Unit/s, Commercial Unit/s, Industrial Unit/s, Transport Units, Training centre, Exhibition Hall, Eateries, etc, as more specifically mentioned in the List annexed herewith Annexure K.

xii. CARPET AREA

"Carpet Area" for Common facility Centre Unit shall mean and include, the net usable floor area within each Textile Accessory Unit, excluding the area that is covered therein by the walls.

xiii. FACILITY MANAGEMENT ENTITY (FME)

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

XIV. OPERATION AND MAINTENANCE CHARGES (O&MC)

"Operation and Maintenance Charges" shall mean such monthly contribution and or compensation, as would be payable by each Lessee in the said ITP, (excluding taxes/rates/sessitevies/charges pirect or indirect, present or future, prospective or retrospective as levied by the covernment/Oraturby bodies from time to time. It also excludes, Recurring Charges as Govt. Revenue, M.O. share of Cessia & owner's share of municipal/village panchayat rates/ taxes, water charges, Gardeling and Res. Rates, Cess. Dues, Liabilities, other Tax outgoings of every description, service charges, environmental charges,

Signature for Lessor

Signature for Lessee

द.क्र. ५३९५ /२०१६

drainage charges) as may be decided by the Lessor/ FME with respect to the area of unit of each Lessee, from time to time, towards inter alia the general upkeep, operation, maintenance, monitoring and ensuring uniformity of the said ITP including that of the said Estate Unit . The O & M charges are to be paid in advance by 5th of every month.

xv. POSSESSION DATE

"Possession Date" shall mean possession of the said unit by the Lesser to the Lessee only after obtaining occupation certificate from appropriate authority or such extended date due to conditions mentioned in this agreement or force majeure and receipt in entirety of the consideration, all payments and outgoing mention hereunder and after supplying adequate water connection, electricity connection and all the amenities including proper access road to the said Unit/s.

XM. FORCE MAJEURE

"Force Majeure" shall mean

- any event or combination of events or circumstances beyond the control of the Lessor which cannot (i) by the exercise of reasonable diligence or (ii) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the /Lessor/s ability to perform its obligations under this Agreement, which shall include but not be limited to:
 - a. act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters; or
 - b. explosions or accidents, air crashes, act of terrorism; or
 - c. strikes or lock outs, industrial disputes, action of labour unions; or
 - d. inability to procure or general shortage or non-availability of energy, labour, equipment, facilities, cement, steel or other construction materials/supplies due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any reason whatsoever, or
 - e. war and hostilities of war, riots, bandh or civil commotion; or
 - f. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the Lessor from complying with any or all the terms and conditions as agreed under this Agreement; or
 - g. any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority (ies) refuses, delays withholds, denies the grant of necessary approvals for the said building /said project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority (ies) becomes subject matter any suit/writ before a competent court or; for any reason whatsoever, or
 - h, any kind of sabotage; or
- i. any litigation concerning the said property or any portion thereof not within the reasonable Sub Registral of the Lessor, or

event or circumstances or any other cause (whether similar or dissimilar to the rs issued relating to approvals, permissions, notices, notifications by the

thority become subject matter of any suit/writ before a competent Court; construction work or development under the scheme is delayed due to more

of the Lessees not paying their installments of dues on the respective due dates

then the lessees herein will not hold the Lessor responsible or liable for the said unit by the possession date;

बवड ३ । delay or delivery or द.क्र.५७९५/२०१६

m. Economic slowdown in general;

- n. Delay in issue of Commencement certificate/ Occupancy Certificate and/or Building completion Certificate or any other by the Concerned/Competent Authority;
- o. If the said Building or any part thereof gets demolished and/or damaged due to any reasons whatsoever
- (ii) The Lessor shall not be held responsible or liable for not performing or delay in performing any of its obligations or undertakings provided in this Agreement if such performance is prevented delayed or hindered due to force majeure as defined hereinabove.
- "A" class Equity shares shall mean "A" Class of Equity Shares of the Lessor. The "A" Class Equity Shares shall have voting rights and entitlement to the 95% of the total amount of Dividend declared in any year by the Lessor.
- "B" Class equity shares shall mean "B" Class of equity shares of the Lessor. By virtue of holding the "B" Class equity shares, the shareholder shall be entitled to enjoy the property for all the time free from any encumbrances and shall become the member of the ITP.
- The Right to nominate sub-Lessee for industrial constructed premises is attached to "B" Class equity shares. Such right is attached pro-rata to the "B" class equity shares to the extent and proportion of "B" class equity shares held by each of the "B" class equity shareholders.
 - the "B" Class equity shares shall not: (i) have any voting rights; (ii) the right to declare dividend; (iii) the right to appoint directors on the Board of Lessor; the right to amend the Memorandum and Articles of Association of the Lessor.
- The entire issued Class "B" equity shares shall be entitled to 2.5% (Two and Five Percent) of the total amount of Dividend declared by the Lessor for a financial year, Of the balance 97.5% of the total amount of dividend declared for a financial year, Class 'A' shall be entitled to 95% and Class 'C' shall be entitled to 2.5%.
- xxii. MEMBERSHIP shall mean the Membership of the Integrated Textile Park.

RECITALS

WHEREAS

- i. The Lessor is engaged in the business of development of an Integrated Textile Park (ITP) as launched by Ministry of Textiles ("MOT"), Government of India ("GOI") with an objective to establish Integrated Hi-tech Textile Park with world-class infrastructure and manufacturing facilities masses of Public-Private Partnership. The Scheme facilitates textile units to meet international engineering and social standards by providing various subsidies.
- ii. The Confirming Party is holding "A" Class Equity Shares and is also holding mer alia confirming Party is holding "A" Class Equity Shares and is also holding mer alia confirming Party is holding "A" Class Equity Shares and is also holding mer alia confirming Party is holding "A" Class Equity Shares and is also holding "A" Class "B" Equity Shares of Lessor.
- iii. The Lessor applied to the MIDC on 8th March 2008, and the MIDC stanted on 17th April 2008 an 'In-Principal Allotment Offer' (Ref No. MIDC/Land Sec D-11/93) of said MIDC Flat (boreinafte) referred to as the "said property", more particularly described in the "First Schedule" here: def written). The request of

Signature for Lessor

Signature for Lessee

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the Lessor from MIDC was for 100 acres; as per discussion MIDC was to allot 72 acres; it has allotted 60 the Lesso the balance about 40 acres or so may be allotted by the MIDC to the Lessor in due

course of time, which would get added to the "said property".

iv. The GOI through the MOT granted its consent to establish a Textile Park under SITP on 29th May, 2008

- v. Final-Allotment-&-Possession Application of Lessor to MIDC on 30th May 2008, 'Offer Letter' (Ref No. ROT/KBI/Offer/5065) dated 12th August 2008 by MIDC to Lessor, Application dated 27th August 2008 of Lessor to MIDC offering to enter into Agreement to Lease alongwith Payment formalities, Final 'Allotment Sanction Order' for Allotment of said MIDC Plot (Ref No. ROT/AKBI/ALLOTMENT/ 2909) of 2nd June 2009 issued by MIDC in favour of the Lessor, etc, ensued.
- vi. The Possession of the said MIDC Plot was handed over by MIDC to Lessor under Possession Receipt dated 25th September 2009 vide its Possession letter (Ref No. ROT/AKBI/Plot No.1/600) dated 24th September 2009.
- vii. By an Agreement to Lease dated 5th February, 2010 duly registered with the Sub Registrar of Assurances at Bhiwandi under Serial No. BWD-1/0876/2010, dated 08/02/2010, between MIDC and the Lesson, MIDC allotted to the Lessor the said MIDC Plot with rights to develop it and has covenanted with the Lessor to execute Lease for a period of 95 years in respect thereof in favour of the Lessor on the terms and conditions to be therein contained. The copy of Index II of the said Agreement to Lease is annexed hereto and marked herewith as "Annexure A".
- viii. By Pre-Determine Lease dated 07th May 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-2/3747/2012 dated 07/05/2012, between MIDC and the Lessor, MIDC demised unto the Lessor the said MIDC plot for a period of 95 years computed from the first day of September, 2009 on the terms and conditions to be therein contained. The copy of Index II of the said Pre- Determine Lease is annexed hereto and marked herewith as "Annexure B".
- ix. By Supplemental Lease dated 15th May 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-2/04009/2012 dated 15/05/2012, between MIDC and the Lessor, MIDC on the request of Lessor inserted some additional terms and conditions in the aforesaid Pre-Determine Lease dated 07/05/2012, One of said condition is that, the unit holders in the said integrated textile park will be entitled to transfer and assign, sub-lease, sub-let their units to the third person/s with prior consent of the Lessor and the said consent will be granted as per relevant policy of the Lessor and subject to payment of transfer charges/differential premium as per rate of premium prevailing at the relevant period and as per the policy of the MIDC. The copy of Index II of the said Supplemental Lease is annexed hereto and marked herewith as "Annexure C".
- x. By another Supplemental Lease dated 03rd August 2012, duly registered with Sub Registrar of Assurances at Bhiwandi under serial no. BWD-1/6469/2012 dated 03/08/2012, between MIDC and the Lessor. The MIDC has granted Post facto consent to insert the names of the unit holders to whom the various units in the said textile park has been allotted by the Lessor in the Integrated Textile Park for inserting names of the said unit holders, in the main Pre-Determine Lease dated 7th day of May 2012. The copy of Index II of the said Supplemental Lease is annexed hereto and marked herewith as "Annexure D".

xi. The tessor has obtained Consent to Establish ITP on the said property from the Maharashtra Pollution of Board by its Consent No. BO/RO (P&P) EIC No. KN-3407-10/E/CC-2BO dated 23rd July, 2010 Section 550 Waer (Prevention and Control of Pollution) Act, 1974, under Section 21 of Air (Prevention and Control Pollution) Act 1981 and under Rule 5 of Hazardous Waste (Management, dling and Trans-bound by Movement Rules, 2008.

Title of the Lesson to develop the said property under the SITP and to deal with and dispose-off the eloped/constructed area has been certified as marketable title by M/s. Unisan & Co., Advocates, High

Signature for Confirming Party

Signature for Lesson

AFL 5000 10 04 3 6 8-3 12035 Court, Bombay, by their Certificate of Title dated 03/03/2011, a copy of which is a marked herewith as Annexure "E" xiii. The Lessor is proposing to develop an ITP in accordance with the Guidelines of SITP of the and Development Control Rules of MIDC, on the said property, by constructing Textile Buildings (Tex. Bidg.), Industrial Estate Buildings (IEB), with Industrial Estate Unit (IEU)* Faculty Centre Buildings (FCB) with Facility Centre Unit (FCU), Residential Dormitory Building (RDB) with Dormitory Unit (DU), Textle Accessories Plaza (TAP) with Textile Accessories Units (TAU), and , common Amenities on the said property in accordance with the Plans sanctioned and to be sanctioned by the Competent Authority from time to time xiv. The Lessor has obtained approval to the proposed Common Lay Out and Specific Building Plan for development of the said property from MIDC. The copies of the sanctioned Layout Plan, Specific "Building Plan from MIDC with marking on Common facility Centre Unitallotted to Lessee certified by Architect are annexed hereto and marked herewith as Annexure "F" Colly. xv. The Lessor is also developing portion of the said property as Recreation Ground and Effluent Treatment Plant in the said property for the purpose of integrated development of the said property for the Textile Park of high standard. xvi. The Lessor by Resolution dated 14/10/2011, passed in its Extra Ordinary General Body Meeting has interalia resolved and granted and attached right to nominate any person or company or entity for Textile Building, Estate Unit, Residential Premises in the said property in proportion/ratio of "B" Class Equity Shares held by the Shareholders subject to terms and conditions prescribed by Board of Lessor from time to time and subject to terms and conditions mentioned in the said Resolution. The Lessor by another Resolution dated 05/10/2011, passed in its Extra Ordinary General Body Meeting has interalia resolved that any Lessee must become Member of the Lessor Company by holding prescribed minimum number of "B" Class Equity Shares of the Company on or before execution of the Agreement for Lease by the Lessor. xvii. Pursuant to the said Resolution dated 14/10/2011 of the Lessor, Confirming Party has agreed to nominate the Lessee herein for leasing of Shop bearing No. 004 situated on Ground Floor, in CFC Building bearing No.5, admeasuring 237 Sq. ft. Carpet Area, in Asmeeta Texpa. (hereinafter referred to the "said Premises") on the terms and conditions hereinafter appearing. xviii. At the request of the Confirming Party the Lessor has now agreed to execute this Tripartite Agreement for Lease with the Lessee for lease of the said Premises and transfer of 1000 Class "B" equity Shares to the Lessee by the Confirming Party herein as hereinafter appearing. xix. The Lessor has informed the Lessee and the Lessee is I are aware that the Lessor is is developing the said property as Common Lay Out and constructing Textile Buildings (Tex Bldg.), Industrial Estate Building (IEB), with Estate Unit/s, Common Facility Centre Buildings (CFCB'), with Common Facility Centre Unit (CFCU), Residential Building (RB) with Residential Unit (RU), Amenities, Facilities, other structures, etc, thereon and proposing to give on lease Tex Bldg./ EU/ CFCB/ CFCU and other structures to be constructed by the Lessor on the said property and retaining forever unto the Lessor right to

develop the said property from time to time in accordance with the FSI available on the said property now and which may become available on the said property in future and as manho the by MIDC/
Competent Authority to the Lessor from time to time.

xx The Lessee has represented to the Lessor that he/they is/are in the business the Textile Business and intends to set up a Common facility Centre Unitaria is in ri acility Centre Unitin the ITP on the said property for carrying on his/her/their said textile

the Lessee the has and given xxi. The Approvals/Consents/Sanctions/Orders in respect of the said property bladed 57 the GOI, MOT, MPCB, MIDC, any other authority, viz SITP Consent, Agreen