

Agreement for Lease
Between
Asmeeta Infratech Pvt. Ltd.
And

M/s. ROYAL ENTERPRISES

TAP-038

Asmeeta
T E X P A
Garments & Apparel Park

Site Address:

Asmeeta Infratech Pvt. Ltd.,
MIDC, additional Kalyan Bhiwandi Ind.
Area, Plot #1, Village-Kone,
Taluka Bhiwandi, District Thane - 421311



28/06/2022

सूची क्र.2

दुय्यम निबंधक : दु.नि. भिवंडी 1

दस्त क्रमांक : 9122/2022

नोंदणी :

Regn:63m

गावाचे नाव : कोन

| | |
|---|--|
| (1)विलेखाचा प्रकार | भाडेपट्टा |
| (2)मोबदला | 1096000 |
| (3) बाजारभाव(भाडेपट्टयाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | 667080 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव: ठाणे इतर वर्णन : , इतर माहिती: इस्टेट युनिट नं. 038,टेक्सटाईल एक्सेसरी प्लाना बिल्डिंग,तळ मजला,अस्मिता टेक्स्पा,प्लॉट नं. 1,अति. कल्याण भिवंडी इंडस्ट्रियल एरिया,कोन,क्षेत्र 183 चौ. फुट कारपेट((Plot Number : 1, MIDC ;)) |
| (5) क्षेत्रफळ | 1) 183 चौ.फूट |
| (6)आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-रॉयल एंटरप्रायझेस तर्फे प्रोप्रा जहीद अकर अहमद नसीर (लेसी) वय:-35; पत्ता:-प्लॉट नं: ए/१०३ , माळा नं: -, इमारतीचे नाव: अल अब्रार अपार्टमेंट , ब्लॉक नं: अल्मास कॉलनी , रोड नं: कौसा मुंब्रा , ठाणे , महाराष्ट्र, ठाणे. पिन कोड:-400612 पॅन नं:-ALGPJ7303Q 2): नाव:-मे. टीन टाइम कन्सल्टन्सी प्रायवेट लिमिटेड तर्फे अधिकृत स्वाक्षरी कर्ता दिपक जाधव तर्फे कु. सु. धारक संजय बबन डोके (मान्यता देणार) वय:-39; पत्ता:-प्लॉट नं: गाळा नं. ०२, माळा नं: -, इमारतीचे नाव: ई ५ ए, अस्मिता टेक्सटाईल पार्क, ब्लॉक नं: प्लॉट नं. १, अति. कल्याण भिवंडी इंडस्ट्रियल एरिया, रोड नं: कोन, भिवंडी, महाराष्ट्र, ठाणे. पिन कोड:-421311 पॅन नं:-AADCT4579R |
| (8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | 1): नाव:-मे. अस्मिता इन्फ्राटेक लिमिटेड तर्फे संचालक मयुर रतिलाल सुचक तर्फे कु. सु. धारक संजय बबन डोके (लेसर) वय:-39; पत्ता:-प्लॉट नं: ३०२ , माळा नं: -, इमारतीचे नाव: सीएफसी-1, अस्मिता टेक्सटाईल पार्क, ब्लॉक नं: एम आय डी सी, प्लॉट नं. १, रोड नं: अति. कल्याण भिवंडी इंडस्ट्रियल एरिया, कोन, भिवंडी, महाराष्ट्र, ठाणे. पिन कोड:-421311 पॅन नं:-AAHCA0477H |
| (9) दस्तऐवज करून दिल्याचा दिनांक | 27/06/2022 |
| (10)दस्त नोंदणी केल्याचा दिनांक | 28/06/2022 |
| (11)अनुक्रमांक,खंड व पृष्ठ | 9122/2022 |
| (12)बाजारभावाप्रमाणे मुद्रांक शुल्क | 55000 |
| (13)बाजारभावाप्रमाणे नोंदणी शुल्क | 10960 |
| (14)शेरा | |

पुसह दुय्यम निबंधक भिवंडी-१

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.

Payment Details

| sr. | Purchaser | Type | Verification no/Vendor | GRN/Licence | Amount | Used At | Deface Number | Deface Date |
|-----|-------------------|----------------------|------------------------|--------------------|----------|---------|------------------|-------------|
| 1 | ROYAL ENTERPRISES | eSBTR/Simple Receipt | 69103332022061450816 | MH003377534202223R | 55000.00 | SD | 0002093793202223 | 28/06/202 |
| 2 | | DHC | | 2806202205573 | 1480 | RF | 2806202205573D | 28/06/202 |
| 3 | ROYAL ENTERPRISES | eSBTR/SimpleReceipt | | MH003377534202223R | 11000 | RF | 0002093793202223 | 28/06/202 |

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

| मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव) | | | | | |
|---|--|-------------------------------|---------------|------------------------|--------------------------|
| Valuation ID | 202207125070 | | | | 12 July 2022,04:01:58 PM |
| मूल्यांकनाचे वर्ष | 2022 | | | | |
| जिल्हा | ठाणे | | | | |
| मूल्य विभाग | तालुका भिवंडी | | | | |
| उप मूल्य विभाग | 1/2-रहीवास वापरा खालील विकसित जमिनी | | | | |
| क्षेत्राचे नांव | Bhivandi-Nijampur Municipal Corporation | सर्व्हे नंबर / न. भू. क्रमांक | | | |
| वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु. | | | | | |
| खुली जमीन | निवासी सदनिका | कार्यालय | दुकाने | औद्योगिक | मोजमापनाचे एकक |
| 3540 | 28400 | 32700 | 35500 | 32700 | चौ. मीटर |
| बांधीव क्षेत्राची माहिती | | | | | |
| बांधकाम क्षेत्र(Built Up)- | 20.4 चौ. मीटर | मिळकतीचा वापर- | औद्योगिक गाळा | मिळकतीचा प्रकार- | बांधीव |
| बांधकामाचे वर्गीकरण- | 1-आर सी सी | मिळकतीचे वय - | 0 TO 2वर्षे | मूल्यदर/बांधकामाचा दर- | Rs.32700/- |
| उद्ववाहन सुविधा - | नाही | मजला - | | | |
| Sale Type - First Sale | | | | | |
| Sale/Resale of built up Property constructed after circular dt.02/01/2018 | | | | | |
| घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर | $= ((\text{वार्षिक मूल्यदर} - \text{खुल्या जमिनीचा दर}) * \text{घसा-यानुसार टक्केवारी}) + \text{खुल्या जमिनीचा दर} * \text{मजला निहाय घट/वाढ}$ $= (((32700 - 3540) * (100 / 100)) + 3540) * 100 / 100$ $= \text{Rs.}32700/-$ | | | | |
| A) मुख्य मिळकतीचे मूल्य | $= \text{वरील प्रमाणे मूल्य दर} * \text{मिळकतीचे क्षेत्र}$ $= 32700 * 20.4$ $= \text{Rs.}667080/-$ | | | | |
| Applicable Rules | = 3 | | | | |
| एकत्रित अंतिम मूल्य | $= \text{मुख्य मिळकतीचे मूल्य} + \text{तळधराचे मूल्य} + \text{मेझॅनार्डन मजला क्षेत्र मूल्य} + \text{लागतच्या गच्चीचे मूल्य(खुली बात्कनी)} + \text{वरील गच्चीचे मूल्य} + \text{बंदिस्त वाहन तळाचे मूल्य} + \text{खुल्या जमिनीवरील वाहन तळाचे मूल्य} + \text{इमारती भोवतीच्या खुल्या जागेचे मूल्य} + \text{बंदिस्त बात्कनी} + \text{स्वयंचलित वाहनतळ}$ $= A + B + C + D + E + F + G + H + I + J$ $= 667080 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0 + 0$ $= \text{Rs.}667080/-$ $= \text{२ सहा लाख सदसष्ट हजार ऐंशी} /-$ | | | | |

Home

Print



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| बवड - १ |
| द. क्र. ९९२२ / २०२२ |
| दि. ९ / ७ |



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| बवड - १ |
| व. क्र. ९२२/२०२२ |
| पाने २/०४ |

Data of Bank Receipt for GRN MH003377534202223R
Bank - IDBI BANK

Bank/Branch :
 Pmt Txn id : 2751290626 Simple Receipt
 Pmt DtTime : 14/06/2022 19:14:06 Print DtTime :
 ChallanIdNo : 69103332022061450816 GRAS GRN : MH003377534202223R
 District : 1201 / THANE GRN Date : 14/06/2022 19:14:07
 Office Name : IGR131 / BVD1_BHIWANDI NO 1 SUB REGISTRAR
 StDuty Schm : 0030046401-75/ Stamp Duty(Bank Portal)
 StDuty Amt : Rs 55,000.00/- (Rs Fifty Five Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 11,000.00/- (Rs Eleven Thousand Rupees Only)

Article : 36
 Prop Mvblty : Immovable Consideration : 10,96,000.00/-
 Prop Descr : UNIT 38 GR FLR , TEXTILE ACCESS
 : ORY PLAZA BLDG
 : 421311
 Duty Payer : PAN-ALGPJ7303Q ROYAL ENTERPRISES
 Other Party : PAN-AAHCA0477H ASMEETA INFRATECH LIMITED

Bank Scroll No : 100
 Bank Scroll Date : 15/06/2022
 RBI Credit Date : 15/06/2022
 Mobile Number : 919967435936



Challan Defaced Details .

| Sr. No. | Remarks | Defacement No. | Defacement Date | Userld | Defacement Amount |
|--------------------------------|--------------|------------------|---------------------|--------|-------------------|
| 1 | (iS)-81-9122 | 0002093793202223 | 28/06/2022-16:24:06 | IGR131 | 11000.00 |
| 2 | (iS)-81-9122 | 0002093793202223 | 28/06/2022-16:24:06 | IGR131 | 55000.00 |
| Total Defacement Amount | | | | | 66,000.00 |



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| व. नं. २९२२/२०२२ |
| पाने ३/१०४ |

CHALLAN

MTR Form Number - 6

| | | | | | |
|-------------------|---|---------------------------|------------------------|-------------------|------------------------|
| GRN NUMBER: | MH003377534202223R | BARCODE | Form ID IGRSR | Date | 14-06-2022 19 14 05 |
| Department: | IGR | | Payee Details | | |
| Receipt Type: | RE | | Dept ID (If Any): | IGR | |
| Office Name: | IGR131-BVD1_BHIWANDI NO 1 SUB REGISTRAR | | PAN No(If Applicable): | PAN-AAHCA0477H | |
| Year | Period From: 14-06-2022 | Full Name | | ROYAL ENTERPRISES | |
| | Period To: 31-03-2099 | | | | |
| Object | Amount | Flat Block No | UNIT 38 GR FLR | | |
| 0030046401-75 | 55000 | Premises/Bldg | TEXTILE ACCESS | | |
| 0030063301-70 | 11000 | Road/Street | ORY PLAZA BLDG | | |
| | 0 | | ASMEETA TEXPA | | |
| | 0 | Area/Locality | MIOC PLOT NO 1 | | |
| | 0 | Town/City/District | KON BHIWANDI | | |
| | 0 | | THANE | | |
| | 0 | Remarks(If Any) | | | |
| | 0 | | | | |
| | 0 | | | | |
| | 0 | | | | |
| Total Amount: | 66000 | | | | |
| Payment Details | IDBI Net Banking | FOR USE IN RECEIVING BANK | | | |
| Payment ID : | 2751290626 | | | | |
| Cheque-DD Details | | Bank CIN No | 69103332022061450816 | | |
| Cheque DD No : | | Date | 14-06-2022 19 14 06 | | |
| Name of Bank : | IDBI Bank | Bank-Branch | | | |
| Name of Branch : | | Scroll No. | | | |



ववड - १
द. क्र. ९१२२/२०२२
पाने ४/१०४



Document **H**andling **C**harges
Inspector General of Registration & Stamps

Receipt of Document Handling Charges

PRN 2806202205573 Receipt Date 28/06/2022

Received from ROYAL ENTERPRISES, Mobile number 9967435936, an amount of Rs.1480/-, towards Document Handling Charges for the Document to be registered on Document No. 9122 dated 28/06/2022 at the Sub Registrar office S.R. Bhivandi 1 of the District Thane Grm.

DEFACED
₹ 1480
DEFACED

Payment Details

Bank Name sbiepay Payment Date 28/06/2022
Bank CIN 10004152022062805152 REF No. 202217901005906
Deface No 2806202205573D Deface Date 28/06/2022

This is computer generated receipt, hence no signature is required.



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| ब. नं. १ | |
| प. नं. | ९२२/२०२२ |
| पान | ५/६४ |

THIS AGREEMENT FOR LEASE is made at Bhiwandi, Thane, on the 27th day of June in the Christian Year Two Thousand and Twenty Two (2022).

BETWEEN


ASMEETA INFRATECH LIMITED (formerly known as **ASMEETA INFRATECH PRIVATE LIMITED**) (PAN NO. AAHCA0477H), a Company duly incorporated and registered under the provisions of the Companies Act, 1956 and having its Office at 302, CFC 1, Asmeeta Textile Park, Plot No.1, Addl. Kalyan Bhiwandi Industrial Area, Village-Kon, Bhiwandi, Thane - 421 311, through its Director **MR. MAYUR RATILAL SUCHAK**, through his Constituted Attorney **MR. SANJAY BABAN DOKE**, hereinafter called the "**LESSOR/COMPANY**" (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**.

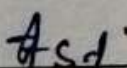
AND


MR. JAHEED AKTAR AHAMMAD NASEER (PAN NO. ALGPJ7303Q), Age: 35 years, Indian Inhabitant, having his address as Flat No. 103, A Wing, Al Abrar Apartment, Next to National School, Almas Colony, Kausa Mumbra, Thane - 400 612, as a Proprietor of **M/s. ROYAL ENTERPRISES** having address as A/103, Al Abrar Apartment, Almas Colony, Kausa Mumbra, Thane - 400 612, hereinafter collectively 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. TIN TIME CONSULTANCY PRIVATE LIMITED, (PAN NO. AADCT4579R), a Company duly incorporated and registered under the provisions of the Companies Act, 1956 and having its registered office at Gala no. 02, Building no. E5A, Asmeeta Textile Park, Plot no. 1, Addl. Kalyan Bhiwandi Industrial Estate Area, Village Kon, Bhiwandi - 421 311., through its Authorized Signatory **MR. DEEPAK JADHAV**, through his Constituted Attorney **MR. SANJAY BABAN DOKE/MR. NARENDRA DHONDIRAM SALE**, hereinafter called the "**CONFIRMING PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include its administrators and assigns) of the **THIRD PART**.


Signature for Lessor


Signature for Lessee

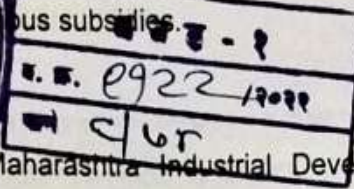

Signature for Confirming Party

DEFINITIONS AND EXPLANATIONS

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

i. SCHEME OF INTEGRATED TEXTILE PARK (SITP)

The "Scheme of Integrated Textile Park" means the Scheme 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 based on Public-Private Partnership. The Scheme facilitates textile Units to meet international environmental and social standards by providing various subsidies.



MIDC 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 Sq. Mtrs. Area or thereabouts, as allotted to the Lessor herein, more particularly described in the 'First Schedule' hereunder mentioned. Other adjacent Plot/s of MIDC may get added to the 'Said Property' in due course of time, as the case may be.

iv. PROJECT / INTEGRATED TEXTILE PARK (ITP)

"Project" or "Integrated Textile Park" shall mean the Asmeeta Textile Park ("Asmeeta Texpa"), comprising of various infrastructures on the said Property, viz Textile Building/s (TB), Industrial Estate Building/s (IEB), with Estate Unit/s" Common Facility Centre Building/s (CFCB) with Common Facility Centre Unit/s (CFCU), Residential Building/s (RB) with Residential Unit/s (RU), Amenities, Facilities, etc, being developed under the Scheme for Integrated Textile Park ("SITP") on the said MIDC Plot upon due sanctions being accorded by MIDC and other relevant authorities from time to time.

v. LAYOUT PLAN

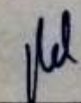
"Layout Plan" shall mean Layout of the ITP demarcating the locations of the various infrastructures on the said ITP viz. the Textile Building/s, Industrial Estate Building/s comprising of the Estate Unit/s, Common Facility Centre Building/s, Residential Building/s, Amenities, Facilities, etc., as sanctioned by MIDC on 10th January 2011, and as may be further amended / revised / altered / modified / substituted by the Lessor from time to time.

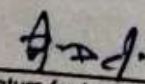
vi. TEXTILE ACCESSORY PLAZA BUILDING (TAP)

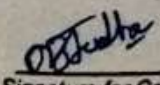
"Textile Accessory Plaza Building" shall mean the RCC Structure, comprising of Ground Plus 2 Floor which would house the Textile Accessory Unit, to be constructed in the said Property, as shown in the Layout Plan/s annexed herewith.

vii. ESTATE UNIT(EU)

"Estate Unit" in "Textile Accessory Plaza Building" shall mean each Unit bearing particular Specifications, which would be comprised within each Textile Accessory Plaza Building as would be constructed, in the said property, as shown in the Layout Plan/s annexed herewith.

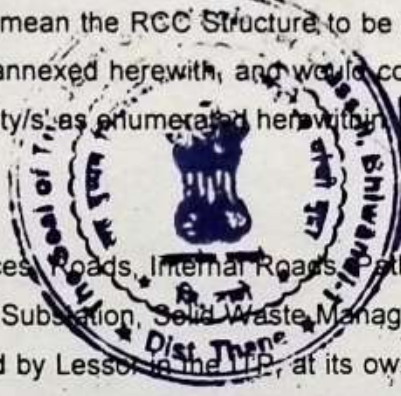

Signature for Lessor


Signature for Lessee


Signature for Confirming Party

viii. **COMMON FACILITY CENTRE BUILDING (CFCB) & CFC UNIT/S (CFCU)**

"Common Facility Centre Building" would mean the RCC Structure to be constructed in the said Property, as shown in the Layout Plan/s annexed herewith, and would comprise of one or more "CFC Unit/s" which would house the 'Facility/s' as enumerated herewith.



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| ಇ. ಸ. ೦೯೨೨/೨೦೧೧ |
| ೬೬೮ |

ix. **AMENITIES**

"Amenities" would be namely, Open Spaces, Roads, Internal Roads, Pathways, Gardens, Storm Water Drains, Street Lightings, Electricity Substation, Solid Waste Management System, Effluent Treatment Plant, etc., as may be provided by Lessor in the ITP, at its own discretion. Ownership of such Amenities would always vest in the Lessor and or its Transferee/Lessee as the case may be. 'Amenities List' is annexed herewith.

x. **FACILITIES**

"Facilities" shall mean those Conveniences in the ITP, broadly speaking, Banking Facilities, General Facilities, Medical Facilities, Commercial Facilities, Industrial Facilities, Welfare Facilities, Recreation Facilities, Travel Facilities, Eateries, etc., as more specifically mentioned in the List annexed herewith.

xi. **CARPET AREA**

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

xii. **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.

xiii. **OPERATION AND MAINTENANCE CHARGES (O & M C)**


"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/cess/levies/charges etc.) 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/s as would be leased to each such Lessee.

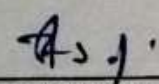
xiv. **POSSESSION DATE**


"Possession Date" shall mean possession of the said Unit by the Lessor 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.

xv. **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


Signature for Lessor



Signature for Lessee

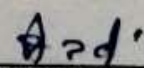

Signature for Confirming Party

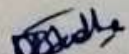


assignment of lease, reasonable prevention and alternative measures, be prevented or caused to be prevented and which adversely affects the /Lessor/s ability to perform its obligations under this Agreement, which shall include but not be limited to:

- 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 control of the Lessor; or
 - j. any event or circumstances or any other cause (whether similar or dissimilar to the foregoing);
- xvi. "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.
- xvii. "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 Asmeeta Infratech Ltd.
- xviii. 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.
- xix. 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.
- xx. The entire issued "B" Class Equity Shares shall be entitled to 2.5% of the total amount of Dividend declared by the Lessor for a financial year, of the balance 97.5 % of the total


Signature for Lessor


Signature for Lessee


Signature for Confirming Party

amount of dividend declared for a financial year, "A" Class shall be entitled to 95 % and Class "C" Class shall be entitled to 2.5 %.

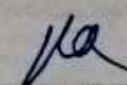
xxi. MEMBERSHIP shall mean the Membership of the Integrated Textile Park.

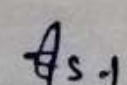



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WHEREAS

- 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 based on Public-Private Partnership. The Scheme facilitates textile Unit/s to meet international environmental and social standards by providing various subsidies.
- ii. The Confirming Party is holding "A" Class Equity Shares and is also holding inter alia 1,000 number of "B" Class Equity Shares of Lessor.
- iii. The Lessor applied to the MIDC on 8th March 2008, and the MIDC granted on 17th April 2008 an 'In-Principal Allotment Offer' (Ref No. MIDC/Land Sec D-11/93) of said MIDC Plot (hereinafter referred to as the "said property", more particularly described in the "**First Schedule**" hereunder written). The request of the Lessor from MIDC was for 100 acres; as per discussion MIDC was to allot 72 acres; it has allotted 60 acres to the Lessor; 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 (hereinafter referred to as "the SITP Consent").
- 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 Lessor, 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 a 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 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**".


Signature for Lessor

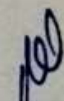

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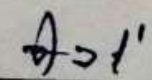

Signature for Confirming Party




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- By a 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 Holder/s
 - in the said integrated textile park will be entitled to transfer and assign, sub-lease, sub-let their Unit/s 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-1/6468/2012 dated 03/08/2012, between MIDC and the Lessor. The MIDC has granted Post facto consent to insert the names of the Unit Holder/s to whom the various Unit/s in the said textile park has been allotted by the Lessor in the Integrated Textile Park for inserting names of the said Estate 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 Lessor has obtained Consent to Establish ITP on the said property from the Maharashtra Pollution Control Board by its Consent No. BO/RO (P&P) EIC No. KN-3407-10 / E/ CC-2BO dated 23rd July, 2010 under Section 25 of Water (Prevention and Control of Pollution) Act, 1974, under Section 21 of Air (Prevention and Control of Pollution) Act, 1981 and under Rule 5 of Hazardous Waste (Management, Handling and Trans-boundary Movement) Rules, 2008.
 - xii. Title of the Lessor to develop the said property under the SITP and to deal with and dispose-off the Developed/constructed area has been certified as marketable title by M/s. Unisan & Co., Advocates, High Court, Bombay, by their Certificate of Title dated 03/03/2011, a copy of which is annexed hereto and marked herewith as "Annexure "E".
 - xiii. The Lessor is proposing to develop an ITP in accordance with the Guidelines of SITP of the MOT (GOI) and Development Control Rules of MIDC, on the said property, by constructing TB's, IEB's with Estate Unit's, CFCB's, CFCU's, Amenities, Facilities, other structures, etc., 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 Estate Unit/s allotted 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/s, 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

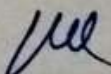

Signature for Lessor

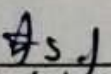

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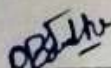

Signature for Confirming Party

Member of the Lessor Company by holding prescribed minimum number of "B" Class Equity Shares of the Company on or before execution of the Deed of Lease by the Lessor.

- xvii. Pursuant to the said Resolution dated 14/10/2011 of the Lessor, the Confirming Party has agreed to nominate the Lessee herein for Estate Unit No. 038, situated on Ground Floor, in *Textile Accessory Plaza Building*, admeasuring 183 sq. ft. carpet area, in *Asmeeta Texpa* (hereinafter referred to the "said Unit", more particularly described in Schedule in the terms and conditions hereinafter appearing.
- xviii. At the request of the Confirming Party the Lessor has now agreed to execute this Agreement for Lease with the Lessee for lease of the said Unit and transfer of 1,000 "B" Class Equity Shares to the Lessee by the Confirming Party hereinafter appearing.
- xix. The Lessor has informed the Lessee and the Lessee is / are aware that the Lessor is developing the said property as Common Lay Out and constructing Textile Buildings (TB), 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 TB/ 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 may be permitted 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 connected with or related to the Textile Business and intends to set up a Estate Unit and is in need of Estate Unit in Textile Accessory Plaza Building in the ITP on the said property for carrying on his/her/their said business activity.
- xxi. The Lessor has given and the Lessee has taken inspection of all the Approvals/Consents/Sanctions/Orders in respect of the said property obtained by the Lessor from the GOI, MOT, MPCB, MIDC, any other authority, viz SITP Consent, Agreement to Lease, Pre-determined Lease, Supplemental Lease between MIDC and Lessor, MIDC Possession (Land) Receipt, Sanctioned Common Layout with Revisions, Location Clearance, MPCB Consent, and the Communications/ Correspondence etc there between, from time to time, and was satisfied therewith on or before the execution of these presents, and Lessee has entered into this AFL after investigating and accepting the Title of the Lessor to the said property and after accepting the clear and marketable Certificate of Title of M/s. Unisan & Co., Advocates.
- xxii. The Lessor has agreed to give on Lease and Lessee has agreed to take on lease Estate Unit bearing No. 038, situated on Ground Floor, in *Textile Accessory Plaza Building*, admeasuring 183 sq. ft. carpet area, in *Asmeeta Texpa*, (hereinafter referred to as the "said Unit") to be constructed by the Lessor in the ITP, as shown on the Plan annexed hereto and shown thereon in red colour boundary line subject to the condition that the said Unit will be used by the Lessee only for the purpose of Textile Business and Activities as Permissible and contemplated by the SITP of MOT (GOI), and for no other purpose or purposes, against payment of the Premium/Lease Rent/Maintenance Charges/ Goods and Service Tax (GST) and any other applicable taxes/ Other payments, etc as hereinunder mentioned in detail. The Specifications of the said Unit is annexed hereto and marked herewith as **Annexure G**.
- xxiii. The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.


Signature for Lessor


Signature for Lessee


Signature for Confirming Party



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NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

RECITAL INTEGRAL PART OF AGREEMENT

The parties hereto do hereby agree and confirm that all the Recitals of this Agreement form part and parcel of the operative part of this Agreement and shall be read accordingly.

2. LESSEE BUSINESS

The Lessee do hereby declare, confirm and covenant with the Lessor that the Lessee is in Textile Business and intending to carry on business of Garment Accessories in the Unit intended to be taken on lease by the Lessee in the ITP and the Lessee hereby agrees and confirms that he/she / they / it is / are aware that the Lessor have entered into this Agreement for Lease with the Lessee in respect of the said Unit relying upon the correctness of the aforesaid statements and declaration of the Lessee and Lessee repeats and confirms the same.

3. LEASE OF SAID ESTATE UNIT/ SAID PREMISES, IT'S TERM, RENEWAL OF LEASE, CONSIDERATION, PREMIUM, RENT AND PAYMENT MILESTONES

3.1 LEASE OF SAID ESTATE UNIT/SAID PREMISES


The Lessor has agreed to give on Lease and Lessee has agreed to take on Lease Textile Accessory Unit No. 038, situated on Ground Floor, in *Textile Accessory Plaza Building*, admeasuring 183 sq. ft. carpet area, in Asmeeta Texpa, (hereinafter referred to as the "said Premises") to be constructed by the Lessor in the ITP, as shown on the Plan annexed hereto and shown thereon in red colour boundary line subject to the condition that the said Premises will be used by the Lessee only for the purpose of Textile Business and Activities as Permissible and contemplated by the SITP of MOT (GOI), and for no other purpose or purposes, against payment of the Premium/Lease Rent/Maintenance Charges/ Goods and Service Tax (GST) and any other applicable taxes/ Other payments, etc. as hereinunder mentioned in detail. The Specifications of the said Premises are annexed hereto and marked herewith as **Annexure G**.

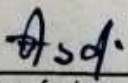
3.2 GRANT OF TERM

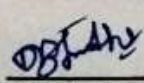
The Lessor herein has agreed to lease the said Premises on lease (more particularly described in the Second Schedule hereunder written) in favour of the Assignee for residual unexpired term of 95 years (Ninety Five years) computed from 01.09.2009.

3.3 LEASE PERIOD/RENEWAL OF LEASE

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


Signature for Lessor


Signature for Lessee

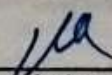

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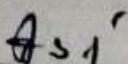
3.4 CONSIDERATION

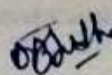
- a) The Lessee has agreed to pay total consideration amount of **Rs. 10,96,000/- (Rupees Ten Lakh Ninety Six Thousand Only)**, agreed to be paid by the Lessee, out of which a sum of **Rs. 10,81,000/- (Rupees Ten Lakh Eighty One Thousand Only)** being agreed to be paid to the Lessor and **Rs. 15,000/- (Rupees Fifteen Thousand only)** being agreed to be paid to the Confirming Party and for conditions and covenants to be observed and performed by the Lessee, Lessee is entitled to the Lease of the said Premises (subject to Payment of the total Consideration amount as mentioned in this Agreement) on terms and conditions as contained herein. The total consideration is payable towards the premium and rent to be paid to the Lessor, and towards nominating the said Lessee and having caused Lessor to execute this Agreement for Lease in respect of the said Premises and transfer of agreed number of "B" Class Shares in favour of Lessee, to be paid to the Confirming Party.
- b) The Total consideration are exclusive of any sums, fees, duties, premiums, rents, taxes (direct indirect, prospective retrospective), levies deposits, local body tax, imposed or such charge or outlays by whatever name called charge levied imposed and payable in respect of the said Unit or howsoever arising from the transaction contemplated herein to any government authority. Any or all taxes (save and except the tax on the Lessor including Goods and Services Tax (GST) and any other applicable Taxes, Stamp duty registration or any tax levied or imposed etc. arising from lease of the said Unit to the Lessee or the transaction contemplated herein shall be borne and paid by the Lessee along-with installments by the Lessee within 7 days of demand by the Lessor.
- c) In consideration of the amount including Premium/Consideration, Rent, Goods and Services Tax (GST) and any other applicable Taxes, etc., agreed here within to be paid by the Lessee for the said Premises, and upon becoming member of the Lessor by acquiring of 1,000 Class "B" Equity Shares of the Company and upon regular and time to time Payment/s of all 'Other Payments & Outgoings, etc., reserved as more particularly enumerated hereunder, and upon the Lessee agreeing to observe and perform the terms, conditions, covenants and agreements as herein contained, the Lessor do hereby agrees to give on Lease and Lessee do hereby agrees to take on Lease the said Premises as shown on the 'Plan/s' (**Annexure F colly**) and delineated thereon in red coloured boundary line and more particularly described in the "**Second Schedule**" hereunder written, for a 'Term' which will be concurrent with the term of the Lease of the said property from MIDC in favour of the Lessor and co-terminus with the said MIDC Lease.

3.5 PAYMENT SCHEDULE/MILESTONES

The said Consideration of **Rs. 10,81,000/- (Rupees Ten Lakh Eighty One Thousand Only)**, shall be paid by the Lessee in the following manner (time being essence of the contract):-


Signature for Lessor


Signature for Lessee


Signature for Confirming Party