



01/06/2017

सूची क्र.2

मुख्य निबंधक : गह्र दु.नि. उल्हासनगर  
3

दस्त क्रमांक : 5679/2017

नोंदणी :

Regn.63m

## गावाचे नाव : 1) चिखलोली

(1)विनेखाचा प्रकार	65-चुक दुरगती पत्र
(2)मोबदला	0
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो कि पट्टेदार ते नमुद कराये)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:अंबरनाथ इतर वर्णन : , इतर माहिती: , इतर माहिती: इन्स्टे युनिट नं. 205 ए,बिल्डिंग नं. ए 2,गुमा,दुगरा मजला,एम. आय. डी. मी.,प्लॉट नं. 22,अंबरनाथ इंडस्ट्रियल एरिया,गौजे चिखलोली,ता. अंबरनाथ,जि. ठाणे,क्षेत्र 519 ची. फुट कतग्रेट या मिळकतीचा दस्त नं. 2964/2017 नोंदवण्यात आला आहे. या दस्त मध्ये निष्पादिन दिनांक 24 मार्च 2016 ऐवजी 24 मार्च 2017 असे वाचण्यात व समजण्यात यावे. ( ( Plot Number : MIDC Plot No. 22 ; ) )
(5) क्षेत्रफळ	1) 519 ची.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:-मे. जनता आर्ट प्रिंटर तर्फे प्रोफ्र. आज्ञादनाथ लालमन तियागी बय:-68, पत्ता.-प्लॉट नं: डी-५, माळा नं: -, इमारतीचे नाव: नाताल इन्स्टे, एम. जे. डिग्री कॅम्पस, बर्लॉक नं: कमानाई ऑडल मिलच्या जयळ, रोड नं: चांदियली रोड, गाकीनाका, महाराष्ट्र, मुम्बई. पिन कोड:-400072 पॅन नं:-ABYPT9101A
(8)दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एम्पायर इंडस्ट्रिज लिमिटेड तर्फे अश्विनी स्वामी कर्ता विश्वाया पुणेहिन तर्फे कु. मु. धारक परग एम बगळ बय:-54; पत्ता:-प्लॉट नं: ४१४, माळा नं: -, इमारतीचे नाव: एम्पायर कॉम्प्लेक्स, बर्लॉक नं: रोनापती बापट मार्ग, रोड नं: लोअर परेल, महाराष्ट्र, मुम्बई. पिन कोड:-400013 पॅन नं:-AAAGE2757R
(9) दस्तऐवज करून दिल्याचा दिनांक	01/06/2017
(10)दस्त नोंदणी केल्याचा दिनांक	01/06/2017
(11)अनुक्रमांक,खंड व पृष्ठ	5679/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	500
(14)शेरा	

सह मुख्य निबंधक तब-२  
उल्हासनगर क.३मुल्यांकनासाठी विचारात घेतलेला  
तपशील:-:मुद्रांक शुल्क: आकारताना नियडलेला Correction Deed  
अनुच्छेद :- :



पावती

Original/Duplicate

Thursday, June 01, 2017

नोंदणी क्र. :39म

5:03 PM

Regn.:39M

पावती क्र.: 7707 दिनांक: 01/06/2017

गावाचे नाव: चिखलोली

दस्तऐवजाचा अनुक्रमांक: उहन3-5679-2017

दस्तऐवजाचा प्रकार : 65-चुक दुरुस्ती पत्र

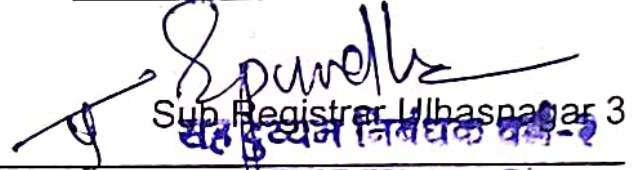
सादर करणाऱ्याचे नाव: एम्पायर इंडस्ट्रिज लिमिटेड तर्फे अधिकृत स्वाक्षरी कर्ता विशाखा पुरोहित तर्फे कु. मु. धारक पराग एस वगळ

नोंदणी फी रु. 500.00

दस्त हाताळणी फी रु. 560.00

पृष्ठांची संख्या: 28

एकूण: रु. 1060.00

  
Sub Registrar, Ulhasnagar 3  
यह दस्तऐवज निबंधक वकील-३  
उल्हासनगर क. ३

वाजार मुल्य: रु.1/-

मोबदला रु.0/-

भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.500/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH001751002201718R दिनांक: 29/05/2017

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रक्कम: रु 560/-

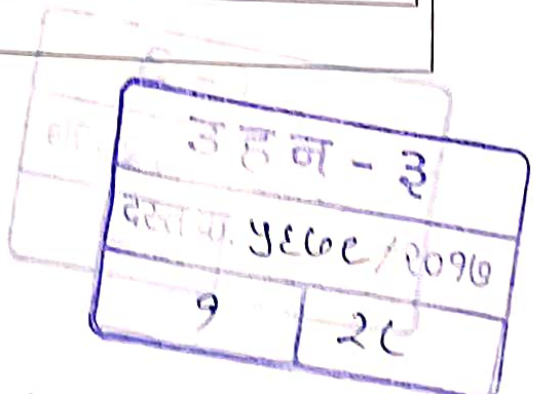
नोंदणी फी माफी असल्यास तपशिल :-

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



Hot Payment Successful, Your Payment Confirmation Number is 104676581

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH00175100220171SR	BARCODE	Form ID : Date: 29-05-2017
Department	IGR	Payee Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	IGR130- UL13 ULHASNAGAR JIT SUB REGISTRAR	Location	PAN No. (If Applicable) PAN-ABYPT9101A
Year	Period: From : 29/05/2017 To : 31/03/2099	Full Name	JANATA ART PRINTERS
Object	Amount in Rs.	Flat/Block No.	UNIT NO 205A
		Premises/ Bldg	BLDG NO A2 PLOT
		Road/Street.	NO 22
0030046401-75	500.00	Area /Locality	AMBARNATH INDUSTRIAL ESTAT
		Town/ City/ District	E CHIKHOLI AMBA RNATH THANE Maharashtra
0030063301-70	500.00	PIN	4 2 1 5 0 3
	0.00	Remarks (If Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	1000.00	Amount in words	Rupees One Thousand Only
Payment Details:IDBI NetBanking		FOR USE IN RECEIVING BANK	
Payment ID : 124723994		Bank CIN No : 69103332017052950172	
Cheque- DD Details:		Date	29-05-2017
Cheque- DD No.		Bank-Branch	
Name of Bank	IDBI BANK	Scroll No.	
Name of Branch			



**CORRECTION DEED**

THIS DEED OF CORRECTION made and entered into at  
Ambernath on this 1<sup>st</sup> day of June 2017.

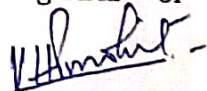
**BETWEEN**

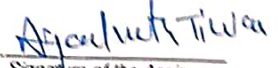
**EMPIRE INDUSTRIES LIMITED (PAN NO. AAACE2757R)**, a Company registered under the Companies Act, 1913 and having its Office at Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai 400 013., through Authorised Signatory **MR. ANOOP BHARGAVA / MS. VISHAKHA PUROHIT** through his Constituted Attorney **Mr. PARAG S. VAGAL**, hereinafter called the "ASSIGNOR/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. AZADNATH LALMAN TIWARI (PAN NO. ABYPT9101A)**, an Indian inhabitant, having address D-5, Natal Estate, S. J. D'souza Compund, Near Kamani Oil Mill, Chandivali Road, Sakinaka, Mumbai - 400 072, as the proprietor of **M/S. JANATA ART PRINTERS**, hereinafter called the "ASSIGNEE", (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her respective heirs, executors, administrators and assigns as far as of the **SECOND PART**.

**WHEREAS**, By the **AGREEMENT FOR ASSIGNMENT** dated 24/03/2017 made between the Party of First Part and the Party of Second Part, the First part were **assigned** Industrial Estate Unit bearing No. 205 A, situated on Second Floor, in Industrial Estate Building bearing No. A2 known as "GUPTA", admeasuring 519 sq. ft. carpet area or thereabouts situated on said MIDC Plot No. 22 in the Ambernath Industrial Area, Ambernath MIDC, Within the village limits of Chikhloh, Taluka and Registration Sub- District Kalyan, District and Registration District Thane (hereinafter for the sake of brevity referred to as the "**Said Premises**") to the Party of Second Part and the said **AGREEMENT FOR ASSIGNMENT** is duly registered with the office of the Sub-Registrar of assurances **Ulhasnagar - 3** vide its serial No.

  
Signature of the Assignor

  
Signature of the Assignee

UHN-3/2964/2017, on 24/03/2017, hereinafter for the sake of brevity referred to as the "Principal Deed".

AND WHEREAS certain errors and inaccuracies have crept up in the said principal deed due to inadvertence which requires to be corrected in the following manner:

- a) In the said Principal Deed it is wrongly mentioned on page no. 1 that the execution Date of the said principal Deed is 24<sup>th</sup> March, Two Thousand And Sixteen.
- b) However the Said Principal Deed is executed and registered on 24<sup>th</sup> March, Two Thousand And Seventeen with the office of the Sub-Registrar of Assurances Ambernath and same should be corrected in the principal deed at all places and everywhere.
- a) NOW, by this Deed of Correction, all the parties hereby rectify the above mistakes and present and executed this Correction Deed and keeping the terms and condition of said Principal Deed as very same binding on all parties.

THAT, henceforth all the parties do hereby confirm, acknowledge and accept the said Principal Deed with all the provisions and conditions mentioned therein registered with the Sub Registrar of Assurances Ambernath executed between the party of First Part and the party of Second part herein.



उहन-३	
दस्ता. ५६०८/२०१७	
४	२८

*VH Anshu*  
Signature of the Assignor

2

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and have affixed their seal the day and year first hereinabove written.

SIGNED, SEALED AND DELIVERED BY WITHIN NAMED

ASSIGNOR/COMPANY	PHOTO	SIGN
EMPIRE INDUSTRIES LIMITED through its Authorised Signatory MR. ANOOP BHARGAVA / MS. VISHAKHA PUROHIT		<i>VH Anshu</i>

ASSIGNEE	PHOTO	SIGN
MR. AZADNATH LALMAH TIWARI the proprietor of M/S. JANATA ART PRINTERS		<i>Azadnath Tiwari</i>

WITNESS	PHOTO	SIGN
1. Aradhish Vasant Falke		<i>Aradhish</i>
2. Sanjay Mahsu Dhotre		<i>Sanjay</i>

उहन-३	
दस्ता. ५६०८/२०१७	
५	२८

*Azadnath*  
Signature of the Assignee

*VH Anshu*  
Signature of the Assignor

*Azadnath Tiwari*  
Signature of the Assignee

3

## घोषणापत्र/शपथपत्र

खालील सही करणार असे घोषित करतो की, सदर नोंदणीचा दस्त नोंदविण्यापूर्वी आमची जबाबदारी नुसार आम्ही दस्तातील मिळकतीचे मालक / वारस/हक्क हितसंबंधीत व्यक्ती यांची मालकी (Title) तसेच मिळकतीचे मालकाने नमुद दिलेल्या कुलमुखत्यारधारक (P.A. Holdes) लिहून देणार हे ह्यात आहेत व कुलमुखत्यारपत्र अद्यापही रद्द झालेले नाही. आजही सदरचे मुखत्यारपत्र अस्तित्वात आहे याची आम्ही सात्री देत आहोत. तसेच मिळकतीचे इतर हक्क, कर्ज, बँक बोजे, विकरान बोजे व मुखत्यारधारकांनी केलेले व्यवहाराच्या अधिन राहून आम्ही आमचा आर्थिक व्यवहार पुर्ण केला आहे.

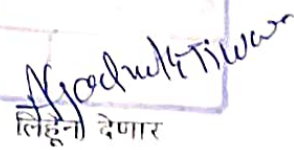
त्यामुळे नोंदणीसाठी सादर केलेल्या दस्तऐवजामधील मिळकत ही फसवणुकीद्वारे दुबार किती होत नाही. याचा आम्ही अभिलेख शोध घेतलेला आहे. दस्तातील लिहून देणार/मुखत्यारधारक हे सरे असून याची आम्ही स्वतः सात्री करून या दस्तासोबत दोन ओळखीचे इम स्वक्षरीसाठी घेऊन आलो. पुर्ण व्यवहार करतेवेळी पुरावा कायदानुसार दस्तावर साक्षीदार यांच्या स्वाक्ष्या घेण्यात आल्या. तसेच या दस्तासोबत जोडण्यात आलेले पुरक कागदपत्रे हे सरे आहेत. तसचे मिळकतीचा हस्तांतरणाबाबत कोणत्याही मा. न्यायालयाची अथवा शासनाचा मनाई हुकुम नाही. याचीही सात्री देत आहोत. या बाबी आमचे कायदेशीर सल्लागार/वकील यांना दाखवून त्यांच्या सल्ल्यानुसार आपल्या कार्यालयात दस्तऐवज नोंदणीसाठी सादर करण्यात येत आहे.

मिळकतीची मालकी तपासणे/ठरविणेसाठी राक्षम तलाठी व भुमी अभिलेख कार्यालय व मा. न्यायालय यांना अधिकार आहेत. त्यामुळे नोंदणी कायदा १९०८ चे कलम ४४ व वेळोवेळी मा. उच्च न्यायालयाने दिलेल्या निर्णयानुसार दस्तामधील मिळकतीचे मालक/मुखत्यारधारक, सरेपणा ठरविणे व दस्तातील वैधता तपासणे हे नोंदणी अधिकारी यांची जबाबदारी नाही आम्ही आमहाला जाणीव आहे.

तरी मिळकतीविषयी सध्या होत असलेली फसवणुक व त्या अनुषंगाने पोलिस चौकीत दाखल होत असलेले गुन्हे हे माझ्या दस्तातील मिळकतीविषयी होणार नाही म्हणून आम्ही घोषणापत्र/शपथपत्र लिहून देत आहोत. भविष्यात मी नोंदविण्यात आलेल्या व्यवहारात मुद्रांक कायदानुसार मुद्रांक कमी लावल्यास अथवा नोंदणी कायदानुसार कोणताही कायदेशीर प्रश्न उद्भवल्यास मी स्वतः व त्यातील सर्व निष्पादक जबाबदार राहणार आहोत. तसेच भा.द. संहिता १८६० मधील नमुद असलेल्या शिक्षेस पात्र राहणार आहोत. याची मला/आम्हाला पुर्ण जाणीव आहे. त्यामुळे हे घोषणापत्र/शपथपत्र दस्ताचा भाग म्हणून जोडत आहोत.

  
लिहून देणार

उद्दिष्ट - ३	
दस्ता क्र ५६०९/२०१०	
२३	२८

  
लिहून देणार



24/03/2017

सूची क्र.2

दुपयम निबंधक : सह ड.नि.उल्हासनगर 3

दस्त क्रमांक : 2964/2017

नोंदणी :

Regn:63m

गावाचे नाव : 1) चिखलोली

(1) विलेखाचा प्रकार	भाडेपट्ट्याचे हस्तांतरणपत्र
(2) मोबदला	2088000
(3) बाजारभाव(भाडेपट्ट्याच्या वाढतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	1729500
(4) भू-मापन,पोटहिस्ता व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:अंबरनाथ इतर वर्णन : , इतर माहिती: , इतर माहिती: इस्टेट युनिट नं. 205 ए,बिल्डिंग नं. ए 2,गुमा,दुसरा मजला,एम. आय. डी. सी.,प्लॉट नं. 22,अंबरनाथ इंडस्ट्रियल एरिया,मौजे चिखलोली,ता. अंबरनाथ,जि. ठाणे,क्षेत्र 519 चौ. फुट कारपेट. ( ( Plot Number : MIDC Plot No. 1 ; ) )
(5) क्षेत्रफळ	1) 519 चौ.फुट
(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:-भे. जनता वार्ट प्रिंटेड तर्फे प्रोप्रा अजादनाथ लालमन तिवारी वय:-68; पत्ता:-प्लॉट नं. डी-५, माळा नं. -, इमारतीचे नाव: नाताल इस्टेट, एत. जे. डी.सी. कॅम्पल्ड, ब्लॉक नं. कमानी ऑईल मिलच्या जवळ, चांदिवली रोड, रोड नं. साकीनाका, मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:-400072 पॅन नं:-ABYPT9101A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-एम्पायर इंडस्ट्रिज लिमिटेड,तर्फे अधिकृत स्वाक्षरी कर्ता विशाखा पुरोहित तर्फे कु. सु. धारक पराग एस चगळ वय:-54; पत्ता:-414, -, एम्पायर कॉम्प्लेक्स, तेनापती बापट मार्ग, लोअर परेल, डेव्हील्डे रोड, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400013 पॅन नं:-AAACE2757R
(9) दस्तऐवज करून दिल्याचा दिनांक	24/03/2017
(10) दस्त नोंदणी केल्याचा दिनांक	24/03/2017
(11) अनुक्रमांक, खंड व पृष्ठ	2964/2017
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	84000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	21000
(14) शेर	



सुदयम निबंधक कार्यालय  
उल्हासनगर ३

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

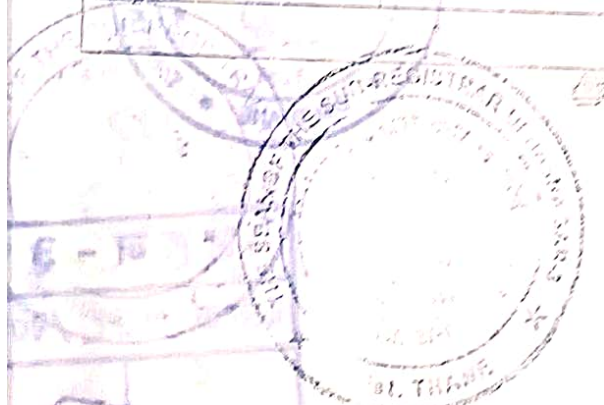
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(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.

उ ह न - ३	
दस्त क्र. ५६७६ / २०१७	
७	२८

Hot Payment Successful. Your Payment Confirmation Number is 86658484

GRN NUMBER		MIS Form No. 100/2016		Form No.		Date	
MI900033450291617P		NARAYAN		100/2016		10/03/16	
Department		IGR		Receipt Type			
IGR		RE		Receipt Details			
Office Name		IGR 130- ULHS ULHASNAGAR 3 JT SUB REGISTRAR		Receipt No. (10001-AAA020707)			
Period		From : 02/04/2016 To : 31/03/2016		Applicable Full Name			
Year				BANK OF INDIA			
Object		Amount in Rs.		Flat/Block No. / Plot No. / 22			
0030046401-75		500.00		Remarks (If Any) :			
0030063301-70		500.00		Remarks (If Any) :			
		0.00		Remarks (If Any) :			
		0.00		Remarks (If Any) :			
		0.00		Remarks (If Any) :			
		0.00		Remarks (If Any) :			
		0.00		Remarks (If Any) :			
		0.00		Remarks (If Any) :			
Total		1000.00		Amount in words Only			
Payment Details: IDBI Net Banking		Payment ID : 86658484		FOR USE IN RECEIVING BANK			
Cheque/DD Details:		Cheque/DD No.		Bank CIN No : 69101332016040250702			
Name of Bank		IDBI BANK		Date : 02-04-2016			
Name of Branch				Bank-Branch			
				Serial No.			



उपलब्ध - ३  
 ११०६०६० / १०१६  
 १ ११

उपलब्ध - ३  
 ११०६०६० / १०१६  
 १० २८



12/04/2016  
Tuesday, April 12, 2016  
6:16 PM

Original/Duplicate  
नोंदणी क्र. 209  
REGN.30M

नोंदणी क्र.: 5061 दिनांक: 12/04/2016

नोंदणी क्र. 5061  
नोंदणी क्र. 5061  
नोंदणी क्र. 5061  
नोंदणी क्र. 5061

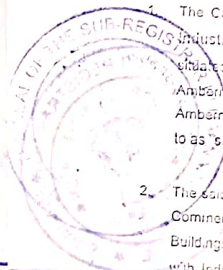
आपणाम मूक दात, विवेका वि. मू. 2 अंशने  
6:34 PM वा केलेस मिनि.

Sub Registrar  
नोंदणी क्र. 5061

नोंदणी क्र. 5061  
नोंदणी क्र. 5061

- 1) देनावावा क्रमांक: eSBTR/Simple Receipt रकम: ₹. 500/-  
नोंदणी क्र. 5061 ऑर्डर क्रमांक: MH000033450001017R दिनांक: 02/04/2016
- 2) देनावावा क्रमांक: By Cash रकम: ₹ 240/-
- नोंदणी क्र. 5061
- 1) Fee Adjustment : Fee Adjustment (yachada training) code added for keeping track of adjusted fees

MHP Master



उहल-हल-३  
दस्ता क्र. ५६०६/२०१६  
६-१०

**SPECIFIC POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME I, MS. VISHAKHA HASMUKH Purohit, Constituted Attorney of EMPIRE INDUSTRIES LIMITED, a Company duly incorporated and registered under the Companies Act, 1913, and having its office at Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, SEND GREETINGS:

**Definition:**

1. Executed Documents  
"Executed Documents" means all those documents which are executed (signed) by Ms. Vishakha Hasamukh Purohit, Constituted Attorney of EMPIRE INDUSTRIES LIMITED ("The Company"), on behalf of the Company, in relation to the below mentioned project with regard to giving on lease to the prospective Assignee the components i.e. Industrial Estate Buildings (IEB) with Estate Units, Industrial Support Services Buildings (ISSB) with Industrial Support Services Units (ISSU), Residential Building (RB) with Residential Units (RU), Commercial Buildings (CB) with Commercial Units, Infrastructure, Utilities etc. to be set up by the Company in the below mentioned Flatted Industrial Township. Such executed documents include Agreement for Assignment / Lease Deed / Deed of Cancellation / Deed of Rectification / Surrender of Lease, Tripartite Agreement, Chauthpartite Agreement (Four Partite Agreement) and / or any other deeds and / or documents as may be necessary and/or incidental thereto, etc. as the case may be.

**WHEREAS:**

1. The Company is selling up a Flatted Industrial Township Industrial Centrum, (hereinafter referred to as "Flatted Industrial Township") situated, lying and being at the MIDC Plot, being Plot No. 220 in Ambarnath Industrial Area, within the Village Limits of Chantoli, Taluka Ambarnath, District Thane, measuring 1.41,402 Sq. Mts. (hereinafter referred to as "said Property").

2. The said property which comprises of Industrial Complex, Residential Buildings (IEB) with Estate Units, Industrial Support Services Buildings (ISSB) with Industrial Support Services Units (ISSU), Residential Buildings (RB) with Residential Units (RU), Commercial buildings (CB) with Commercial Units, Infrastructure, Utilities etc. The aforesaid Industrial Complex is known as "Empire Industrial Complex" & Commercial Complex is known as "Magadia Commercial Complex".

3. The aforesaid components i.e. the said Industrial Estate Buildings (IEB) with Estate Units, Industrial Support Services Buildings (ISSB) with Industrial Support Services Units (ISSU), Residential Building (RB) with Residential Units (RU), Commercial buildings (CB) with Commercial Units, Infrastructure, Utilities etc. are to be set up by the Company in the below mentioned Flatted Industrial Township.

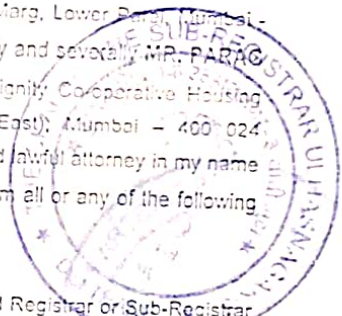
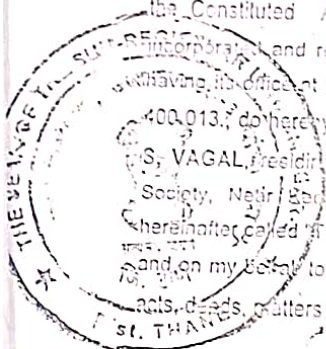
Signature of Executor

Signature of Constituted Attorney

... Units and buildings (all) with Commercial Units, in the Empire Industrial Centre are being given on lease basis to the prospective Assignee vide documents such as Agreement for Assignment and such other documents may be further needed to executed and registered such as Lease Deed, Deed of Cancellation, Deed of Rectification, Surrender of Lease, Tripartite Agreement, Quadruplet Agreement (i.e. Four Partite Agreement) and all other documents incidental thereto

4. In view of the above, I, as such Constituted Attorney of the Company and in my personal capacity have to execute / executed documents, deeds, declarations, writings, undertakings etc. which are of registrable in nature;
5. In view of my official pre-occupation, I am unable to present myself before the concerned Sub-Registrar of Assurances and/or such other registering authorities to lodge and admit execution of all such documents executed by me either in my official capacity or in my personal capacity as aforesaid;
6. I therefore, propose to appoint, nominate and constitute jointly and severally **MR. PARAG S. VAGAL**, an adult, Indian inhabitant, residing at Building No. 12, Flat No. 420, Dignity Co-operative Housing Society, Near Kedarnath Mandir, Nehru Nagar, Kurla (East), Mumbai - 400 024 to be my true and lawful attorney's to lodge and admit execution before the concerned registering officials all such deeds, documents, writings, undertakings etc. executed to be executed by me as aforesaid;

NOW KNOW YOU ALL AND THESE PRESNETS WITNESSETH that, I, **MS. VISHAKHA HASMUKH PUROHIT** in my individual and personal capacity and also in my capacity as the Constituted Attorney of "EMPIRE INDUSTRIES LIMITED", a company duly incorporated and registered under the provisions of Indian Companies Act, 1913, and having its office at Empire Complex, 414, Senapati Bapat Marg, Lower Park, Mumbai - 400 013, do hereby, constitute, nominate and appoint jointly and severally **MR. PARAG S. VAGAL** residing at Building No. 12, Flat No. 420, Dignity Co-operative Housing Society, Near Kedarnath Mandir, Nehru Nagar, Kurla (East), Mumbai - 400 024 hereinafter called "THE SAID ATTORNEY" to be my true and lawful attorney in my name and on my behalf to jointly and severally execute and perform all or any of the following acts, deeds, matters and things that is to say :



1. To appear for and on my behalf before the concerned Registrar or Sub-Registrar of Assurances, Ambernath or in such other place where such registering officers are located within the Union of India or before the other Officers to present and lodge for registration all the executed documents i.e. such deeds, documents and writings, executed by me in official capacity and for acknowledging and admitting the execution done by me in my official capacity in my name and on my behalf of all such documents.

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2. To sign all such memoranda and endorsements on such documents so executed by me and to take all necessary steps to properly register and complete all registration formalities of all such documents executed by me as aforesaid in accordance with law.

VH  
 Signature of Executant

[Signature]  
 Signature of Constituted Attorney

- To do all such acts, matters, deeds and things as shall be necessary or expedient for effecting and completing the registration formalities thereof as required in or before of such concerned registering authorities.
- To pay for all charges and most all expenses in or in connection with the registration formalities of all such documents and obtaining and retaining copies of such documents, including a list in respect thereof from the concerned registering officials.
- To receive back from the registrar original copies of the said documents as the same may be as required, from the said registrar.

I do hereby affirm, and confirm that all acts, deeds and things done by the said attorney and as aforesaid to have been acts, deeds and things done by me and I undertake to fully and conform all and whatsoever shall be done shall do or purport to do or cause to be done by virtue of this instrument.

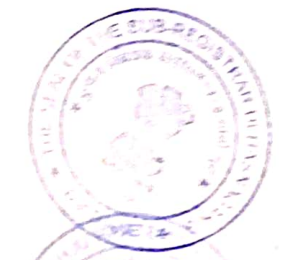
IN WITNESS WHEREOF, I, MS. VISHAKHA HADMUKH PURCHIT, Attorney of EMPIRE INDUSTRIES LIMITED have hereunto set of my hand at Ambari, Distt. Warananagar this Power of Attorney on this 14th day of June 2019.

EXECUTANT'S PHOTO	
MS. VISHAKHA HADMUKH PURCHIT, Constituted Attorney of EMPIRE INDUSTRIES LIMITED	EMPIRE INDUSTRIES LIMITED

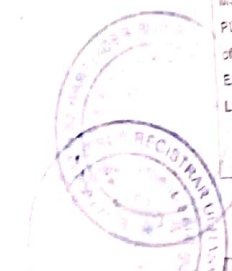
CONSTITUTED ATTORNEY'S PHOTO	
MR. PARAG S. VADAL	



उहल - ३  
दिनांक 14/06/2019  
१४/६



उहल - ३  
दिनांक 14/06/2019  
१४/६



उहल - ३  
दिनांक 14/06/2019  
१४/६

*[Signature]*  
Signature of Executant

*[Signature]*  
Signature of Constituted

*[Signature]*  
Signature of Director

*[Signature]*  
Signature of Constituted Attorney

Sanjay S. Bhat		<i>[Signature]</i>
Sanjay V. Bhat		<i>[Signature]</i>



Empire Industries Limited

January 28, 2016

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT ITS MEETING HELD AT THE REGISTERED OFFICE OF THE COMPANY ON JANUARY 28, 2016 CURSED UNDER SECTION 21 OF THE COMPANIES ACT, 2013

**AUTHORITY TO M.S. VISHAKHA PUROHIT - EMPIRE INDUSTRIAL CENTRUM**

The Chairman informed the Board that in connection with the operation of "EMPIRE INDUSTRIAL CENTRUM" project situated at MIDC Plot No. 22, 22R, 22C in Ambemath Industrial Area, Ambemath MIDC, Village Chikholi, Taluka-Ambemath, District - Thane, Ms. Vishakha Purohit, is to be authorized for signing and submitting various documents on behalf of the Company. After some discussion, the following resolution was passed:

"RESOLVED THAT MS. VISHAKHA PUROHIT, General Manager, Accounts of EMPIRE INDUSTRIES LIMITED ("The Company") is hereby appointed and authorized as a lawful Attorney for signing and submitting on behalf of the Company all Agreements, Deeds, Agreement for Assignment, Lease deeds, Power of Attorney, Tripartite Agreement, Quadrupartite Agreement, Leave & License Agreements, Declarations, Undertakings, Documents, Writings and Papers as may be required to be executed by the Company for its Project "EMPIRE INDUSTRIAL CENTRUM" situated at MIDC Plot No. 22, 22R, 22C in Ambemath Industrial Area, Ambemath MIDC, Village-Chikholi, Taluka-Ambemath, District - Thane and to admit the execution of the aforesaid documents representing and appearing before the Registrar or Sub-Registrar, Assurances, Ambemath or such other Statutory Authorities."

"RESOLVED FURTHER THAT the Common Seal of the Company be affixed to the documents, if necessary, in the presence of any of the two Directors of the Company, viz. Mr. S. C. Malhotra and Mr. Rajiv Malhotra and the same be countersigned by Mr. S. K. Gulati, Director-Finance & Company Secretary."

"RESOLVED FURTHER THAT a copy of the aforesaid resolution, be furnished to the appropriate authorities as may be considered necessary and they be requested to do the same."

S. C. MALHOTRA  
Chairman  
DIN: 00274798



S. K. GULATI  
Director-Finance & Company Secretary  
No. A2224

CIN: 11710010  
Regd. Office: Empire Complex, 111, Seeta  
Lower Park, Mumbai  
Tel: 40555157

उहज - ३  
4666/2098  
१६ २८

उहज - ३  
4666/2098  
१६ / २८

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संख्या सं. 12 एमि 2016 अ. 16 अ. १६

उहज - ३

पत्र सं.  
दिनांक: 28/01/2016

दस्तावेजांक: उहज 14097/2016

बाजार शुल्क: ₹ 01/-

बरोवरी शुल्क: ₹ 500/-

नोटरी ची मारची आवश्यकता नाही.

1) Fee Adjustment : Fee Adjustment (उहज 2016 अ. 16 अ. १६) कोल वॉलड फॉर कूपिंग टॉक ऑफ अडजस्टेड फीस

डु. नि. सह. डु. नि. उहज १३ बांधे कारणीयार	पत्र सं. 5801	पत्र सं. दिनांक: 12/04/2016
अ. अ. 4097 पर नि. 12-04-2016		कारण ह्याबाबतचे बांधू. एम्पायर इन्डस्ट्रिज लिमिटेड यांचे अर्ज वृत्त
रोजी सं 13 म. न. पा. हार केला.		संवा. व. म. विभागात बुकचुम पुढे दिले
	नोटरी ची	₹. 500.00
	बरोवरी शुल्क	₹. 240.00
	पत्राची मारच: 12	
	एकूट	₹. 740.00

*M. Purohit*  
दस्तावेजांक करवायाची आहे.

Sub Registrar Ambemath Nagar 3

Sub Registrar Ambemath Nagar 3

दस्तावेजा प्रमाण: तुलासुद्धा स्वरूप  
दस्तावेज शुल्क: (45-80) (अ) ते (ग) येतील उ हार कोलवाराची प्रकरण  
दिनांक: 12/04/2016 05:13:22 PM ची वेळ: (कारणीयार)  
दिनांक: 21/04/2016 05:14:22 PM ची वेळ: (नो)

उहज - ३  
4666/2098  
६ / १९



विशेष निदेश  
 1. ...  
 2. ...  
 3. ...

EMPIRE INDUSTRIES LTD.  
 AUTHORIZED SIGNATORY

विशेष निदेश  
 1. ...  
 2. ...  
 3. ...

भारत सरकार  
 GOVT. OF INDIA

12/04/2016 5:10:14 PM  
 4097/2016

व्यक्ति का नाम: ...  
 पता: ...

क्र.सं.	व्यक्ति का नाम	पता	प्रमाणित	अंगठमका टमा
1	...	...		
2	...	...		

व्यक्ति का नाम: ...  
 पता: ...

व्यक्ति का नाम: ...  
 पता: ...

क्र.सं.	व्यक्ति का नाम	पता	प्रमाणित	अंगठमका टमा
1	...	...		
2	...	...		

उहल - ३  
 वरत क्र. 2006/2095  
 C/93

भारत सरकार  
 GOVT. OF INDIA

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 GOVT. OF INDIA

12/04/2016 05:15:24 PM  
 12/04/2016 05:16:43 PM

उहल - ३  
 वरत क्र. 2006/2095  
 99 95

THE SUB-REGISTRAR  
 DIST. THANE

EPayment Details.  
 Epayment Number  
 MH000033450201617R

Deplacement Number  
 000016450+201617

THE SUB-REGISTRAR  
 DIST. THANE

उहल - ३  
 वरत क्र. 2006/2095  
 96 20 20 20

PERMANENT ACCOUNT NUMBER  
**ABYPT9101A**

NAME  
**AZADNATH LALMAN TIWARI**

पिता का नाम / FATHER'S NAME  
**LALMAN SHIVMURAT TIWARI**

जन्म तिथि / DATE OF BIRTH  
**13-01-1948**

SIGNATURE

DIRECTOR OF INCOME TAX SYSTEMS

*Aganutha J...*

PARAG S VAGAL  
 S G VAGAL  
 21/06/1983  
 Permanent Account Number  
**ABOPV2872L**

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT OF INDIA

**SANJAY MAHSU DHOTRE**

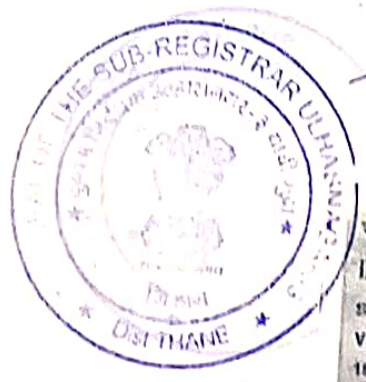
**MAHSU GULAB DHOTRE**

03/08/1988

Permanent Account Number  
**CGCPD7187B**

SIGNATURE

*S...*



38 न - 3  
 22 | 26

आयकर विभाग  
 INCOME TAX DEPARTMENT

भारत सरकार  
 GOVT OF INDIA

**SATISH VASANT FALKE**

**VASANT LAXMAN FALKE**

18/06/1983

Permanent Account Number  
**ABFPF5778G**

SIGNATURE

*S...*

गुन्वार, 01 जून 2017 5:03 म.नं.

दस्त गोपवारा भाग-1

उहन3

दस्त क्रमांक. 5679/2017

दस्त क्रमांक: उहन3 /5679/2017

वाजार मूल्य: रु. 01/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु. 500/-

नोंदणी फी माफी असल्यास तपशिल :-

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

दु. नि. सह. दु. नि. उहन3 यांचे कार्यालयात

पावनी: 7707

पावनी दिनांक: 01/06/2017

अ. क्र. 5679 वर दि. 01-06-2017

मादरकरणायाचे नाव: एम्पायर इंडस्ट्रिज लिमिटेड तर्फे  
अधिकृत स्वाक्षरी कर्ता विशाखा पुरोहित तर्फे कु. मु. धारक  
पराग एस वगळ

गेजी 4:56 म.नं. वा. हजर केला.

दस्त हजर करणाऱ्याची सही:

नोंदणी फी रु. 500.00

दस्त हाताळणी फी रु. 560.00

पृष्ठांची संख्या: 28

एकूण: 1060.00

Sub Registrar Ulhasnagar 3

Sub Registrar Ulhasnagar 3

दस्ताचा प्रकार: 65-चुक दुरुस्ती पत्र

मुद्रांक शुल्क: \*दुरुस्ती विधानपत्र

शिक्रा क्रं. 1 01 / 06 / 2017 04 : 56 : 31 PM ची वेळ: (मादरीकरण)

शिक्रा क्रं. 2 01 / 06 / 2017 04 : 57 : 53 PM ची वेळ: (फी)

उहन - ३	
दस्त क्र. ५७९/२०१७	
२५	२५





01/05/2017 5:02:41 PM

टर्मिन रीपयर्स भाग-2

उद्योग  
टर्मिन क्रमांक: 5679/2017

टर्मिन क्रमांक: उद्योग 5679/2017  
टर्मिन भाग प्रकार: 55-यू.कू. दृश्यी पत्र

क्रम क्र.	पत्रकारांचे नाव व पत्ता	पत्रकाराचा प्रकार	व्याप्तिक	अंगठ्याचा दृश
1	नाम: राधाधर दहिवर लिमिटेड नॉन अफिलिएट स्वाक्षरी कलर्स विसाखा पुरविले नॉन व्. डी. धारक पत्रास एक कपाळ पत्ता: फ्लॉट नं. 111, भागा नं. - दहिवर नॉन राधाधर वॉमप्लेक्स बॉम्बे नं. मलबारी बॉम्बे मार्ग रोड नं. वसंत पंगव, महाराष्ट्र मुम्बई पिन नं. 400027	लिडन देणा वय: 54 स्वाक्षरी		
2	नाम: डॉ. जयराज अडे लिमिटेड नॉन शीमा, आवादात्मक खालकर लिबरी पत्ता: फ्लॉट नं. 41-4, भागा नं. - दहिवर नॉन नालाय फ्लॉट, एम. डी. विसाखा कॅम्पस, बॉम्बे नं. बामणी अँडल मिनच्या जवळ, रोड नं. बलिवर्डी रोड, मलबारी बॉम्बे, महाराष्ट्र मुम्बई पिन नं. 400014	लिडन देणा वय: 59 स्वाक्षरी		

दर्शक टर्मिन देण करण देणा वयावरील 55-यू.कू. दृश्यी पत्र का टर्मिन पत्र देण टिप्पणे देण करण.  
शिक्का क्र.3 ची वेळ: 01 / 05 / 2017 04 : 59 : 33 PM

ब्रीफिंग:-

स्वाक्षरी देण असे लिब्रेरी करण की ने टर्मिन देण वयावरील अर्जात: आवादात्मक, व नवीन आवादा देण देण

क्रम क्र.	पत्रकारांचे नाव व पत्ता	पत्रकाराचा प्रकार	व्याप्तिक	अंगठ्याचा दृश
1	नाम: सर्वोच्च मू. धोत्रे वय: 29 पत्ता: फ्लॉट नं. 201, सर्वोच्च लिमिटेड, बांदुरवा बाडी, माळवडी रोड, वॉटिवर्डी पुरे पिन कोड: 421201	स्वाक्षरी		
2	नाम: सर्वोच्च वसंत फाटक वय: 35 पत्ता: वॉटिवर्डी, लिमिटेड नं. 18 वया पाटीमाले, बोगरी बॉम्बे, ठाणे पुरे पिन कोड: 400603	स्वाक्षरी		

शिक्का क्र.4 ची वेळ: 01 / 05 / 2017 05 : 00 : 52 PM

शिक्का क्र.4 ची वेळ: 01 / 05 / 2017 05 : 01 : 15 PM नॉटणी नुम्बर 1 मध्ये

Sub Registrar Uthasraagar 3

EPayment Details.

iSarita v1.5.0

**उद्योग - 3**

करा. क्र. 5679/2017

२०

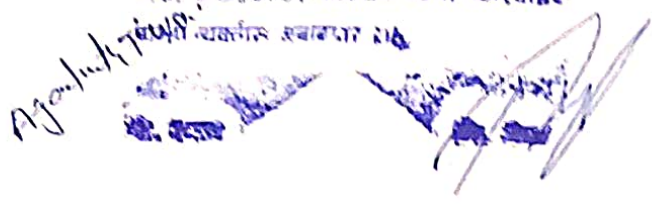




Summary-2 (दस्त गोबारा भाग - २ )

Sr. Epayment Number Defacement Number  
 1 MH001751002201718R 0001124596201718

- आपका नयात घन कः नः.  
 नयात घन नः नः नः नः nstantants  
 1 Verify Scanned Document for correctness through software (File) printout after scanning  
 2 Get print immediately after registration  
 For any further information please contact us at feedback.isarita@gmail.com

Agenda 17/09/19  




उहन - ३  
 दस्त कः ५६५५२०१७  
 २५ २५

प्रमाणित करवात घने की, या  
 वरुणदेवले राधी एकुम २५ घाने आहेत.  
 ५६५५२  
 दिनांक १/६/२०१७  
 सिंह दुर्यम जिपडाक वर्ग-२, उदुसिनगर कः ३



24/03/2017

नूची क्र.2

मुद्रांक निबंधक मह. पु. नि. अहमदाबाद 3

रज. क्रमांक - 2964/2017

मौजमी

Regn:63m

## सादाचे नदर : 1) दिवशीली

(1) विलेखाचा प्रकार	माहे पदव्याचे इच्छांतरापत्र
(2) मूलदर	2088000
(3) वाचाराभाव (माहे पदव्याच्या वाचाराचे पदव्याकरी आकारणी वेळी जी पदव्याचे वेळी द्यावे)	1729500
(4) मूल्यांकन, रोटेशन व अंतराळ (अवकाश)	1) सातशेचे माहे अवरज्य इतर वर्गक .. इतर माहिती .. इतर माहिती इन्स्ट्रुमेंट नं. 205 मुद्रांकित नं. 2 मुद्रांक मुद्रांक मंडळाच्या आच ही जी. प्लॉट नं. 22 अवरज्य इन्स्ट्रुमेंट मुद्रांक नोंद दिवशीली, 2017 अवरज्य जि. कामे क्षेत्र 519 जी. प्लॉट नं. 1 (Plot Number - MIDC Plot No. 1 ; ) )
(5) क्षेत्र नदर	1) 519 जी. प्लॉट
(6) आकारणी किंवा सुटी देण्यात असेल किंवा.	
(7) इच्छांतर करत देणाऱ्या/प्राप्तित्तक देणाऱ्या मंडळाचे नाव किंवा किंवाणी मंडळाचा/ इच्छांतरणा किंवा अर्थात अंतराळ प्रतिवादिचे नाव व पत्ता.	1) माहे. जे. वसंत अर्ध विलेखी तसे श्रेष्ठ आच अवरज्य कायदा किंवाणी क्षेत्र -68, पत्ता - प्लॉट नं. 519, माडा नं. . इतरांचे माहे. कायदा इन्स्ट्रु. नं. 205 इच्छांतरणा क्षेत्र, कामे जी. वसंत अर्ध विलेखी तसे, प्लॉट नं. 22 अवरज्य इन्स्ट्रुमेंट मुद्रांक नोंद दिवशीली, 2017 अवरज्य जि. कामे क्षेत्र 519 जी. प्लॉट नं. 1 (Plot Number - MIDC Plot No. 1 ; ) )
(8) इच्छांतर करत देणाऱ्या मंडळाचे व किंवा किंवाणी मंडळाचा इच्छांतरणा किंवा अर्थात अंतराळ प्रतिवादिचे नाव व पत्ता	1) माहे. मंगलचंद्र इच्छांतरणा प्रतिवादि तसे अविश्व मंडळाची विलेखा मुद्रांकित तसे कु. पु. कायदा नं. 2 मुद्रांक मुद्रांक नं. 54 पत्ता - 414, . इच्छांतरणा कामे क्षेत्र, किंवाणी क्षेत्र माहे. विलेखी तसे, इच्छांतरणा, MAHARASHTRA, MUMBAI, Non-Government, प्लॉट नं. 410013 प्लॉट नं. -AAAOE276TR
(9) इच्छांतर करत देणाऱ्या दिनांक	24/03/2017
(10) इच्छांतरणा देणाऱ्या दिनांक	24/03/2017
(11) अंतराळ, खंड व वृत्त	2964/2017
(12) वाचाराभावामधी मुद्रांक शुल्क	84000
(13) वाचाराभावामधी रोटेशन शुल्क	21000
(14) योग	



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मुद्रांक निबंधक मह. पु. नि. अहमदाबाद 3  
२९६४/२०१७

मुद्रांकनामाची विवादात विलेखात  
वर्गीकरण :-

मुद्रांक शुल्क आकारणाचा निवडणेचा  
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.



Friday, March 24, 2017  
5:28 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39M

Regn.: 39M

पावती क्र.: 4114 दिनांक: 24/03/2017

पावाचे नाव: चिखलोली

स्तऐवजाचा अनुक्रमांक: उहन3-2964-2017

स्तऐवजाचा प्रकार: भाडेपट्ट्याचे हस्तांतरणपत्र

गार करणाऱ्याचे नाव: एम्पायर इंडस्ट्रिज लिमिटेड तर्फे अधिकृत स्वाक्षरी कर्ता विशाखा  
जुरोहित तर्फे कु. सु. धारक पराग एस वगळ

नोंदणी फी रु. 21000.00

दस्त हाताळणी फी रु. 1560.00

पृष्ठांची संख्या: 78

एकूण: रु. 22560.00

पापणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे  
५:45 PM ह्या वेळेस मिळेल.

Sub Registrar Uhasnagar 3

उत्तर पुणे जिल्हा नोंदणी कार्यालय - ३

उल्हासनगर क. ३

गजार मुल्य: रु. 1729500 /-

गेबदला रु. 2088000/-

रलेले मुद्रांक शुल्क : रु. 84000/-

) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 21000/-

वडी/धनादेश/पे ऑर्डर क्रमांक: MH009017627201617R दिनांक: 04/03/2017

केचे नाव व पत्ता: IDBI

) देयकाचा प्रकार: By Cash रक्कम: रु 1560/-

नोंदणी फी माफी असल्यास तपशिल :-

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

17/3/17



**CHALLAN**  
MTR Form Number - 6

GRN NUMBER	MH1009017627201617R	BARCODE	Form ID :	Date: 04-03-2017
Department	IGR	Payee Details		
Receipt Type	RM	Dept. ID (If Any)		
Office Name	IGR130- ULHIS ULHASNAGAR 3 JT SUB REGISTRAR	Location	PAN No. (If Applicable)	PAN-ABYPT9101A
Year	Period: From : 01/03/2017 To : 31/03/2017	Full Name Janata Art Printers		
Object	Amount in Rs.	Flat/Block No.	Unit No	205A Bldg No A2
0030046401-75	84000.00 ✓	Premises/ Bldg	Gupta	
0030063301-70	21000.00	Road Street, Area Locality	MIDC Plot No 22 Industrial Area	
	0.00 ✓	Town/ City/ District	Chikhlioli	
	0.00	PIN	4 2 1 5 0 5	
	0.00	Remarks (If Any) :		
	0.00			
	0.00			
	0.00			
	0.00			
	0.00			
Total	105000.00	Amount in words	Rupees	
Payment Details:IDBI NetBanking		FOR USE IN RECEIVING BANK		
Payment ID : 116230467		Bank CIN No : 69103332017030450247		
Cheque- DD Details:		Date	04-03-2017	
Cheque- DD No.		Bank-Branch	033 Ghatkoper	
Name of Bank	IDBI BANK	Scroll No.		
Name of Branch				

Print



**उ ह न - ३**  
दस्तावेज क्र. २०६७ / २०१७  
3 106  
342017

<http://corp.idbibank.co.in/corp/BANK/...> sessionid=0000R3h8173d... 342017

**iii. MIDC LEASE**

"MIDC LEASE" shall mean vide an Agreement for lease dated 8<sup>th</sup> April, 1964, Indenture of Lease dated 8<sup>th</sup> October 1975 and Deed of Confirmation dated 7<sup>th</sup> July 1976 duly registered with the Sub

*V.H. Mohit*  
Signature of the Assignor

*Ajaychandra...*  
Signature of the Assignee

Registrar of Bombay under Serial No. BOMER 110/1979 dated 10/08/1980 between MDC and Assignor, MDC) demised unto the Assignor the MDC Plot on lease with rights to develop & use period of 99 years on the terms and conditions to be therein contained

v. **MDC PRINCIPAL AGREEMENTS**  
"MDC PRINCIPAL AGREEMENTS" shall mean the Agreement for lease dated 5<sup>th</sup> April 1979 and Deed of Confirmation dated 7<sup>th</sup> July 1979 and Indenture of Lease dated 5<sup>th</sup> October 1979 and Deed of Confirmation dated 7<sup>th</sup> July 1979 on Serial No. BOMER 110/1979 dated 10/08/1980 between MDC and the Assignor.

vi. **PROJECT PLANNED INDUSTRIAL TOWNSHIP (FIT)**  
"Project or Planned Industrial Township" shall mean the Empire Industrial Centre comprising various infrastructures on the said Property viz Industrial Estate Buildings with Estate Units, Industrial Support Services Buildings with Industrial Support Services Units, Residential Buildings with Residential Units, Commercial Buildings with Commercial Units, Infrastructure, Utilities, being developed on the said MDC Plot as envisaged in this Agreement and upon the same being accorded by MDC and other relevant authorities from time to time.

vii. **LAYOUT PLAN**  
"Layout Plan" shall mean Layout of the FIT demarcating the locations of Industrial Area, Residential Area, Commercial Area, Open Space on the said FIT which consists of Industrial Estate Buildings with Estate Units, Industrial Support Services Buildings with Industrial Support Services Units, Residential Buildings with Residential Units, Commercial Buildings with Commercial Units, Infrastructure, Utilities, as sanctioned by MDC on 24<sup>th</sup> December 2013, and as may be amended / revised / altered / modified / substituted by the Assignor from time to time.

viii. **INDUSTRIAL AREA / INDUSTRIAL PLOT**  
"Industrial Area / Industrial Plot" for this Agreement purpose means Plot No. 22 which is a part of MDC Plot 22 and reserved for Industrial use being contiguous land parcel situated 96153.36 square meters or thereabouts, at Ambarnath Industrial Area, MDC, District Maharashtra as allotted to the Assignor herein, more particularly described in the 'Sched 2' hereunder mentioned. Other adjacent Plots of MDC may get added to the 'Said Property' course of time as the case may be.

ix. **EMPIRE INDUSTRIAL HUB / INDUSTRIAL COMPLEX**  
"THE EMPIRE INDUSTRIAL HUB / INDUSTRIAL COMPLEX" is developed on the Industrial Estate Plot which comprises of 12 Industrial Estate Buildings with Industrial Estate Peshwa Residential Club and other Infrastructure and Utilities, if any. The Empire Industrial Complex comprises 12 Industrial Estate Buildings namely - a) Maruwa, b) Gupta, c) Pala, d) Rashid, e) Gauria, f) Chakraborty, g) Mulla, h) Pallava, i) Vijay Nagara, j) Gajapati, k) Maratha, l) Mawal.

x. **INDUSTRIAL ESTATE BUILDINGS**  
"Industrial Estate Buildings" shall mean the RCC Structure, comprising of 500 plus sqft which would house the Industrial Estate Units, to be constructed on the Industrial Plot shown in the Layout Plans annexed herewith.

xi. **INDUSTRIAL ESTATE UNIT**  
"Industrial Estate Unit" shall mean each Unit bearing particular Specifications, which is comprised within each Industrial Estate Buildings as would be constructed, in the Industrial as shown in the Layout Plans annexed herewith.

xii. **INDUSTRIAL SUPPORT SERVICES BUILDINGS**  
"Industrial Support Services Building" shall mean the RCC Structure comprising of 500 plus sqft which would house Industrial Support Services Units to be constructed on the Industrial Plot area as shown in the Layout Plans annexed herewith.

xiii. **INDUSTRIAL SUPPORT SERVICES UNIT**  
"Industrial Support Services Unit" shall mean each Unit bearing particular Specifications, which would be constructed within each Industrial Support Services Building as would be constructed, in the Industrial Plot area, as shown in the Layout Plans annexed herewith.

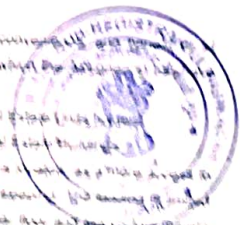
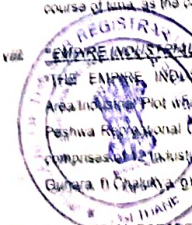
xiv. **COMPLEX INFRASTRUCTURE AND UTILITIES**  
"Complex Infrastructure and Utilities" would be namely, Open Space, Roads, Internal Roads, Pathways, Street Lightings, Fire Water & security as supplied details provided by MDC, etc. as may be provided by Assignor in the Industrial Complex, at its own discretion and as approved by MDC. Channeling of such Infrastructure and Utilities would always vest in the Assignor and in its successive transferees/Assignees as the case may be. Complex Infrastructure & Utilities List is annexed herewith as Annexure 'A'.

"Car Parking" if any, is a part of Complex Infrastructure and Utilities. The above complex infrastructure and utilities are subject to approval from MDC. All such other facilities as the case may be. The entire Complex Infrastructure and Utilities shall be ready only at the time of completion of the project. The Assignor shall not take any steps, whether voluntary or otherwise, to the completion of the project for such place and completion of Complex Infrastructure and Utilities. The Assignor is also aware that some of the Complex Infrastructure and Utilities are being provided from third parties like MDC, water, electricity, etc. The Assignor shall not be responsible for disruption or supply of any infrastructure or the services.

**CAR PARKING SPACE**  
"Car Parking Space" shall mean an area earmarked for car parking which may be used in any or under the use of the covered and other parking spaces.

**EXTERIOR AREAS AND BUILDING FACILITIES**  
The Building Areas shall mean such areas for the general use, maintenance and management of Industrial Estate Units located in the Industrial Estate Buildings as would be defined in the List of Exterior Areas and Building Facilities attached herewith. (a) Terrace area that which are situated externally in any Industrial Estate Building. (b) Pathways in the project area as well as paths like of the Industrial Estate Buildings. (c) Landings in front of stairs in the area in which the services like a lift, etc. are provided in the project area. The services of elevator, escalator, etc. are provided in the project area. The use of services of the Industrial Estate Units in that particular area and other building facilities are subject to terms of access for building which have available in all respective and their values.

The Building Facilities means all the Building facilities for the maintenance and management of Industrial Estate Units located in the Industrial Estate Buildings and building areas and building facilities in the project as the Assignor at the discretion of the Assignor in the project area. The use of services of the Industrial Estate Buildings along with other Assignor in the project area and other building facilities in the Industrial Estate Buildings. (a) RCC Infrastructure and overhead tanks with all pumps of appropriate capacity and other.



*VHR*  
Signature of the Assignor

*VHR*  
Signature of the Assignee

*VHR*  
Signature of the Assignee

- (b) R.C.C. staircase with kadappa tread, R.C.C. pardi with hand-railings,
- (c) Lift
- (d) Fire Fighting System
- (e) Water and Electricity

xxvi. **PESHWA RECREATIONAL CLUB** shall include Table Tennis, Library, gymnasium etc. The facilities are subject to approval from MIDC & all such other authorities as the case may be.

xxvii. **EMPIRE INDUSTRIAL COMPLEX SOCIETY / COMPLEX SOCIETY** shall mean a co-operative society registered, or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960 by Honble Chairmans and Secretanes of five or more Industrial Estate Buildings of Industrial Complex duly registered under the Maharashtra Co-operative Societies Act, 1960 for upkeep and maintenance of the Industrial Complex.


xxviii. **BUILDING SOCIETY** shall mean a co-operative society formed and registered, or deemed to be registered under the Maharashtra Co-operative Societies Act, 1960 by the occupants of the Industrial Estate Buildings.

xix. **CARPET AREA** shall mean the net usable floor area within a building as per DCR of M.I.D.C. excluding the area that is covered by the walls or any other areas specifically exempted from space index computation in these Regulations.

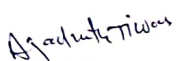
xx. **EMPIRE COMPLEX MANAGEMENT ENTITY/COMPLEX MANAGEMENT ENTITY** means the Complex Society or the Assignor or an Agency/Entity that will be appointed by the Assignor/Complex Society, to Operate and Maintain (O & M) the Industrial Complex, by rendering its Services, under a monthly charge levied on each Assignee in the Industrial Complex.

xxi. **OPERATION AND MAINTENANCE CHARGES (O & M / MAINTENANCE CHARGES)** shall mean such monthly contribution and/or contribution as would be payable by each Assignee in the said Industrial Complex, (including taxes/rates/cess/levies/charges etc) as may be decided by the Complex Management Entity with respect to the area of any of each Assignee, from time to time, towards inter alia the general operation, maintenance, monitoring and ensuring uniformity of the said Industrial Complex Infrastructure, Utilities, Building Areas, Building Facilities and also the said Industrial Estate Units as would be assigned to each such Assignee.

xxii. **POSSESSION**  
"Possession" shall mean possession of the said Units by the Assignor to the Assignee obtaining occupancy certificate from appropriate authorities, receipt in entirety of the Costs mentioned hereunder and all payments and outgoings mentioned herein and after adequate water connection, electricity connection to the said units.

  
Signature of the Assignor

  
Signature of the Assignor

  
Signature of the Assignee

xxiii. **FORCE MAJEURE**

"Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the Assignor 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 Assignor'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 Assignor 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 Assignor, or any event or circumstances or any other cause (whether similar or dissimilar to the foregoing);

**RULES OF CONSTRUCTION:**

- (i) Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include both genders, and references to any "person(s)" shall include without limitation, individuals, bodies corporate, unincorporated associations and partnerships.
- (ii) The words "hereof", "herein" and "hereunder" and words of similar import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.
- (iii) The headings of the several clauses of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision herein.
- (iv) Reference to writing includes printing, typing, lithography and other means of reproducing words in a visible form, including electronic mail (e-mail).

**RECITALS**

**WHEREAS**

The Assignor is developing a Flatted Industrial Township (FIT) on the said property consisting of Industrial Complex, Residential Complex, Commercial Complex as per Common Lay Out by constructing Industrial Estate Buildings with Estate Units', Industrial Support Services Buildings with

REGISTRAR  
MIDC  
Dated: 22/09/2019  
E.T.C.

Industrial Support Services Units, Residential Building with Residential Units, Commercial Units, with Commercial Units, Infrastructure, Utilities, etc. in accordance with the Development Control Rules of MIDC and as per Plans sanctioned and to be constructed by the Assignor and/or Assignees such as Estate Units, Industrial Support Services Units, Residential Units, Commercial Units and other structures to be constructed by the Assignor on the said property. In view to develop and set up Planned Industrial Township, the Assignor has acquired a plot from MIDC, a "MIDC PLOT" as follows:-

**TITLE OF THE SAID PROPERTY**

- By and under an Agreement for lease dated 8<sup>th</sup> April, 1964 made between Garlick & Company Private Limited ("Garlick & Co."), MIDC had granted to Garlick & Co. a piece of land and premises (hereinafter referred to as the "said property") more or less described in the "First Schedule" hereunder written, upon the performance and observance of the obligations and conditions contained in the said agreement for lease.
- By an order dated the 13<sup>th</sup> December 1971 passed by the High Court of Judicature at Bombay in Assignor Petition filed in the year 1971 presented by the said Garlick & Co. it was ordered that with effect from the 1<sup>st</sup> day of January 1972 the whole of the undertaking, business and property of the said Garlick & Co. and all right, powers, authorities and all other proceeds moveable and immovable and rights in or arising out of such property together with investments and all other interests and rights in or arising out of such property be vested in and free from all the estate and interest of the said Garlick & Co. nevertheless to all charges, if any affecting the same.
- It was further ordered under the High Court that all contracts debts, bonds, agreements, investments to which the said Garlick & Co. is a party shall pursuant to the said Section 394 of the Companies Act, 1956 continued to be in force and effect as if instead of the said Co. the Assignor herein had been a party thereto.
- By a certificate of the 1<sup>st</sup> July, 1975 issued by the Assistant Registrar of Companies at Maharashtra pursuant to Section 23(1) of the Companies Act, 1956, it is certified that the Assignor who was originally incorporated under the name the Empire Industries Ltd. having duly passed a necessary resolution in terms of Section 23(1) of the Companies Act, 1956 and the approval of the Central Government having been accorded, the name of the Assignor was on the date of its said certificate changed to its present name, Empire Industries Ltd.
- By a Deed of Indenture of Lease dated 8<sup>th</sup> October 1975 executed by and between MIDC as Lessor of the one part and M/s Empire Industries Ltd. as the Lessee of the other part, MIDC had leased the said property for a period of 99 years to M/s Empire Industries Ltd. and on the terms and conditions contained therein. The said indenture had been duly confirmed vide a Deed of Confirmation dated 7<sup>th</sup> July, 1975 duly registered with the Sub Registrar of Bombay under Serial No. BOM/R/1107/1975, dated 18/08/1975. MIDC and the Assignor, MIDC allotted to the Assignor the said MIDC Plot with right of use and it has covenanted with the Assignor to execute Lease for a period of 99 years in favour of the Assignor on the terms and conditions to be therein contained of Index II of the said Deed of Confirmation is annexed hereto and marked as "Annexure A".

*V.H.*  
Signature of the Assignor

*V.H.*  
Signature of the Assignor

- The Title of the Assignor is sound, free and valid with and without any encumbrance and has been certified as such by the Registrar of Companies by their Certificate of the dated 21<sup>st</sup> April 2014, a copy of which is annexed hereto and marked herewith as Annexure B.
- The Assignor has obtained the following permissions in favour of the Plotter Industrial Township on the said property:-

**APPROVALS & PERMISSIONS**

- Permission for construction of Planned Industrial Township dated 15<sup>th</sup> January 2014**  
The Assignor has obtained permission dated 15<sup>th</sup> January 2014 bearing reference No. MIDC/PICT/2014/1000/1000 for change in activity plan and is favouring the Plotter Township Industrial Estate with 20000 activities as per MIDC Circular No. 192 dated 2<sup>nd</sup> July 2012 for development of Plotter Township Industrial Estate & as per the provisions of MIDC Circular No. 555 dated 2<sup>nd</sup> May 2012 for development of 20000 activities allowing inclusion of 500 Residential and 500 Commercial supporting activities. A copy of the said permission is annexed hereto and marked herewith as Annexure C.  
Vide the said permission MIDC has subdivided the MIDC plot into three parts and designated the subdivided parts as follows:-  
aa) Plot No. 22, measuring 8155 SQM for stated type Industrial Estate Units use ("Industrial Plot");  
bb) Plot No. 22(P), measuring 15500 SQM for Residential use ("Residential Plot");  
cc) Plot No. 22(C), measuring 7070 SQM for Commercial use ("Commercial Plot").
- Approved Layout Plan dated 22<sup>nd</sup> December 2013**  
The Assignor has obtained Approved Layout Plan dated 22<sup>nd</sup> December 2013 certified by Architect, a copy of which is annexed hereto and marked herewith as Annexure D.
- Consent to Establish from Maharashtra Pollution Control Board dated 20<sup>th</sup> November 2014**  
The Assignor has obtained Consent to Establish for PT on the said property from the Maharashtra Pollution Control Board by its Consent No. E.P./MPCB/1000/2014 dated 20<sup>th</sup> November 2014 under Section 26 of Water Prevention and Control Act, 1974 under Section 27 of Air Prevention and Control of Pollution Act, 1974 under Section 21 of Hazardous Waste Management, Handling and Disposal Act, 1989 and Rule 5 of Hazardous Waste Management, Handling and Disposal Act, 1989.
- Environmental Clearance dated 12<sup>th</sup> December 2014**  
The Assignor has obtained an Environmental Clearance dated 12<sup>th</sup> December 2014 bearing No. SEAC-2014/CR-4327/14 for proposed construction of PT on the said property.
- Provisional Fire NCC dated 13<sup>th</sup> February 2015**  
The Assignor has obtained Provisional Fire NCC dated 13<sup>th</sup> February 2015 bearing reference No. MIDC/Fire/578 duly approved by Hon'ble Chief Planner vide EPD No. 2/79055 dated 11<sup>th</sup> December 2012.



20/11/2014  
99 131

*[Signature]*  
Signature of the Assignor



**IV. FUTURE DEVELOPMENT**

At the outset, the Assignor has informed the Assignee and the Assignee is aware and hereby gives his/her/their/its irrevocable consent to the following:

- i. The Assignor is reserving unto themselves exclusive right to develop, further develop and utilize any FSI available now or which may be available in future with respect to the said property on any reason of existing Development Control Rules of MIDC or any Amendment or modification thereto, or as would be granted by MIDC / Competent Authority / Government of Maharashtra and any FSI of any adjoining property or properties which may be permissible to be utilized on the said property, or by use of any TDR, from time to time. The leasehold right / interest / title of the Assignor in the said property including the land-area on which the said Unit would be situated, is non-transferable.
- ii. Any additional land could be allotted by MIDC to the Assignor in due course of time which would get added to the said property and subsequent to which the Assignor may thereupon modify and/or modify the Layout Plans in respect of the said property and the Assignee hereon shall have no objections with regard to the same. Provided the location of the said unit shall not be modified/altered by the Assignor and the access to said Unit/s shall not be interrupted to the Assignor.
- iii. The Assignee has agreed that the Assignor has exclusive and unfettered right to modify/alter/amend the said Lay Out and in the course of such modification/alteration the Assignor may be required to relocate the Internal Road and the locations of the Buildings in the said property and the Assignee shall not raise any objection regards the same, in nature whatsoever.
- iv. The Assignor may relocate the Recreation Ground Area in the said Lay Out of the said property as sanctioned by MIDC and allocate the Recreation Ground in lot or lots at the locations as determined by the Assignor, if the said alteration is insisted upon by the authorities/MIDC and the Assignee do hereby give his/her /its/ their irrevocable consent to the same.
- v. The Assignor has informed the Assignee and the Assignee is aware that the Assignor may construct further floor or floors on the Industrial Estate Buildings and any adjoining wing of the Industrial Estate Buildings in which the said Unit agreed to be taken on assignment. The Assignee is located and Assignee shall not raise any objection with regard to the same.
- vi. The Assignor may effect suitable and necessary alterations/modifications in the same Industrial Estate Buildings as directed by any Competent Authority(ies). However, in case of any alterations/modifications resulting in change in the area of the said unit any time prior to the grant of completion certificate, the Assignor shall intimate to the Assignee the details thereof and the resultant change, if any, in the rate/price of the said unit shall be paid by the Assignee or refunded as the case may be and
- vii. Assignee shall not cause any damage or create any load on the Superstructure/Columns/Wall of the said building.

**V. PROPOSAL TO DEVELOP INDUSTRIAL COMPLEX IN FLATTED INDUSTRIAL TOWNSHIP**

The Assignor is developing an Industrial Complex on the designated Industrial area in Industrial Township by constructing various Industrial Estate Buildings with Industrial Support Services Buildings with Industrial Support Services Unit, Infrastructure Utilities and other structures in accordance with the Plans sanctioned and to be sanctioned

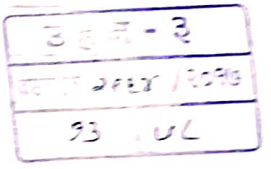
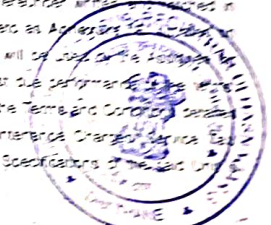
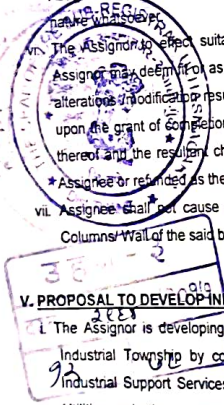
MIDC and/or such other Competent Authority from time to time. Such Industrial Complex to be known as "Empire Industrial Hub". The Assignor are entering into separate Agreements for Assignment of Lease with several other Assignees for the Assignment of Industrial Estate Units etc in the said Industrial Estate Buildings.

- ii. The Assignor has given and the Assignee has taken inspection of all the Approvals/Consents/Sanctions/Orders in respect of the said property obtained by the Assignor from the MPCB, MIDC, any other authority, MIDC Principal Agreements between MIDC and Assignor, MIDC Possession (Land) Receipt, Sanctioned Common Layout, Location Clearance (Technical Advisor NCC), MPCB Consent, and the Communication Certificate etc. from between, from time to time, and the Assignee has examined and approved the building plans and the floor plan, Complex Infrastructure and Utilities to be provided thereto in respect to the said Industrial Estate Buildings and said Unit and was satisfied therewith and ratifies the execution of these presents.
- iii. Therefore, the Assignee are entering into this Agreement wherein the Assignor has agreed to give on Assignment and Assignee has agreed to take on assignment the following unit:

Complex Name	Empire Industrial Hub
Building No.	A2
Building Name	GUPTA
Floor No.	2 <sup>nd</sup>
Unit No.	215 A
Carpet Area	48.23 sq. mtrs. equivalent to 512 sq. ft.

(hereinafter referred to as the "said Unit") to be constructed by the Assignor in the Industrial Complex more particularly described in the Third Schedule hereunder written and marked in black with red colour boundary line on the Plan annexed hereto as Annexure "F". The said Industrial Plot subject to the condition that the said Unit will be used only for Industrial purposes and for no other purpose or purposes against due performance of the conditions and covenants of the MIDC Principal Agreements, the Terms and Conditions herein and duly paying the entire considerations, Rent/Maintenance Charges, Service Charges, Other payments, etc as hereunder mentioned in detail. The Specifications of the said Unit annexed hereto and marked herewith as Annexure "F".

The parties hereto are desirous of recording the terms and conditions agreed between them as hereinafter appearing.



*V.H.*  
Signature of the Assignor

*V.H.*  
Signature of the Assignor

*Ayub Khan*  
Signature of the Assignee

NOW THIS AGREEMENT HEREBY WITNESSETH AS UNDER:

ARTICLE 1

1.1 Assignment of Lease

The Assignor has agreed to give on Assignment of Lease and Assignee has agreed to the assignment of Lease the following unit:-

Complex Name	Empire Industrial Hub
Building No.	A2
Building Name	GUPTA
Floor No.	2 <sup>nd</sup>
Unit No.	205 A
Carpet Area	48.23 sq. mtr. equivalent to 519 sq. ft

(hereinafter referred to as the "said Unit") to be constructed by the Assignor in the Complex more particularly described in the Third Schedule hereunder written and hatched with red colour boundary line on the Plan annexed hereto as Annexure "E" situated on Industrial plot subject to payment of the entire consideration/Rent/Maintenance Charges/Tax/ Other payments, etc. and, complying all terms and conditions recorded here Specifications of the said Unit is annexed hereto and marked herewith as Annexure "F".

1.2 Grant of term

The Assignor herein has agreed to assign the said unit on lease (more particularly described in Third Schedule hereunder written) in favour of the Assignee for residual unexpired term of (NINETEEN YEARS) computed from 08.04.1964.

1.3 Lease Period/Tenure and Renewal of Lease

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

2.1 Consideration

The Assignor do hereby agrees to give on Assignment and Assignee do hereby agree to assign the said unit for an aggregate and entire Consideration amount of Rs.20,88,000/- (Rupees Twenty Lakhs Eighty Eight Thousand Only) (hereinafter referred to as

"Consideration") subject to regular and time to time payment of the Consideration, statutory and non-statutory charges, other outgoing charges and upon the Assignee agreeing to observe and perform the terms, conditions, covenants and as herein contained, for a 'Term' as mentioned hereinabove.

2.2 Advance Consideration

Out of the Entire Consideration, an amount of Rs.2,08,800/- (Rupees Two Lakhs Eight Thousand And Eight Hundred Only) has been already paid by the Assignee to the Assignor prior to execution of this Agreement in the following manner, receipt whereof the Assignor doth hereby admit and acknowledge:-

Cheque No.	Cheque Date	Name of Bank/Branch	Cheque Amount (Rs.)
034186	29.01.2017	Bank of India	Rs.1,00,000/-
000970	05.02.2017	Bank of India	Rs.1,08,800/-
TOTAL CONSIDERATION			Rs. 2,08,800/-

2.3 Balance Consideration Payment / Milestones

And the balance amount of the said Consideration of Rs.18,79,200/- (Rupees Eighteen Lakhs Seventy Nine Thousand And Two Hundred Only) shall be paid by the Assignee to the Assignor in the following manner:-

Installments	Amount Payable to Assignor (Rs.)	Milestone / Deliverables
1 <sup>st</sup>	Rs. 6,26,400/-	Completion of Plinth or On Execution of Agreement for Assignment.
2 <sup>nd</sup>	Rs. 3,13,200/-	Completion of Ground Floor Slab
3 <sup>rd</sup>	Rs. 3,13,200/-	Completion of First Floor Slab
4 <sup>th</sup>	Rs. 2,08,800/-	Completion of Second Floor Slab
5 <sup>th</sup>	Rs. 2,08,800/-	Completion of Third Floor Slab
6 <sup>th</sup>	Rs. 1,04,400/-	On Completion of Utilities
7 <sup>th</sup>	Rs. 1,04,400/-	On Possession
TOTAL	Rs. 18,79,200/-	

Assignor shall notify to the Assignee the date on which each of the milestone is achieved by a written correspondence viz letter/email at the address mentioned in this Agreement. The Assignee shall be required to pay the amount mentioned against each of the milestone to the Assignor within Seven days of receipt of the letter of the completion of the milestone. It is expressly agreed that the payment of balance consideration on time is essence of the contract. In case of default, interest thereon @ 21 % from the date of default shall be payable. Assignor at their discretion can at any time, take any legal action in event of default including termination of this agreement.

ARTICLE 2

Signature of the Assignor

Signature of the Assignor

Signature of the Assignee

**2.4 Rent to MIDC (Rs./sq. ft. month) (present and future)**  
 The Assignee shall pay the annual rent of Rs. 1/- (Rupees One only) per square feet to the Assignor till formation of the society and thereafter the rent shall be paid by the said society to MIDC.

**2.5 Service Tax/ Vat & Other Taxes Etc**  
 The payment of Service Tax, VAT or such statutory fees/charges etc. or any other taxes etc. shall be paid by reason of this Agreement for Assignment or by reason of use and enjoyment of the Unit by the Assignee which are being levied or imposed in future and or may be enhanced from time to time at the prevailing rate shall be borne and paid by the Assignee(s) alone from time to time. Assignor shall not be responsible or liable for the same. The Assignee(s) shall pay the above charges as and when demanded. It is clarified that any Service Tax or VAT or other Taxes etc. on account of the proposed construction of the said Unit by the Assignor and giving on assignment the said Unit to the Assignee shall always be borne and paid by the Assignee alone.

**2.6 MIDC Transfer Charges**  
 Any transfer fee/charges payable to the MIDC shall be borne and paid by the Assignee alone. The prevailing rate and Assignor shall not be responsible or liable for the same.

**2.7 Other Charges**  
 The Assignee do hereby agree and confirm that he is aware before taking over the possession of the said unit as per the terms of this Agreement, all other charges, such as Club Membership Charges, Society Formation Charges, Water and Electricity Connection Charges, Interest Free Ref. Security Deposit, Advance Operation and Maintenance Charges etc. in the said Project enumerated in Annexure "H" annexed herewith, shall be borne and paid by the Assignee. All Payment Charges applicable on the said Project shall be mutatis mutandis on the Assignee. The Assignee shall deposit all the aforesaid payments to the Assignor thereafter after formation of the Building Society, the said charges shall be deposited with society.

**2.8 Refundable Security Deposit**  
 Before taking possession of the said Unit, the Assignee has agreed to keep a sum of Rupees Nine Thousand Three Hundred and Sixty Only) as Interest Free Refundable Security Deposit ("Deposit") with the Assignor at all times to enable the Assignor to pay any and all amount or amounts which may remain in arrears to be paid by the Assignee towards the Assignor. It is expressly agreed that the said Deposit shall not entitle the Assignee to commit any delay or default in making any of the Payments & Outgoings as hereinbefore mentioned. It is expressly agreed that the Assignee shall be discharged not relieved of his/her/ its / their obligations to pay the said Payments & Outgoings due date under this Agreement or otherwise in any manner whatsoever. It is expressly agreed that such deposit will be handed over to the Building Society which will thereafter refund the said deposit free deposit to the Assignee.

**2.9 Operation And Maintenance Charges (O&M charges)**  
 The Assignee shall before taking possession of the said Unit pay to the Complex Management Entity a sum of Rs 28,080/- (Rupees Twenty Eight Thousand and Eighty Only) towards O & M Charges one year in advance being contribution and/or compensation (excluding the Taxes to be paid by the Complex Management Entity) on provisional basis. O & M Charges shall be paid

Assignee from time to time towards inter alia the general upkeep, operation, maintenance, monitoring and ensuring uniformity of the said Industrial Complex including Complex Infrastructure & Utilities, Building Areas, Building Facilities and also the said Industrial Units as would be assigned to each such Assignee. The O & M Charges shall be escalated @10% per annum on the last O & M Charges paid.

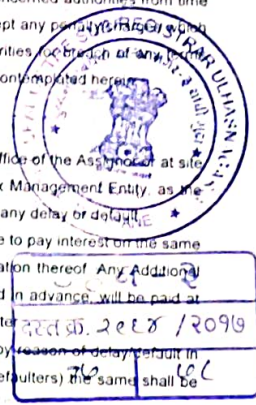
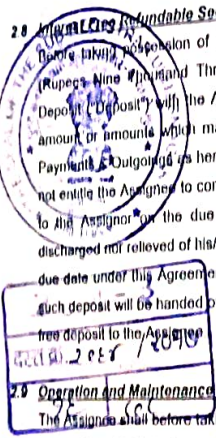
**2.10 Property Tax & Other Tax Outgoings Etc.**  
 On receiving possession of the said Unit, the Assignee shall pay all the Taxes and Outgoings, viz Property Tax, education cess, other ancillary taxes levied by the MIDC/ Statutory Authority, viz. Recurring charges as Government Revenue, MIDC's share of Cesses, assessment charges & owner's share of municipal/village panchayat rates/ taxes, water charges, Rates, Cess, Dues, Liabilities, other Tax outgoings of every description, etc. in respect of the said Unit on or before 5<sup>th</sup> day of first month of every quarter in advance to the Assignor/ Complex Management Entity without any delay or default till the said Unit is separately taxed by the Authorities or MIDC and the Assignee hereby agrees to pay on pro-rata basis, for the said Unit, from the date of execution of these presents or from the date when such Taxes/Outgoings have begun to be levied with respect to the said Project, whichever is earlier, in advance without any delay or default.

**2.11 Charges under MIDC Act 1961/Rules thereunder /Government of Maharashtra**  
 Towards such yearly recurring fees or service charges as may from time to time be prescribed by the Govt of Maharashtra (GOM) under Maharashtra Industrial Development Act, 1961 or Rules framed thereunder, in respect of any Utilities provided by the MIDC in the said MIDC Plot, the Assignee shall pay charges to MIDC/Assignor, as and when communicated by MIDC on receiving the possession of the said Unit. If any further rents/taxes/charges/cess/duties etc are levied on the FIT in future by any MIDC/statutory authorities, then the pro-rata contribution towards the same shall be borne by the Assignee.

**2.12 Other Payments and Outgoings**  
 The Assignee shall be liable to pay any other Payments and Outgoings including penalty, default charges etc. that may be levied by the Assignor, MIDC or any other concerned authorities from time to time and the Assignor shall not be liable for the same save and except any penalty or default charges which the Assignor may have to pay to MIDC or any other concerned authorities, execution of any laws, rules and conditions that may be imposed by them in executing the work as contemplated hereunder.

**2.13 Modality of Payment**  
 All the above said Payments shall be paid quarterly in advance, in the office of the Assignor at site of the Assignor, or as may be communicated by the Assignor/Complex Management Entity, as the case may be, on or before 5<sup>th</sup> day of first month of every quarter without any delay or default. In the event of delay in above said Payments the Assignee shall be liable to pay interest on the same @ 21 % p.a. calculated from its due date till such payment and realization thereof. Any Additional Payments as may become payable, after the quarterly charges are paid in advance, will be paid at the time when it becomes payable for such remainder period of that quarter. If any penalty would be levied on the FIT by the concerned authorities by reason of delay/default in payment, (which would cause due to delay/default in payment by the defaulters) the same shall be recovered from the defaulters.

In case of default, interest thereon @ 21 % from the date of default shall be payable. Assignor at his discretion can take any legal action against such default. Such interest rates are subject to revision and changes.



VHP  
 Signature of the Assignor

VHP  
 Signature of the Assignor

Signature of the Assignee

**2.14 Payment Default**

a) If the Assignee commits any delay or default in making the payment of any instalments of entire consideration amount payable as per the payment terms and conditions of this Agreement as enumerated hereinbefore, the Assignor shall send 07 (Seven) days demand notice to the Assignee to make such delayed/defaulted payment. If the Assignee fails to pay the said delayed/defaulted payment within 07 (Seven) days of receipt of such demand notice, then Assignor shall give another 07 (Seven) days reminder notice to the Assignee to pay the delayed/defaulted payment which shall expire within 14 days from the date of receipt of the reminder notice. If the Assignee fails to pay the said delayed/defaulted payment within 14 days from the expiry of the grace period, the Assignor shall without prejudice to other rights, interest that they may have against the Assignee, be entitled to terminate this Agreement by giving 30 days termination notice to the Assignee, and on such cancellation or termination, the Assignee shall forfeit 10% of the entire consideration amount as mentioned hereinabove.

b) Other than entire Consideration amount, if the Assignee commits any delay or default in making the payment of any of the amount/amounts as enumerated hereinbefore, under this Agreement, the Assignor shall send 07 (Seven) days notice to the Assignee to make such delayed/defaulted payment alongwith interest thereon @ 21 % p.a. If the period continues from the date of receipt of the reminder notice from the Assignor, the Assignor shall without prejudice to any other rights, interest that they may have against the Assignee, be entitled to cancel or terminate this Agreement by giving 30 days notice to the Assignee, and on such cancellation or termination, the Assignee shall forfeit 10% of the entire consideration amount as mentioned hereinabove.

**ARTICLE 3**

**3.1 First Lien On Said Unit**

Notwithstanding anything contained herewithin in respect of the subject matter hereunder, in the event the Assignee avails a loan from any bank for the payment of installment of the consideration amount, in the event of failure of payment of the amount of loan installment by the Assignee, the Assignor shall have the first lien on the said unit to the extent of all dues, liabilities, etc. of the Assignee as may be payable to the Assignor in respect to the said Unit. Without prejudice to the aforesaid, all the conditions as herein contained or elsewhere as applicable to the Assignee herein shall be applicable to such transferee.

**3.2 Loan Approval**

In the event the Assignee is desirous of availing a loan from any bank/financial institution for the purpose of mortgaging the said unit, in that event the Assignee shall obtain prior written permission from the Assignors and the MIDC. Such permission will be granted only if the mortgage deed incorporates clauses stating that if the Mortgagee takes possession of the said unit for non-payment of dues or default of whatsoever nature by the Assignee, the Assignor shall continue to pay the MIDC rent or any other amounts payable to the Assignors or the MIDC, and also that all the covenants of this Agreement of Assignment and also the terms and conditions of the principal MIDC Agreements shall be binding on such Mortgagee. Further as per

*[Signature]*  
Signature of the Assignor

*[Signature]*  
Signature of the Assignor

regulations stipulated by MIDC, an Agreement shall be executed between the Bank/Financial Institution, the Assignee, MIDC and/or Assignor and, further the Assignor will facilitate the Assignee to obtain Consent to Mortgage in respect of the said premises from MIDC in favour of Assignee's respective Bank at Assignee's own cost and shall submit the copy of the same to the Assignor.

**3.3 MIDC No Objection Certificate**

Further as per the rules & regulations stipulated by MIDC, the Assignor will facilitate the Assignee to obtain MIDC NO Objection Certificate at the cost of Assignee wherein MIDC will grant consent to transfer and assign the interest in respect of the said premises under the said Lease in favour of the Assignee subject to conditions mentioned therein.

**ARTICLE 4**

**OPERATION AND MAINTENANCE OF THE SAID COMPLEX**

Until such time, the development of said Industrial Complex is completed and the possession of all the Industrial Estate Units are delivered to all Assignees and Building Societies are formed, the Assignor has informed the Assignee that the Assignor will operate and maintain or will be appointing Complex Management Entity for the operation and maintenance of the said Property including the Industrial Estate Buildings, Industrial Complex and FIT, to maintain in uniform basis as per regulations/norms governing the said FIT.

The Assignee agrees and undertakes that it/he/she shall pay such O & M charges towards maintenance and upkeep of the said Unit, on the due date without any delay or default, and towards the necessary and incidental expenses in respect to the management and maintenance of the said Industrial Complex and FIT from time to time, as enumerated hereinabove. This rate may get revised from time to time. Maintenance and Operation charges exclude electricity charges, water charges, property taxes, other taxes and outgoings etc, which are payable by the Assignee.

**ARTICLE 5**

**FORMATION OF SOCIETIES**

**5.1 FORMATION OF BUILDING SOCIETY**

On obtainment of Building Completion Certificate from MIDC, the Assignee along with other occupants of the said Industrial Estate Buildings shall form a co-operative society in respect to the said Industrial Estate Buildings and the same has to be registered in accordance with the Maharashtra Co-Operative Societies Act, 1960 within three (3) months from the date of approval from MIDC for such formation of the society.

Similarly, on obtainment of Building Completion Certificate, the occupants of the other Industrial Estate Buildings shall form their respective co-operative societies, which shall be registered in accordance with the Maharashtra Co-Operative Societies Act, 1960 within three (3) months from the date of approval from MIDC for such formation of the society.

Such Building Society formed at every Industrial Estate Buildings level shall comply and observe the rules and regulations under the Maharashtra Co-Operative Societies Act, 1960. All costs incurred for registration of their respective societies and all other expenses incidental thereto shall be borne and paid by the Assignee's and the other occupants respectively on proportionate basis.

Subsequently, the affairs and management of Building Society shall be solely undertaken and managed by their respective Building Society.



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*[Signature]*  
Signature of the Assignee

**5.2 FORMATION OF EMPIRE INDUSTRIAL COMPLEX SOCIETY**

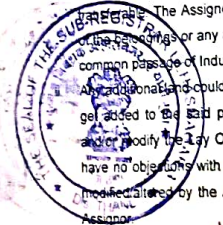
On obtainment of Building Completion Certificate, the Hon'ble Chairmans and Secretaries of five or more Industrial Estate Buildings within the Industrial Complex shall come together and form and register a Co-operative Society for the Industrial Complex in accordance with the Maharashtra Co-Operative Societies Act, 1960. The Peshwa Club Facilities, Club House, Infrastructure and Utilities, Building Area and Building Facilities shall also form part of the Empire Industrial Complex Society. Subsequently as and when Co-operative Society/ies is/are formed of each Industrial Estate Buildings in the Industrial Complex, their respective Chairman and Secretaries shall be admitted as a member of the Empire Industrial Complex Society. The Empire Industrial Complex Society shall comply and observe the rules and regulations under the Maharashtra Co-Operative Societies Act, 1960.

**ARTICLE 6**

**ASSIGNORS RIGHT TO DEVELOP THE SAID PROPERTY**

The Assignor has informed the Assignee and the Assignee is aware and hereby gives his irrevocable consent to the following

- i. The Assignor is developing the said property as single Layout Property and neither the Assignor nor any person claiming through the Assignee shall be entitled to demand or call for any person claiming through the Assignee shall be entitled to demand or call for the Assignor to sub-divide the said property. The Assignor is reserving unto themselves the right to develop, further develop and utilize any FSI available now or which may be available in the future with respect to the said property by reason of existing Development Control Regulations, MIDC or any Amendment or modification thereto, or as would be granted by MIDC or Government of Maharashtra and any FSI of any adjoining property or area which may be permissible to be utilized on the said property, or by use of any TDR, from time to time. Provided the Assignor shall not use FSI available in respect of the said property and/or to be available in future on the said unit. The leasehold right/interest/ title of the said property including the land-area on which the said Unit would be situated shall remain with the Assignor. The Assignee will not be entitled to raise any dispute or claim regarding the said property or any articles, machinery or unit or goods etc., unlawfully stored or deposited on the common passage of Industrial Estate Buildings at any time in any manner whatsoever. Any additional area could be allotted by MIDC to the Assignor in due course of time which may be added to the said property and subsequent to which the Assignor may thereafter modify the Lay Out Plans in respect of the said property and the Assignee shall have no objections with regard to the same. Provided the location of the said unit shall not be modified/altere



- ii. The Assignee has agreed that the Assignor has exclusive and unfettered right to modify/alter/amend the said Lay Out and in the course of such modification/alteration the Assignor may be required to relocate the Internal Road and the locations of the Buildings in the said property and the Assignee shall not raise any objection regards the said nature whatsoever.
- iii. The Assignor may relocate the Recreation Ground Area in the said Lay Out of the said property as sanctioned by MIDC and allocate the Recreation Ground in lot or lots at the location as may be determined by the Assignor, if the said alteration is insisted upon by the authorities/MIDC and the Assignee do hereby give his/her /its/ their irrevocable consent.

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Signature of the Assignor

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- vi. The Assignor has informed the Assignee and the Assignee is aware that the Assignor intends to construct further floor or floors on the Industrial Estate Buildings and any adjoining wing or wings to the Industrial Estate Buildings in which the said Unit agreed to be taken on assignment by the Assignee is located and Assignee shall not raise any objection with regard to the same of any nature whatsoever.
- vii. The Assignor to effect suitable and necessary alterations/modifications in the same as the Assignor may deem fit or as directed by any Competent Authority(ies). However in case of any alterations/modification resulting in change in the area of the said unit any time prior to and upon the grant of completion certificate, the Assignor shall intimate to the Assignee the change thereof and the resultant change, if any, in the rate/price of the said unit shall be paid by the Assignee or refunded as the case may be.
- viii. Assignee shall not cause any damage or create any load on the Superstructural Beams / Columns/ Wall of the said building.

**ARTICLE 7**

**ASSIGNEE'S REPRESENTATIONS AND WARRANTIES**

- 7.1 The Assignee hereby represents and warrants to Assignor as follows:**
- i. The Assignee has the capacity to enter into this Agreement under the Laws of India.
  - ii. The Assignee shall use the said unit for Industrial purpose only and has obtained relevant licences from the Concerned Authority to carry out the Industrial activity in the said Unit.
  - iii. The Assignee shall not carry on any act or activity which is connivous, anti social, immoral, illegal as per Laws of India or which may cause a nuisance to the other occupants in the Industrial Complex or which may prejudice the leasehold rights of ASSIGNOR in respect to the said property.
  - iv. The Assignee shall not manufacture and/or store and/or bring upon the said Unit any hazardous articles of inflammable or combustible nature nor shall the Assignee do or permit to be done or suffered to be done in the Licensed Premises.
  - v. The Assignee shall use the said Unit in a careful and responsible manner and shall make good ASSIGNOR all such damages or loss, normal wear and tear, which may be caused to the said Unit or for the purpose of repair of any part of the said Unit, in the vicinity or in any open areas, common areas of the said Property in a reasonable manner which may cause nuisance or annoyance to the others.



**7.2 Performance of Obligations**  
The Assignee has the power and authority to enter into this Agreement and perform their obligations hereunder. The execution, delivery and performance of this Agreement by the Assignee and the performance of their obligations hereunder have been duly authorized and approved by all necessary action and no other action on the part of Assignee is required to authorize the execution, delivery and performance of this Agreement. This Agreement is a binding obligation of the Assignee. The Covenants of Assignee includes -

**Inspection Of All Documents**

The Assignee has have taken inspection of all the

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Signature of the Assignor

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Signature of the Assignee

Approvals/Consents/Sanctions/Orders in respect of the said property and Documents such as MIDC Principal Agreements and as Deed of Confirmation between MIDC and Assignor, MIDC Possession (Land) Receipt, Sanctioned Layout, Location Clearance (Technical Advisor NOC), MPCB Consent, and Communications/ Correspondence etc. Between relevant Authorities and Assignor. The Assignee(s) is/are satisfied with the Title of the said Unit from time to time and the Assignee(s) has examined the relevant documents, plans, site map etc., and are fully satisfied in all respects with the leasehold rights, title and interest of the Assignor in the said property on which the project is being developed, and has understood all limitations and obligations of the Assignor in relation thereto and has relied solely on his/her/its/their judgment and investigation while deciding to accept the assignment herein of said unit

**b) Permitted Use**  
The Assignee will use and occupy the said Unit only for Industrial purpose permissible under the Laws of India and MIDC and shall obtain relevant clearance from the Concerned Authority to carry out the Industrial activity in the said Unit. Further, car parking space, if any shall be utilized for parking of personal cars of the Assignee(s) only.

**c) Business Commencement Timeframe**  
The Assignee shall commence business from the said Unit within six months from the date of getting physical Possession of the said Unit, or within such time to be extended by the Assignor, at its sole discretion, and upon such terms and conditions as the Assignor may deem fit and proper. In case of default to start business within the stipulated time period, this Agreement herein shall be rescinded.

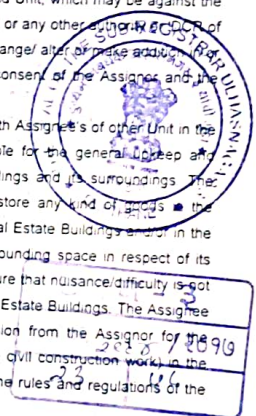
**d) Discontinuance of Permitted Use**  
In the event of the Assignee discontinuing the Industrial activities as permitted by MIDC as part of their business or use of the said Unit, then and in that event the Assignee shall not use the said Unit for any other purpose or purposes as approved by the Assignor of such discontinuance by the Assignee. The Assignee will be required to dispose off the said Unit in accordance with the terms of the Lease Agreement with MIDC, and may assign to any genuine Industry user (prospective Transferee) with the previous written consent of the Assignor and MIDC to execute similar Agreement for Assignment in respect of the said Unit. The Assignee and prospective Transferee shall be jointly and severally responsible to observe and perform all the terms, conditions and covenants of this Agreement, MIDC Agreements and or any other agreement as may be entered into between Assignee and the Assignor in the same manner and to the extent as the Assignee herein at the entire cost of such proposed assignment including stamp duty, registration charges and all other Taxes or charges payable in that behalf.

**e) Non-Permitted Use**  
The Assignee shall neither use the said Unit for the purpose of depositing obnoxious or hazardous material nor conduct any immoral activity as prohibited by the Laws of India and rules and regulations of MIDC.



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Signature of the Assignor

*V.H.P.*  
Signature of the Assignor



*Agadnath Tripathi*  
Signature of the Assignee

**f) Observance Of Terms & Conditions Of MIDC Principal Agreements/DC Rules Of MIDC And Local Authority**

The Assignee hereby undertakes to observe, perform and comply with the terms, conditions and covenants mentioned in the MIDC Principal Agreements and this Agreement for Assignment. The Assignee states, affirms and confirms that all the terms, conditions and covenants of this Agreement for Assignment and the said MIDC Principal Agreements are valid, subsisting and binding on the Assignee. During the continuance of this Agreement and at all times the Assignee undertakes to observe and perform all Laws, Development Control Rules/ Notices/Circulars/Regulations of MIDC and any Planning or Local Authority in that behalf as may be in force for the time being related in any way to the said Unit. Assignee do hereby agree to indemnify and/or keep harmless the Assignor and/or their estate and effects, against all costs, charges, expenses, losses or damages which the Assignor may suffer or incur by virtue of or by reason of Assignee committing any act or omission or breach of any part of the Assignment and Assignee will reimburse the Assignor all such costs, charges, expenses, losses and damages forthwith, whether demanded or not, without any delay, default or demur. All clauses binding the Assignor shall mutatis mutandis apply to the Assignee as well.

**g) Observance Of Bye-laws of Building Society and Complex Society**  
The Assignee shall at all times observe and comply with the bye-laws of the Building Society and Complex Society.

**h) Maintenance Of Unit**

- i. Throughout the term of the Assignment, the Assignee shall at its own expenses, well and substantially repair, pave, clean and keep in good and substantial repair and condition (including all usual and necessary internal painting and white washing), and maintain in tenantable repair, the said Unit, and shall ensure that the interior and exterior of the said Unit are maintained, and the drains and all other fixtures & fittings thereto, to the satisfaction of the Assignor/MIDC and not do or suffer to be done anything in or to the said Unit, which may be against the rules, regulations or byelaws of concerned local or any other authority of MIDC and shall not at any time permanently change/ alter or make addition to the said Unit without the previous written consent of the Assignor and the Statutory authorities as may be required.
- ii. The Assignee shall also severally (and jointly with Assignees of other Unit in the same Industrial Estate Buildings) be responsible for the general upkeep and maintenance of the said Industrial Estate Buildings and its surroundings. The Assignee or any other Unit-holder/s shall not store any kind of goods in the surrounding space around its respective Industrial Estate Buildings and in the Industrial Complex, and shall not use such surrounding space in respect of its own business conducted in its Unit, so as to ensure that nuisance/difficulty is not caused to any other Unit-holder/s in the Industrial Estate Buildings. The Assignee shall, however not be required to take permission from the Assignor for the purpose of doing the interior work (excluding the civil construction work) in the said unit, provided the Assignee shall follow all the rules and regulations of the safety and fire fighting norms.
- iii. The Assignee shall not alter the location of sewer, water, power, Tele-

communication and other connections/utilities except with prior written approval of the Assignor & other Statutory Authorities.

**D) Assignor's Right To Enter And Inspect**

The Assignee shall allow any person authorized by the Assignor to inspect the Unit or part thereof for the purpose of repairing any part of the said Building and for the purposes of making, repairing, maintaining, rebuilding, cleaning, lighting, keeping in order and good condition all services, the sewer lines, water mains, other utility services etc. in the said Unit. Whilst inspecting the said Unit if an authorized person of the Assignor detects any fault which in his opinion is due to the Assignee then in that event the Assignor shall call upon the Assignee to repair and/or restore the same immediately at his/his/their own cost failing which the Assignor though not obligated to shall repair and/or restore the same without obstruction or hindrance by the Assignee shall have right to recover the charges and expenses thereof from the Assignee.

**E) Display**

- i. The Assignee will display their Name Board and/or their Name Plate in a specified space and of the specified size and dimension as prescribed in the by the Assignor from time to time.
- ii. The Assignee shall not erect any Hoarding or Board or Neon sign outside said Unit or in the said Unit or on the Industrial Estate Buildings in which the Unit is located at any time hereafter in any manner whatsoever, nor shall or display or permit to be affixed or displayed any sky sign or Bill Board Advertisement of any permanent or temporary nature over or from the said

**F) Immoral/Unlawful Activity/Nuisance/Danger**

- i. No unlawful (or) illegal activities (or) as opposed to public policies (or) the moral turpitudes (or) activities offending the sentiments of any race, cast, creed or community, shall be carried on at any point of time, now or future date, and throughout the use, occupation and enjoyment of the and/or car parking space, if any by the Assignee or his/his/their / his assignees/beneficiaries/ their respective successors and assigns of the and/or Car parking space (s) as the case may be.

ii. No birds, reptiles, animals/ its products/byproducts, in live or lifeless form (or) otherwise say for example, poultry, cattles, aquatic animals, domestic or forest creatures (in open or in concealed form) etc. displayed or stored or sold either on temporary or permanent basis in the unit.

iii. No combustible and/or explosive materials of whatsoever nature or which the same may be called, shall be brought (or) stored in or sold in the said unit or the said Property or any part thereof.

iv. Installation of air-conditioning facilities in all its forms may be done at the place/space as shall be earmarked by the Assignor in the said unit at any other place, subject, however, to availability of such space. Any unauthorized installations shall be pulled down or forcibly removed with intimation or notice by the Assignor, at the costs and consequences thereof to the Assignee.

v. The Assignee shall not do or permit or suffer to be done anything in the said Unit or any part of the said Complex which is or may, or in the opinion of the Assignor is or may, at any time be or become a

nuisance or an annoyance to or interference with the operations, business, enjoyment, quiet or comfort of the occupants of the adjoining Units of the Industrial Complex or any part thereof the garden, driveway, parking, drainage, electric lines and the installations for providing facilities in the Industrial Complex. No damage shall be caused to the electricity poles, cables, wiring, telephone cables, sewage line, water line or any other facility provided in the said Complex or any other Unit personal in the said Complex provided always that the Assignee shall not be responsible to the Assignor for any loss, damage or inconvenience as a result of any danger, nuisance, annoyance or any interference whatsoever caused by the Assignee and/or by the occupants of the adjoining Units of the said Industrial Building and Industrial Complex and the Assignee shall not hold the Assignor liable.

**G) Garbage / Waste Disposal / Sewage Treatment**

The Assignee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Units into compound or any portion of the said Complex, nor litter or permit any littering in the common passages/areas/roads in or around the said Units and/or the said Complex.

The Assignee shall at his/his/their own cost and expense make good and sufficient provision for the safe and efficient disposal of all waste generated at the said Units and/or the said IIT to the requirement and satisfaction of the Assignor/Complex Management Entity and/or relevant government and statutory authorities. Consequence of any violation by way of fine or punishment in this regard committed by the Assignee shall be faced by the Assignee alone.

**H) Rates/ Taxes/ Cess/ Other Outgoings Towards Govt**

The Assignee shall bear and pay all the rates, taxes, cess, and other outgoings imposed by the Government directly on the Assignee or otherwise, in respect of the said Unit. Assignee shall indemnify the Assignor against any such loss/ damage that may arise due to non payment of the same.

**I) Regularity In All Payments**

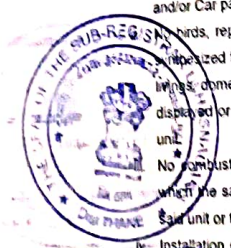
The Assignee shall be regular, diligent and punctual in making all aforesaid payments as agreed hereinafter without any delay or default. However such payments shall not entitle the Assignee to claim ownership or any other right other than those specifically granted hereunder in respect of the said Unit.

**J) Right To Said Unit Only**

The assignment rights of the Assignee are restricted to the said Unit and all compliances under this Agreement have been adhered to by the Assignee.

**K) Not Occupy Any Area Other Than Said Unit**

The Assignee shall not store or leave any belongings including any articles or goods outside the said Unit or in the common passage leading to and from the said Unit around the Industrial Estate Buildings in which the said Unit is situated. In the event of Assignee committing any default, the Assignor and/or Complex Management Entity will be entitled to remove such belongings or goods of the Assignee at the cost and risk of the Assignee and recover from the Assignee the charges incurred by the Assignor/Complex Management Entity for doing so, along with penalty for any negligent/careless act. In the event any such belonging or any articles or goods are removed by the Assignor are incapable of being stored at any place, the Assignor shall have right to confiscate the same and dispose off the same at the price the Assignor may deem proper, and appropriate the proceeds thereof without being



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liable to give any account thereof to the Assignor. The Assignee will not be liable to raise any dispute or claim regarding destruction of the belongings or possessions of Assignor of the said Unit at any time in any manner whatsoever.

**4) Assignment Rights with respect to the said Unit**

The Assignee shall have all assignment rights with respect to the structure of the said Unit subject to covenants mentioned hereunder:

**i) Structural Changes**

The Assignee will not make any structural changes in the said Unit and/or do any addition or alteration of structural or civil changes in the said Unit which may damage the RCC frame of the said Unit in any manner whatsoever. Assignor may cause an inspection to be conducted in the said Unit from time to time to check whether any structural changes have been done by the Assignee. Save and except whatever stated in aforesaid clause, the Assignee is allowed to carry out the fit-out work of additions and alterations in the said Unit subject to prior written approval of the Building Society and/or the concerned Statutory Authorities as the case may be.

ii. Notwithstanding anything contained hereinwith, all improvements/attachments when made to the said Unit by the Assignee (whether at his/her own cost or not and whether with or without approval of the Assignor/Statutory authority or not) shall belong to the Assignor and shall be deemed to be part of the said Unit and shall be subject to the terms and conditions of this agreement.

**ii) Elevation As It Is**

The Assignee shall not carry out any changes to the Elevation/Facade/Architectural feature of the said Unit. Assignee shall not construct/create any additional structure in the said building or any adjacent property.

**iii) Code Of Conduct**

The Assignee shall ensure that he/she/they shall strictly adhere to and observe the code of conduct prescribed by the Assignor/Complex Management Entity from time to time.

The Assignee shall ensure that all his/ their/ his/her employees, representatives, workmen, clients and visitors shall strictly adhere to and observe the code of conduct prescribed by the Assignor/Complex Management Entity from time to time.

**iv) Car Parking/Traffic Regulation**

The Assignor has made provision for parking spaces in the Industrial Complex/Development Control Regulation of MIDC and has systematic numbering to each parking space. The car parking shall be on first come first serve basis. The Assignee shall park its vehicles in the designated area as indicated within the Industrial Complex. The Assignee shall not park its vehicle on the Internal Road or any Road leading to the said Unit and shall not obstruct the movement of Vehicles in the said Complex.

The said Car Parking spaces shall be utilized for parking the Assignee's light motor vehicle only and shall not be used for parking of any other vehicle for any other purpose whatsoever. Society/Complex Management Entity shall be entitled to charge such amount of penalty as may be decided by the Complex Management Entity from time to time for any unauthorised parking thereof.

The Assignee(s) acknowledges that Assignor shall provide parking

normal light Motor Vehicle size and not for large/heavy large size car. Thus Assignee shall not be responsible or liable to Assignor in case the Assignee(s) car/parked in the said allotted car parking space given to the Assignee(s).

v. The Assignee undertakes not to transfer sub-lease/rent or license/lease or deal with such parking space without the prior written consent of the Assignor or Society of the Industrial Estate Buildings in which the said Unit is situated as and when formed.

vi. The Assignee agrees and confirms that allotment in respect of such car parking space shall automatically stand cancelled/terminated in the event of cancellation, surrender, relinquishment, resumption, re-assignment etc. of the said Unit under any of the provisions of this Agreement.

**x) Excavation**

The Assignee shall not make any excavation on any part of the said Unit or in any part within the margin/periphery around its respective Industrial Estate Buildings and/or Industrial Complex or remove any stone, gravel, earth or any other material therefrom.

**xi) Sanitation**

The Assignee shall conform to all regulations and orders of municipal/local/Statutory authority concerned with respect to public health and sanitation.

**xii) Assignor Not Responsible**

For any reason whatsoever, the Assignee shall not hold the Assignor responsible or liable for any loss whatsoever incurred by the Assignee in respect of his/their/her negligence in respect to the said Unit.

**xiii) Indemnification**

i. The Assignee hereby indemnifies in advance the Assignor and other Assignees/Occupiers etc. in the said FIT and holds them harmless from and against any and all claims, demands, causes of action, losses, liabilities and expenses that may result or arise from the act, omission or deed of the Assignee or its employees, staff, visitor or any other such person associated with the Assignee.

ii. The Assignee hereby indemnifies the Assignor, other Assignees/Occupiers etc. in the said FIT and holds them harmless from and against any and all claims, demands, causes of action, losses, liabilities and expenses that may result or arise from any incident such as fire, strike, dust etc. irrespective of the Assignee's negligence or fault. Assignee took all prudent steps to prevent the same.

iii. The Assignee agrees to indemnify the Assignor, other Assignees/Occupiers etc. in the said FIT for the loss and inconvenience that may be suffered by the Assignor and other Assignees/Occupiers etc. in the said FIT on account of illegal construction by the Assignee/Occupiers etc. in the said FIT.

iv. The Assignee hereby indemnifies the Assignor, other Assignees/Occupiers etc. in the said FIT against violation or non performance and/or non-compliance with the norms and terms of Notice, Notification and Rules, etc.

v. The Assignee hereby indemnifies the Assignor in connection with all the above.

**2) Specific Performance Remedy to the Assignor**

Without prejudice to any other clause contained hereinwith, in the event of default by the Assignee in performing any of his obligations under this Agreement by Assignor, the Assignor shall be entitled to seek specific performance of this Agreement by the Assignee at the cost of the Assignee, by giving 7 (Seven) days notice to the Assignee.



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Signature of the Assignor

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Signature of the Assignee

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Signature of the Assignee



Assignee. Further, the Assignor shall also be entitled to seek specific performance by giving 7 (Seven) days notice if the Assignee fails to pay the delayed payment along with interest thereon @ 21 % pa within 07 days from the date receipt of reminder notice from the Assignor as mentioned in clause 1 hereinafter.

**ARTICLE 8  
REPRESENTATIONS AND WARRANTIES OF THE ASSIGNOR**

8.1 The Assignor represents that to ASSIGNEE as follows

- 1. Clear and Marketable Title**  
The Assignor herein covenants that the title of the said property is clear and marketable free from all encumbrances.
- 2. No existing Claims and Litigations**  
There exists no claim, actions, litigations, arbitrations, land acquisition proceedings, and proceedings relating to the Licensed Premises.
- 3. Approvals and Permissions from MIDC to Develop the said property**  
There are requisite permissions, clearances and approvals from MIDC under the MIDC Principal Agreements to develop FIT on the said property.
- 4. No Prohibition**  
The Assignor is not under any disability, restriction or prohibition under any Laws, contract or otherwise that might prevent the Assignor from performing or observing any of Assignor obligations under this Agreement.

8.2 Performance of obligations

The Assignor do hereby agree with the Assignee as follows:-

- 1. Ensure Peaceful Occupation To Assignee**  
The Assignor shall ensure that the Assignee shall at all times be able to peacefully enter upon and occupy the said Unit for Industrial purpose, for the entire term of the assignment, or any renewal thereto as the case may be, provided the Assignee is complying with payment of the said Consideration in entirety and other obligations as mentioned here within, and on due performance and compliance with all the conditions, stipulations and restrictions as mentioned herein or imposed by the Assignor.
- 2. Assignor's Payment To MIDC**  
The Assignor do hereby agree and confirm that subject to the Assignee making all maintenance charges, assessment charges, water charges, gardening charges and other outgoings in respect of the said Unit regularly, the Assignor will thereafter pay all other charges, payments, Rents and all other monthly outgoings in respect of the said Unit to MIDC and pay to the other concerned authorities on the due dates if any, punctually, from time to time.
- 3. Possession Of Said Unit**  
The Assignor shall handover the possession of the said Unit to the Assignee after obtaining of Occupation Certificate provided the Assignee has made payment of said Consideration in entirety and other payments as mentioned here within and is



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complying with other payments as mentioned here within, and on due performance and compliance by the Assignee with all the terms, conditions, stipulations and restrictions as mentioned herein or imposed by the Assignor from time to time.

**4. Requisite Approvals**

The Assignor agrees to obtain approval of the Building Plans and/or any amendments from time to time thereto from MIDC and obtain all the requisite consent for the purpose of inception of functional FIT.

**5. Electricity Meter Connection**

The Assignor will obtain electricity meter connection in the said property and also provide electricity meter connection in the said Unit as per specifications to the use of the Assignee and Assignee shall bear and pay the cost thereof and also the regular charges for the use of the electricity by the Assignee without any delay or default. If the Assignee would require additional electricity load, the Assignee shall pay additional charges to the Assignor for the said additional electricity load connection.

**6. Water Connection**

The Assignor will provide water connection to the said Unit and Assignee agree to bear and pay the costs thereof and also bear and pay regularly the bills for the water consumed by the Assignee in the said Unit.

**7. Assignor's Right To Create Charge**

At present, the Assignor has not created any charge, encumbrance on the said property for raising funds. However the Assignor has informed the Assignee that the Assignor may create a charge on the said property or any part thereof by way of creation of mortgage in favor of any Bank or Financial Institution or any Private Party for raising of funds for the development of the FIT. However if any Assignee intends to avail bank loan then Assignor shall obtain letter of release/NOI in respect of the said Unit from the bank/financial institution from which the Assignor has raised funds.

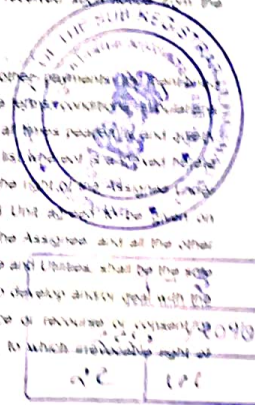
**8. Notice**

It is agreed between the Assignor and Assignee that the notice to be given by the Assignor to the Assignee will be either by registered post or by hand delivery at the address as here within contained. Any Notice transmitted in the aforesaid manner shall be deemed to have been received by the Assignee within four working days of the Assignor transmitting such notice irrespective of the Assignee having actually received such notice from the Assignor or not.

**9. Access To Complex Infrastructure and Utilities**

On payment of the said Consideration in entirety and other payments as mentioned here within, and on performance and compliance with all the terms, conditions, stipulations and restrictions as mentioned under this Agreement and at all times peacefully and lawfully enter upon and enjoy the said Infrastructure and Utilities as is, wherever it may exist, and marked as Annexure "G". However, it is clarified that the right of the Assignee under this Agreement or otherwise is only restricted to the said Unit and not the entire plot on assignment by the Assignor and agreed to be acquired by the Assignee and all the other premises and portion's of the said FIT including Infrastructure and Utilities, shall be the sole property of the Assignor and the Assignor shall be entitled to develop and/or deal with the same in the manner deemed fit by it without any reference or concurrence with the Assignee. In concurrence from the Assignee in any manner whatsoever, to which the Assignor, the Assignee hereby confirms and consents to.

**10. Avail Peshwa Recreational Club Facilities**



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Signature of the Assignee

At all times, all the Assignees in the FIT and/or their employees and/or visitors, etc. shall peacefully and quietly enter upon and avail of the Peshwa Recreational Club Facilities and Industrial Complex, on payment of charges/cost of respective Facilities, as may be prescribed from time to time, which can be availed by the Assignee only upon payment of the said Consideration in entirety and other payments as mentioned herewith, and performance and compliance with all the terms, conditions, stipulations and restrictions mentioned herein or imposed by the Assignor from time to time. Any Facilities mentioned discontinued or not be provided by the Assignor, if found commercially non-viable by Assignor/ Facility-providing-Entity.

**ARTICLE 9**

**FAILURE TO PERFORM OBLIGATION AND COVENANTS OF ASSIGNEE**

**9.1 Default to Make Any Payments Mentioned Hereunder**

In the event of happening of events stated in clause 2.14 hereinabove, the Assignee shall be entitled to do the following:-

- i. The Assignee shall cease to have any right, title, interest, claim or demand of any whatsoever in respect of the said Unit and shall not raise any dispute with regard to and the Assignor shall further be entitled to deal with and dispose off the said Unit or other third party/ person(s) as it deems fit without any further act or consent of Assignee.
- ii. The Assignee hereby irrevocably nominates and constitutes and appoints as its authorized person or its constituted attorney for execution of the Cancellation deed for and on behalf of the Assignee and admitting the same to be cancelled registration authorities. All costs/charges/expenses of and incidental to registration Cancellation Deed shall be recovered from the Assignee.
- iii. Subject to a written understanding between the Assignor and the Assignee who accept delay in payment of Consideration or any installment thereof or of any part thereof as herewith mentioned, if the Assignor ratifies the delay, which shall be at the discretion of the Assignor, then in such event if there is delay in payment of consideration or any installment thereof or of any payment as herewith mentioned alongwith the payment of the delayed consideration/installment/other part thereof @ 21 % per annum shall also be payable on the delayed consideration/installment as may be due to be paid by the Assignee to the Assignor. It is hereby agreed that the agreement to accept default charges with interest shall always be without prejudice to other rights and remedies of the Assignor and shall not affect the damages or default charges or to terminate this Agreement. Any delayed payment made by the Assignee shall be appropriated first to the interest on the delayed installments of consideration/other payments. After the interest on the delayed payment shall not be implied as any omission to take a step on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver only for the time and to the extent therein stated. One or more express waivers by the Assignor in the delayed installments of entire consideration/other payment shall not be construed as a waiver of a subsequent breach of any term or condition.
- v. The Assignor shall refund/repay to the Assignee the consideration amount in full on the date, without any interest, costs or other compensation or payment whatsoever



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Signature of the Assignor

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Signature of the Assignor

deducting 10% of the entire consideration amount as mentioned herein above, within a period of 30 (Thirty) days from the date of receipt of 20% entire consideration amount from any prospective Assignee to whom the said Unit will be given on Assignment, upon cancellation or termination of this Agreement.

**ARTICLE 10**

**TERMINATION & CONSEQUENCES OF TERMINATION**

**10.1 Termination**

The Assignor shall be entitled, without prejudice to any other right or remedy which the Assignor may have under this Agreement or otherwise in law and notwithstanding any subsequent acceptance of Fees, to terminate this Agreement ipso facto, with prior notice of Twenty One (21) days, at any time after the occurrence of the following events:-

- i. If the Assignee fails or neglects to observe or perform or commits or allows to be committed any delay or default or breach in performing any of the obligations, terms, conditions, provisions or stipulations contained in this Agreement for Assignment, Undertaking, or any other documents/undertakings executed by Assignee from time to time, on its part to be observed and performed (other than failure to pay any sum hereunder agreed when due and payable, & other than failure to use the said Unit as agreed herewith) and if such breach is remediable, fails to remedy the same.
- ii. If the Assignee, being a company, passes any resolution for winding up or allows a petition for winding up presented against it or if a receiver is appointed for the whole or part of the said Unit, or if on account of loan of any Bank, the DRT auction is held, or if the Company is declared sick under BIFR.
- iii. If the Assignee does or suffers any act or thing or omits to do or suffer any omission hereby or in consequence of which the said Unit may be or is likely to be endangered, attached or taken in execution under the legal process or by public authority.
- iv. If the Assignee by act or omission gives to the Assignor reasonable grounds to consider that its rights may be prejudiced or be in jeopardy.
- v. If the Assignee being a partnership firm, & if the partnership firm is dissolved or in case the Assignee being an individual is declared insolvent.

The above termination clauses are in addition to the specific termination, cancellation clauses for breaches of some specific terms and conditions as provided herein in such respective clauses.



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**10.2 Consequences Of Termination**

- i. The Assignor shall without any further notice be entitled to evict the Assignee from the said Unit and/or evict the Assignee from the said Unit and take possession of the same and the Assignor shall not be responsible for any damage, which may be caused by such action. For this purpose the Assignee irrevocably authorizes the Assignor to seize all his/her/their belongings lying in the said Unit.
- ii. The Assignor shall be entitled to recover from the Assignee and the Assignee shall be bound to pay to the Assignor the following amounts:-
- iii. The cost incurred towards repairs and maintenance of the said Unit to render and maintain it in good working order and conditions and all costs charges and expenses.

Signature of the Assignee

secured by the Assignor provided to this Agreement and in respect of any...  
 that and in respect of any...  
 All other sums which have become due and payable by the Assignor...  
 pursuant to this Agreement along with interest calculated at the rate of 21%...  
 from the due date.  
 Notwithstanding anything to the contrary herein contained in the event of...  
 termination the Assignor shall also be entitled to give an Assignment of...  
 of the said Unit in such manner as the Assignor may think fit and the Assignor...  
 shall not be bound to account to the Assignee in any manner whatsoever.

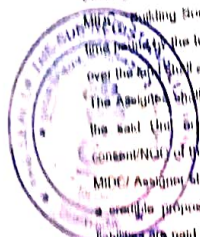
**ARTICLE 11  
 TRANSFER/ASSIGNMENT**

**11.1 TRANSFER/ASSIGNMENT OF SAID INDUSTRIAL ESTATE BUILDINGS**

- 1. On registration of the Building Society by the said Industrial Estate Building Society, the ownership of superstructure of the Industrial Estate Buildings (IEB) shall be transferred in favor of Building Society. The Assignor shall then become a member of the said Building Society by holding shares of Building Society in respect of the said unit as and when the Building Society is registered.
- 2. On completion of the development of the said Industrial Estate Buildings, possession of all the Industrial Estate Units are delivered to all Assignees. On completion of the development of the said Industrial Estate Buildings, possession of all the Industrial Estate Buildings are for respective Co-operative Societies of all Industrial Estate Buildings as per respective Co-operative Societies in clause 2, the rights over the Complex Infrastructure shall be transferred in favor of the Complex Society subject to the conditions of MICO.

**11.2 TRANSFER/ASSIGNMENT OF SAID UNIT**

Notwithstanding anything contained herein to the contrary, the Assignee shall be deemed to have acquired the ownership of the said Unit by virtue of holding the Building Society. Assignor shall always comply with the rules and regulations laid down by the Building Society, Complex Society from time to time and the Assignee shall be bound to comply with the terms and condition set forth in the MICO Principal Agreement. The ownership of the said Unit shall always vest with the MICO. The Assignor shall not assign, sub assign, sublet, underlet or part with the possession of the said Unit or any part thereof or any interest therein without the prior written consent/NOC of the MICO and/or the Assignee obtained at the cost of Assignor. MICO/Assignee shall issue the written consent/NOC for transfer/assignment of the said Unit. The Assignor shall ensure that the proposed transferee, as that of Assignee herein provided all the charges are paid by Assignor in respect of the said Unit. While granting such consent/NOC, the MICO/Assignee shall charge certain charges in respect of the said Unit. Provided that till the Assignor has not paid the entire dues and liabilities as set out in the Agreement to the Assignor, the Assignor shall not be entitled to assign, sub-lease, mortgage, hypothecate and/or create third party rights or part with the possession of the said Unit. The Assignor and the prospective transferee shall comply with all the terms and conditions mentioned in these presents, MICO Principal Agreements and the terms and conditions set down by MICO from time to time.



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**ARTICLE 12**

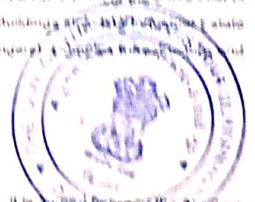
**12.1 BUILDING MANAGEMENT AND INDUSTRIAL COMPLEX MANAGEMENT**

On completion of the development of the said Industrial Complex and the possession of all the Industrial Estate Units are delivered to all the Assignees, the Empire Industrial Complex Society is formed as provided in clause 2.4 and the Assignee shall take the responsibility to manage the operation and maintenance of the Industrial Complex including the Industrial Estate Buildings, Industrial Complex Infrastructure and Utilities of the said Unit in conformity with the appointment of Complex Management Entity to manage the operation and maintenance of the said Industrial Complex.

**12.2 INSURANCE BY THE EMPIRE INDUSTRIAL COMPLEX SOCIETY**

The Empire Industrial Complex Society shall also procure insurance for the Industrial Complex including the Complex Infrastructure and Utilities from a reputed insurer as would be approved by MICO in the joint names of the Assignor, Empire Industrial Complex Society and MICO. At the cost of the Complex Society, the said Society shall be responsible for the operation and maintenance of the said Industrial Estate Buildings including Industrial Estate Units, Fire Fighting System and Lifts (Staircase and Passenger), Complex Infrastructure and Utilities within the said Industrial Complex. The Complex Society shall ensure regular and punctual payment of the insurance premium amount as the same may be and receipt of such bills for time payment shall be submitted to the Assignee/Complex Management Entity, whether demanded or not.

In the event of destruction of any part of the superstructure of the said Industrial Estate Buildings/Industrial Estate Units, the fire fighting system, lifts (staircase and passenger), complex infrastructure and utilities within the Complex Society, such insurance amount as would be received from the insurance company shall be mandatorily utilized for the reconstruction or redevelopment of the said Unit. Fire fighting system and lifts (staircase and passenger) shall be replaced from the insurance amount as would be received from the insurance company. In the event of reconstruction or redevelopment of the Industrial Estate Buildings, the said Unit shall include Lifts, Fire Fighting System and Lifts (Staircase and Passenger) and Utilities within the Complex Society.



**ARTICLE 13  
 MISCELLANEOUS**

**13.1 EASEMENT**

Notwithstanding anything contained herein to the contrary, it is hereby agreed that the Assignor and the Assignee shall be deemed to have agreed that the Assignor shall be deemed to have granted an easement in respect of the said property now and to be available to the Assignee and for all which may be available from any adjoining property or prospect or by way of use of part of the said property and to utilize such Easement building or buildings or any adjoining building or buildings and to erect or modify the layout and shift the location of structure, ground works and infrastructure and Utilities and deal with any further area so as to which may be available to the Assignee in the said property and to ensure satisfaction thereof and to comply with the same without being liable to account for the same to the Assignor or the Assignee in any manner whatsoever in any manner whatsoever. Assignor hereby agrees that it shall not be liable to violate any terms and conditions set forth in this agreement with regard to use of Easement.

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 Signature of the Assignor

VHP  
 Signature of the Assignee

Assignee shall not create any additional bank loans within the building in violation of the terms and conditions of the Agreement.

**13.2 SPECIFIC PERFORMANCE REMEDY**

In the event of any delay or default committed by the Assignee in performing any of the obligations under this Agreement for Assignment, then the Assignee shall be deemed to have specifically performed its obligations under the Agreement if the Assignee shall also be deemed to have specifically performed its obligations under the Agreement if the Assignee shall also be deemed to have specifically performed its obligations under the Agreement if the Assignee shall also be deemed to have specifically performed its obligations under the Agreement...

**13.3 NOTICE**

It is agreed between the Assignee and Assignee that the notice to be given by the Assignee to the Assignee will be either by registered post or by hand delivery at the address hereinafter contained. Any Notice transmitted in the aforesaid manner shall be deemed to have been received by the Assignee within four working days of the Assignee having received such notice irrespective of the Assignee having actually received such notice from the Assignee or not.

**13.4 HEADINGS**

The headings of the paragraphs of this Agreement are for convenience only and do not clarify and do not limit or affect the terms or conditions of this Agreement. They are an integral part of these presents.

**13.5 AMENDMENTS**

Any term of this Agreement may be amended only with the mutual written consent of the Parties hereto.

**13.6 DISPUTE RESOLUTION**

In the event of there being any dispute or difference between the Parties concerning the validity or interpretation of this Agreement or anything contained therein or in connection therewith or relating to any of the rights, obligations, or the performance thereof, such dispute shall, failing a written agreement of the Parties to settle it in any other way, be referred to and decided in accordance with the Indian Arbitration laws enforceable at that time.

**13.6.2**

Each party to this Agreement shall be entitled to appoint one (1) Arbitrator of their choice and the two Arbitrators appointed hereinafter by the Parties shall mutually appoint one (1) Arbitrator who shall be a presiding Arbitrator.

**13.6.4**

The venue of such arbitration shall be Mumbai. The arbitration award shall be final and binding upon the Parties and shall not be subject to appeal. Judgment upon the award rendered may be enforced in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and an order for enforcement, as it may be.

**13.7 JURISDICTION**

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India and the Courts at Mumbai shall have exclusive jurisdiction in all matters arising out of or in connection with this Agreement.

**13.8 WAIVES**

No representation, inducement or invitation is made by the Assignee to require performance of any of the provisions of these presents which is not specifically intended to require the Assignee to require performance of the provisions and no waiver is intended by the Assignee of any of the provisions of these presents which are not specifically intended to require the Assignee to require performance of the provisions of these presents. Any such waiver or inducement or invitation is hereby rejected by the Assignee.

**13.9 SEVERABILITY**

If any clause, condition, term or provision of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the balance of the provisions of this Agreement shall nevertheless remain in full force and effect. The Parties hereby agree that the provisions of this Agreement shall survive the termination or expiration of this Agreement and shall continue to be in full force and effect until the obligations hereunder are fully performed.

**13.10 STAMP DUTY AND REGISTRATION CHARGES**

The Stamp Duty and Registration Charges, the Stamp Duty and Registration Charges and any other charges payable by the Assignee in connection with the execution of this Agreement shall be borne and paid by the Assignee.



Stamp duty and registration charges stamp with handwritten numbers 57 and 60.

Stamp duty and registration charges stamp with handwritten numbers 3 and 2000/0000.

Signature of the Assignee

Signature of the Assignee

Signature of the Assignee

Signature of the Assignee

**THE FIRST SCHEDULE ABOVE REFERRED TO:**  
(Description of the said Property)

The MIDC Plot, being Plot No. 22, 22R, 22C in Ambernath Industrial Area, situate, lying and being within the Village Limits of Chikhlioli Taluka and Registration Sub-District Ambernath, District and Registration District Thane, admeasuring 1,41,402 Sq. Mts or thereabouts and bounded as under:-  
On or towards the East by Estate Road  
On or towards the West by MIDC Land  
On or towards the North by Kalyan Badlapur Road  
On or towards the South by Central Railway

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
(Description of the said Industrial Plot)

The MIDC Plot, being Plot No. 22 in Ambernath Industrial Area, situate, lying and being within Village Limits of Chikhlioli Taluka and Registration Sub-District Ambernath, District and Registration District Thane, admeasuring 98153.38 Sq. Mts or thereabouts and bounded as under:-  
On or towards the East - Empire commercial complex  
On or towards the West - Reliable R & O Hub  
On or towards the North - Ambernath-Badlapur state highway  
On or towards the South - Central Railway Track

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
(Description of the said Unit)

Industrial Estate Unit bearing No. 206 A, situated on Second Floor, in Industrial Estate bearing No. A2 known as 'GUFTA', admeasuring 519 sq. ft. carpet area or thereabouts situate in said MIDC Plot No. 22 in the Ambernath Industrial Area, Ambernath MIDC, within the village limits of Chikhlioli Taluka and Registration Sub-District Kalyan, District and Registration District Thane. Annexed Plan in red colour boundary.



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*VH*  
Signature of the Assignor

*Ajwade*  
Signature of the Assignor

These presents is signed, executed on such date, month and year mentioned hereinafter.

SIGNED, SEALED AND DELIVERED BY WITHIN NAMED



ASSIGNOR/COMPANY	PHOTO	SIGN
EMPIRE INDUSTRIES LIMITED through its Authorised Signatory MR. ANOOB BHARGAVA / MS. VISHAKHA PURCHIT		<i>[Signature]</i> EMPIRE INDUSTRIES LTD. AUTHORIZED SIGNATORY

ASSIGNEE	PHOTO	SIGN
MR. AJADNATH LALWAN TIWARI proprietor of M/S. JANATA ART PRINTERS		<i>[Signature]</i>

WITNESS	PHOTO	SIGN
MR. ANAND LAXWAN JADAV		<i>[Signature]</i>
MR. SATISH VASANT FALKE		<i>[Signature]</i>

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2027/2098  
SC UC

*[Signature]*  
Signature of the Assignor

*[Signature]*  
Signature of the assignee

**RECEIPT**

RECEIVED on the day and year first hereinafter written of and from the within named Assignee a sum of **Rs 2,08,800/- (Rupees Two Laks Eight Thousand Eight Hundred Only)** as hereinafter detailed being banking amount paid by the Assignee in respect of the said Unit in terms of the Agreement for Assignment hereof:-

Cheque No.	Cheque Date	Name of Bank Branch	Cheque Amount (Rs.)
034180	24.11.2017	Bank of India	Rs 1,04,400/-
034179	05.12.2017	Bank of India	Rs 1,04,400/-
<b>TOTAL CONSIDERATION</b>			<b>Rs 2,08,800/-</b>

**WE SAY RECEIVED**

*M. S. P.*  
**FOR EMPIRE INDUSTRIES (I) ASSOCIATION**  
 (Authorized Signatory)

**LIST OF ANNEXURES**

- a. Copy of Index II of the said Order of Confirmation dated 4<sup>th</sup> July 1976 Annexure "A"
- b. Title Certificate Annexure "B"
- c. Permission for construction of Planned Industrial Township dated 1st November 2013 and Change of Use Order dated 16th January 2014 Annexure "C"
- d. Approved Layout Plan dated 23rd December 2013 Annexure "D"
- e. Layout of the said unit Annexure "E"
- f. List of Specifications of the said Unit Annexure "F"
- g. Infrastructure and Utilities for Industrial Complex
- h. List of Other Charges



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*M. S. P.*

Signature of the Assignee



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 2017 - 2018  
 10 / 1st

*M. S. P.*  
 Signature of the Assignee







- 1. You shall develop the plot or plot proposed master plan at your own cost & risk with all the necessary approvals from concerned/appropriate authorities.
- 2. You shall obtain all necessary permissions from concerned/appropriate authorities.
- 3. There is a proposed Backlog Road on the north side of the said land. It is necessary to complete the same at your own cost & risk.
- 4. You shall abide & follow all rules & regulations of MIDC and accordingly, you shall approach MIDC for all type of permissions within time limit.
- 5. You shall execute a surety bond as per standardized conditions and indemnity bonds.

Yours faithfully,

*[Signature]*  
 Area Manager,  
 Pooj Office, MIDC, Thane-II

File No. 100/2012 plus  
 conditions mentioned therein



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**MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION**  
 (A Government of Maharashtra Undertaking)



No. EEJAMB/A-876487 of 16  
 Office of the Executive Engineer,  
 MIDC, Ambernath Civil Division,  
 Ambernath.  
 Date: 13/03/2015

*[Signature]*  
 M/s Empire Industries Ltd,  
 Plot No. 22,  
 MIDC Ambernath Industrial Area,  
 Ambernath.

Sub: - Ambernath, Indl. Area...  
 Approval to the fresh building plans for proposed Flatted  
 Type Industrial Buildings on Plot No. 22, MIDC Ambernath,  
 Indl. Area, Ambernath.

Ref:- 1) Your online application on GWC vide tracking ID No.  
 280259 (2) 04/06/2014 and complied on 16/01/2015  
 2) Provisional Fire NOC issued by Chief Fire Officer, MIDC,  
 Ambernath vide No. MIDC/Fire/NOC/1576 dated 10/02/2015

Dear Sir,

1) The set of fresh plans, received from you vide your letter cited above, is hereby approved subject to condition, that you will comply the following points. One set is returned to your reference and record. This approval is granted for Flatted type building plans only as per provision of revised development control rules & regulations 2009 and no work shall be commenced unless prior Environment Clearance is obtained as per MOEF notification dated 14/09/2009 and subsequent amendments.

2) You had submitted the plans and drawings for flatted type industrial gates for 7640.38 Sqm of plinth area in the plot area admeasuring 113121.60 Sqm. At present, this office has approved the plans for four buildings admeasuring 41398.83 Sqm. built up area. This office has approved Sixteen Nos. of drawings details of which are attached in the accompanying statement.

A. In case of approval to the modified plans, the original approval to the drawings granted vide letter No. \_\_\_\_\_ from the office of the Executive Engineer, MIDC, Division, Ambernath (Civil) is treated as cancelled. The drawings approved previously approved drawings. You are requested to return the original drawings to the office for cancellation and record.

B. The drawings submitted now are for new structure, which were not approved previously. Present approval along with the previously approved plans of fact is granted vide letter No. EE / AMB / A-10356 / of 2015 dated 16/01/2015 from the office of the Executive Engineer, MIDC, Division, Ambernath (Civil) is to be treated as combined approval.

3) The building plans need to be got approved from \_\_\_\_\_



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- ii) Factory inspector, Department of Govt. of Maharashtra.
- iii) Food & Drugs Department.
- iii) Environment clearance is to be obtained from the state level committee or central level committee as per applicability as per MOEF notification dated 14/09/2006
- iv) All statutory/Mandatory approvals, clearances required for the project.

4) You are requested to submit the certified copies of the letter of approval/consent from the above authorities to the office of the undersigned, before any work is started OR within three months from the date of this letter whichever is earlier.

5) For the sanitary block, overhead water storage tank shall be provided at the rate of 500 liter per V.C. or Urinal.

6) For necessary approach road to the plot from the edges of MIDC, Road, 300 cm wide MTD works or a slab drain as may be approved by the Executive Engineer, shall be provided.

7) Temporary structures shall not be allowed except during construction period. On obtaining prior approval from Executive Engineer, and the same shall be demolished immediately after building work is completed.

8) During the period of construction, stacking of materials shall be done only in the area of plot allotted. In no case, material be stacking along MIDC, road land width/size.

9) The boundary marks demarcating the boundary of the plot shall be properly preserved and kept in good condition and shown to Department staff as and when required.

10) No tube well, bore well or open well shall be constructed by the plot holder.

11) Work of water supply and drainage shall be carried out through the licensee/contractor only as per MIDC water supply Regulations 1973 and further modifications to the same. Separate approval for effluent/ water supply connection is to be obtained from the Executive Engineer, prior to start of the actual construction work.

12) Plans for any future additions, alterations or extensions will have to be got approved from this office as well as departments competent to do so.

13) The present approval to the plans does not pertain to approval to the foundation and RCC members, foundations etc. It is only locational approval to the site/plot.

14) In case any power line is passing through the plot, the plot holder should obtain their letter specifying the vertical and horizontal clearance to be maintained accordingly.

15) Whenever a compound wall and gate is constructed, the gate should open towards the plot. If the plot is facing on two or more sides of the road then gate shall be 1.5 m away from the corner of junction or roads.

16) The waste effluent from the treatment work shall be soaked in a soak pit if sewerage lines are not available in the area. In case sewerage system, of MIDC is functioning.

effluent shall be connected to the drainage mainline after getting the drainage plans approved for sewerage system. The effluent shall be pretreated conforming to the standard by Maharashtra Pollution Control Board of Govt. of Maharashtra, after obtaining their consent under section 23 of the MPWA Act.

17) Plot holders shall make his own arrangement for 24 hours storage of water, as uninterrupted water supply cannot be guaranteed.

18) In case, water stream is flowing through the plot allotted, the plot holder has to be ensure that the maximum quantity of rain water that flow at the point of entry of stream is allowed to flow uninterrupted through the plot and into the point of out flow of the original stream. The points of entry and exit of the natural stream not be changed. The detailed plans, section and design for allowing maximum excess discharge of rain water through the plot have to be furnished to the office and no filling of plot and diversion of rains should be undertaken unless a written permission for the work proposed is taken from the Executive Engineer.

19) This permission stands cancelled, if no construction work is started within 12 (Twelve) months from the date of issue of this letter or the date given in the agreement to lease to start construction work whichever is earlier. The date of starting construction work and date of completion shall be informed to the Executive Engineer in charge immediately. The construction shall be completed within period given in the lease agreement.

20) The breach of any rules stipulated will render the plot-holder liable for action as provided in MIDC, Act 1961 (B) of 1960 and regulations made there under and also terms of lease agreement and schedule of penalties prescribed by the Corporation for this purpose.

21) Department has got powers to add, amend, vary or rescind any provisions of regulations from time to time as it may deem fit, and the plot-holder has to be abide by these rules and regulations.

22) As soon as the building work is completed, the plot-holder shall approach the Executive Engineer, MIDC, Civil Division Ambemath, to get the work verified and number shall not be occupied unless building completion certificate is obtained from this office.

23) This approval is subject to permission of competent authority under Urban Land (Ceiling & Regulations) Act, 1972.

24) The plot-holder within a period of one year from the date of signing of lease, shall plant at least one tree per 100 Sq. m. of plot area along the boundary. In addition, he shall also plant one tree per 15 m. on the frontage of the plot inside the plot and maintain the trees so planted in good condition throughout the lease agreement to lease and lease agreement.

25) The cessment provided is to be used only for agricultural purposes. If any manufacturing activities are allowed, provision of toilet is not allowed at the site.



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21] The plot holder shall inform the Executive Engineer to check up the layout of the building when the plinth level of building is completed. This is an obligatory condition to be done at the initial stage only.

22] The plot holder has paid:-  
 (a) Development charges amounting to Rs. 49,67,360/- vide DR. No. 167966 dt. 17/03/2016  
 (b) Penalty fees amounting to Rs. 16000/- vide DR No. 167966 dt. 17/03/2016.

23] The plot number shall be displayed at main entrance of plot.

24] The plot holder shall construct ETP/GTP as per MPCB norms.

25] Foundation conditions:- The plot holder shall be ensure that, the foundation of the building/structure shall rest on the firm strata and not on made up/filled ground. The soil test and structure consultant appointed by the owner shall be held solely responsible in this condition.

26] The plans are approved for flatted type industrial buildings as per the regulation issued by Hon. C.O., MIDC vide Be. 343/CA/egal/196/2012 dated 03/07/2012. All the terms and conditions mentioned in this circular is binding on you & shall be followed scrupulously.

27] The plot holder shall form Co-operative society of all the flats holders. (All flats of flats)

28] The plot holder shall provide all infrastructural facilities to the flats as provided on the subject plot.

29] The plot holder shall allot industrial flats to non-polluting & non-hazardous industries only.

30] All provisions that are suggested during environment clearance to the project by the committee shall be strictly adhered with. It is observed during scrutiny of plans that you have made some modifications in the building plans which are submitted for obtaining environment clearance. Hence it is necessary to get approved the modified plans from Environment Clearance Committee before commencement of work.

31] All provisions of provisional Fire NOC issued by Fire Deptt. Vide letter numbered of Dr. No. 2 under reference shall be strictly followed.

The undersigned reserves the right to amend/suggest any additional conditions, if, due to statutory provisions amended from time to time in the interest of corporation.

It is hereby requested to go carefully through the conditions of this letter and take any actions accordingly.

Yours faithfully,  
 Executive Engineer & SPA  
 MIDC, Civil Division,  
 Ambernath.



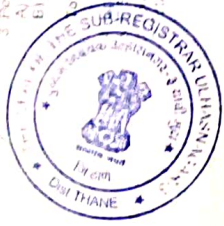
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EE/AMS/A-82448/2015, dated- 15/03/2015 issued by the Office of the Executive Engineer,  
 MIDC, Civil Division, Ambernath, (V)  
 Name of Industrial Area: Ambernath Industrial Area.  
 Addressed to: M/s Empire Industries Ltd., Plot No. 22, Ambernath.

Sr. No.	Dr. No.	Name of Architect	Description	Ground floor area in m <sup>2</sup>	Mezzanine floor area in m <sup>2</sup>	Basement floor in m <sup>2</sup>	Roof in m <sup>2</sup>	Mezzanine Floor in m <sup>2</sup>	Roof in m <sup>2</sup>	Basement Floor in m <sup>2</sup>	Total area in m <sup>2</sup>
1	14	Mr. Jaydeep Datta Lic. No. CA55718483 for M/s. Pragus Consulting Pvt. Ltd.	Previously approved Flatted type Indl. Building plans vide EE/AMS/A-19355 / of 2015	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	3465.00
			Block No. A3	2173.64	524.69	231.79	231.79	231.79	231.79	231.79	3465.00
			Block No. B4	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	3465.00
			Block No. B3	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	3465.00
			Block No. B2	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	3465.00
			Block No. B1	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	3465.00
			Total	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	3465.00
2			Present approval for Flatted type Indl. Building	468.91	1620.73	315.91	315.91	315.91	315.91	315.91	2468.48
			Block No. A1	1471.22	329.53	231.79	231.79	231.79	231.79	231.79	2468.48
			Block No. B2	324.72	468.91	231.79	231.79	231.79	231.79	231.79	2468.48
			Block No. B3	2173.64	524.69	231.79	231.79	231.79	231.79	231.79	2468.48
			Block No. B4	524.69	2436.03	231.79	231.79	231.79	231.79	231.79	2468.48
			Total	2640.28	2041.48	315.91	315.91	315.91	315.91	315.91	4688.91
			Grand Total	4688.91	1620.73	315.91	315.91	315.91	315.91	315.91	2468.48

REMARKS:-  
 1 Area under demolition.  
 2 Total PFA area  
 3 Permissible built up area for  
 A) Flatted type Indl. Building  
 B) Industrial Area

Total permissible BU area  
 10109.46 M<sup>2</sup>  
 17408.83 M<sup>2</sup>  
 615.40 M<sup>2</sup>  
 2250.24 M<sup>2</sup>  
 622.50 M<sup>2</sup>



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Executive Engineer  
 MIDC, Civil Division,  
 Ambernath.

- 1) This statement showing of Drawing approved
- 2) Copy of approved drawings
- 3) Copy to be sent to the Regional Officer MIDC Wagle Estate, Thane for lease information
- 4) Copy to the Deputy Engineer, MIDC Sub Division, Ambernath for information
- 5) Copy to the Tax Officer, Ambernath Municipal Council for information
- 6) Copy to the architect



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ANNEXURE  
EMPIRE INDUSTRIES LIMITED  
The Industrial Estate Specifications

Sl. No.	Particulars	Specifications
	Structure	G+3 RCC Framed structure with RCC mezzanine floor @ 2.6 Mtr height
A	RCC Structure	G+3 RCC Framed structure without any expansion joint with mezzanine floor @ 2.6 Mtr height with RCC staircase
B	RCC Beam & Slab Layout	Industrial Flat Slab with flat beams for extra usable height
C	Plinth	Plinth Height 4 Feet Height with loading including parking concrete paver blocks & concrete road around the building
D	Back Yard & Surrounding Area	Designated area at Gr floor Level. Individual meter will be provided
E	Master Room	Provision of overhead tank for Every Building
F	Water	Well Connected network for entire project
G	Sewerage network	Provision of two Passenger and two goods lift (2 lifts)
H	Chain Pulley System	Chain Pulley arrangement for heavy goods lifting
I	Slab Columns Beams	Slab height 16'-5" (15.90m) inclusive of slab thickness RCC slab in Concrete to take a safe live load of 600 kg/sqmt Mezzanine to take safe live load of 500 kg/sqmt Internal Staircase to Mezz Extended Chajja at Mezz Level for AC outdoor unit
J	Flooring	Kotah Stone for Internal Gala Area Kotah Stone for Internal Common areas All Toilets Ceramic Tile flooring & wall cladding Vitrified Tile flooring / Kotah flooring on Mezzanine Area
K	Walls & Ceiling	External walls 200 mm thick, Internal walls 150 mm thick Block Masonry Internal plaster 12 mm thick Ceiling plaster 6 to 8 mm thick External 18 to 25 mm thick sand faced plaster
L	Openings	MS Rolling shutters with manually operated gears, outside painted Both side Painted flush doors 2 Hr fire rated door at fire exit
M	Window	All Window sill will be in Green Marble Aluminum Sliding windows 60"x40" with 2" intel level. On external face Ventilator in internal faces it's RCC Grill Anodized Aluminum sliding windows
N	Main Staircase	RCC staircase with Kotah stone finish
O	Plumbing	Concealed Plumbing Cpvc pipe for internal water supply Upvc SWR pipe
P	Internal Paint	Oil bound distemper on walls surface White CBD to Ceiling surface
Q	External Paint	2 coats Water proof cement paint
R	Fin Floor (Second Floor) Third Floor Specification	
A	Floor to Floor height	Slab height 16'-5" (15.90m) inclusive of slab thickness
B	Slab Column	RCC slab in Concrete to take a safe live load of 600 kg/sqmt

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ANNEXURE-10

**CORE INFRASTRUCTURE:**

**ENTRANCE GATE AND SECURITY CABIN:**

- Well planned sliding MS gate with security cabins at entry and exit point

**ROADS AND CARRIAGEWAYS:**

- Concrete roads with dedicated utility duct/ corridors for services cables and pipes along road side
- 21m wide central road for the park
- 11m wide, internal branch roads
- Road illuminated with Street illumination.
- Paved area for car and truck parking

**POWER:**

- Dedicated space for MSEDCL switching station
- All individual buildings with electrical rooms and separate electric meters

**WATER:**

- Supply of Water from MIDC/ Maharashtra Jal Pradhikaran
- Central underground water tank to store water for Domestic, Fire, Flushing and rain water harvesting tank.

**FIRE FIGHTING SYSTEM**

- Dedicated water storage at central underground water tank for firefighting as per CFO norms
- Fire extinguishers, fire hose reel in each staircase
- Min. 6 meter wide peripheral space for fire tender movement.

**DRAINAGE & SEWAGE**

- Collection of sludge from individual units through a network system.
- Use of recycled water for flushing and gardening
- Provision for Sewage Treatment Plant with latest technology with low maintenance

**WASTE MANAGEMENT**

- Collection bins for individual units and common area
- Segregation of bio-degradable waste

**STORM WATER MANAGEMENT**

- Provision for Storm water drainage network
- Slopes of road and building planned to drain water
- All storm water drain covered by RCC drain cover.



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OTHER OUTGOINGS AND PAYMENTS TO BE PAID:

I. Society Maintenance & Deposit to be paid at the time of possession:		
Sr. No.	Particulars	Charges/Fees (Rs.)
1	12 Months Maintenance Charges	28,080
2	Security Deposit (4months)	9,360
Total		37,440

II. Other Charges to be paid at the time of possession:		
Sr. No.	Particulars	Charges/Fees (Rs.)
1	MSEB Meter Charges	45,000
2	Power Connection Charges	30,000
3	Water Connection Charges	10,000
4	Society Formation Charges	10,000
5	Club Membership Fees	50,000
Total		1,45,000

III. Processing fees to be paid at the time of execution of this Agreement:		
Sr. No.	Particulars	Charges/Fees (Rs.)
1	Transfer NOC Fees	45,000
2	Consent To Mortgage Fees	22,500
3	Tri-Partite NOC Fees	82,500
4	Legal Fees	
Total		264,940
Total (I+II+III)		



NOTE:- The Client consents and undertakes to pay other Outgoings and Payments as mentioned hereinaabove or as per actual whichever is higher.

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WINDING SYSTEM & CHARGE

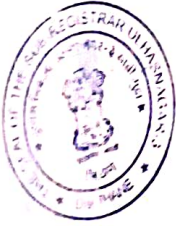
- Risk Survey
- Load Capacity
- L10 and L15 rotation speed
- Brake/Free Clutch
- Gearbox

TRAFFIC MANAGEMENT SYSTEM

- 2 loading bays to accommodate 20 feet containers in each building.
- Adequate in parking and truck parking spaces.

OTHER AMENITIES

- Complete Overlook & Maintenance Centre
- Trade and Marketing Centre
- Support Service Sheds
- Financial Centre
- Medical Centre
- Modular Facilities
- Road Lights



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MTP Form No. 9

FORM NUMBER	MH000013450201617R	NAME	Form ID	Date
Department/Off		Payee Details		
Receipt Type	JE	Dept. ID (if Any)		
Office Name	ULHS ULHASNAGAR 3 JT SUB REGISTRAR (Location)	PAN No. (If Applicable)	HRANAAAC070P	
Year	Period From: 02-04-2016 To: 31-03-2019	Roll No.		
Project	Amount Rs.	Block No.	MHC PLOT NO 22	
8930946401-75	500.00	Promoter/Bldg	22P 22C	
0030803301-70	500.00	Road/Street	CHIVHI GILI	
	0.00	Area/Locality	KAMBI RITTAH	
	0.00	Town	THANE	
	0.00	District	Maharashtra	
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Total	1000.00	Amount in word/Only	Supers One Thousand	
Payment Details	IDBI Net Banking	FOR USE IN RECEIVING BANK		
Payment ID	86658484	Bank CIN No.	09103332015040200702	
Check/DD Details		Date	02-04-2016	
Request DD No.		Bank Branch		
Name of Bank	IDBI BANK	Roll No.		
Name of Branch				



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**SPECIFIC POWER OF ATTORNEY**

TO ALL TO WHOM THESE PRESENTS SHALL COME I, MS. VISHAKHA HASMUKH PUROHIT, Constituted Attorney of EMPIRE INDUSTRIES LIMITED, a Company duly incorporated and registered under the Companies Act, 1913, and having its office at Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, SEND

**Define**

1. **Executed Documents**

'Executed Documents' means all those documents which are executed (signed) by Ms. Vishakha Hasamukh Purohit, Constituted Attorney of EMPIRE INDUSTRIES LIMITED (The Company), on behalf of the Company, in relation to the below mentioned project with regards to giving on lease to the prospective Assignee the components i.e. Industrial Estate Buildings (IEB) with Estate Units, Industrial Support Services Buildings (ISSB) with Industrial Support Services Units (ISSU), Residential Building (RB) with Residential Units (RU), Commercial Buildings (CB) with Commercial Units, Infrastructure Utilities etc. to be set up by the Company in the below mentioned Flatted Industrial Township. Such executed documents include Agreement for Assignment / Lease Deed / Deed of Cancellation / Deed of Rectification / Surrender of Lease, Tripartite Agreement, Quadripartite Agreement (Four Partite Agreement) and / or any other deeds and or documents as may be necessary and/or incidental thereto, etc. as the case may be

**WHEREAS**

1. The Company is setting up a Flatted Industrial Township known as "Empire Industrial Centre", (hereinafter referred to as "Flatted Industrial Township") situated, lying and being at the MIDC Plot, being Plot No. 22R, 22C in Ambernath Industrial Area, within the Village Limits of Chikholi, Taluka Ambernath, District Thane, addressing 1.41.402 Sq. Mts. (hereinafter referred to as 'said Property')

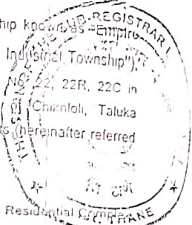
The said property which comprises of Industrial Complex, Residential Complex as per Common Lay Out by constructing Industrial Estate Buildings (IEB) with Estate Units, Industrial Support Services Buildings (ISSB) with Industrial Support Services Units (ISSU), Residential Building (RB) with Residential Units (RU), Commercial Buildings (CB) with Commercial Units, Infrastructure Utilities etc. The said Industrial Complex is known as "Empire Industrial Hub", Residential Complex is known as "Empire Residential Complex" & Commercial Complex is known as "Magadha Commercial Complex"

The aforesaid components i.e. the said Industrial Estate Buildings (IEB) with Estate Units, Industrial Support Services Buildings (ISSB) with Industrial Support Services Units (ISSU), Residential Building (RB) with Residential Units



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Signature of Executant

Signature of Constituted Attorney



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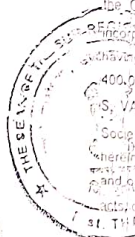
(RU), Commercial Buildings (CB) with Commercial Units, in the Empire Industrial Centre being given on lease basis to the prospective Assignee vide documents such as Agreement for Assignment and such other documents may be further needed to execute / rectification and registered such as Lease Deed, Deed of Cancellation, Deed of Rectification, Surrender of Lease, Tripartite Agreement, Quadripartite Agreement (i.e. Four Partite Agreement) and all other documents incidental thereto

4. In view of the above, I, as such Constituted Attorney of the Company and in my personal capacity have to execute / rectification and registered such as Lease Deed, Deed of Cancellation, Deed of Rectification, Surrender of Lease, Tripartite Agreement, Quadripartite Agreement (i.e. Four Partite Agreement) and all other documents incidental thereto

5. In view of my official pre-occupation, I am unable to present myself before the concerned Sub-Registrar of Assurances and/or such other registering authorities to lodge and admit execution of all such documents executed by me either in my official capacity or in my personal capacity as aforesaid.

6. I therefore, propose to appoint, nominate and constitute jointly and severally MR. PARAG S. VAGAL, an adult, residing at Building No. 12, Flat No. 420, Dignity Cooperative Housing Society, Near Kedamath Mandar, Nehru Nagar, Kurla (East), Mumbai - 400 024, to be my true and lawful attorney to lodge and admit execution before the concerned registering officials all such deeds, documents, writings, undertakings etc. executed to be executed by me as aforesaid.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESSETH THAT I, MS. VISHAKHA HASMUKH PUROHIT in my individual and personal capacity and also in my capacity as the Constituted Attorney of EMPIRE INDUSTRIES LIMITED, a company duly incorporated and registered under the provisions of Indian Companies Act, 1913, and having its office at Empire Complex, 414, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013, do hereby constitute, nominate and appoint jointly and severally MR. PARAG S. VAGAL residing at Building No. 12, Flat No. 420, Dignity Cooperative Housing Society, Near Kedamath Mandar, Nehru Nagar, Kurla (East), Mumbai - 400 024, hereinafter called 'THE SAID ATTORNEY' to be my true and lawful attorney in my name and on my behalf to jointly and severally execute and perform for any of the above mentioned deeds, writings and things that is to say:



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Signature of Executant



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Signature of Constituted Attorney





Empire Industries Limited

January 28, 2016

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS AT ITS MEETING HELD AT THE REGISTERED OFFICE OF THE COMPANY ON JANUARY 28, 2016 CERTIFIED UNDER SECTION 21 OF THE COMPANIES ACT, 2013

**AUTHORITY TO MS. VISHAKHA PUROHIT - EMPIRE INDUSTRIAL CENTRUM**

The Chairman informed the Board that in connection with the operation of "EMPIRE INDUSTRIAL CENTRUM" project situated at MIDC Plot No. 22, 22A, 22B in Ambernath Industrial Area, Ambernath MIDC, Village-Chikhlioli, Taluka-Ambarnath, District - Thane. Ms. Vishakha Purohit is to be authorized for signing and submitting various documents on behalf of the Company. After some discussion, the following resolution was passed:

"RESOLVED THAT MS. VISHAKHA PUROHIT, General Manager Accounts of EMPIRE INDUSTRIES LIMITED ("The Company") is hereby appointed and authorized as a lawful Attorney for signing and submitting on behalf of the Company all Agreements, Deeds, Agreement for Assignment, Lease deeds, Power of Attorney, Tripartite Agreement, Quasi-partite Agreement, Leave & License Agreements, Memoranda, Undertakings, Documents, Writings and Papers as may be required to be executed by the Company for its Project "EMPIRE INDUSTRIAL CENTRUM" situated at MIDC Plot No. 22, 22A, 22B in Ambernath Industrial Area, Ambernath MIDC, Village-Chikhlioli, Taluka-Ambarnath, District - Thane and to admit the execution of the aforesaid documents by representing and appearing before the Registrar or Sub-Registrar of Assurances, Ambernath or such other Statutory Authorities."

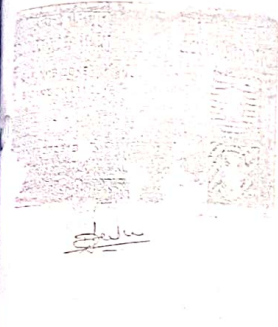
"RESOLVED FURTHER THAT the Common Seal of the Company be affixed to the documents, if necessary, in the presence of any one of the Directors of the Company, viz., Mr. S. C. Malhotra, Director - Finance & Company Secretary."

"RESOLVED FURTHER THAT a copy of the aforesaid resolution, be furnished to the appropriate authorities as may be considered necessary and requested to act thereon."

**S. K. GULATI**  
Director-Finance & Company Secretary  
No A2224  
CIN: L4720MH1490PLC00076  
Regd. Office: Empire Complex, 414, Senapati Bazar Marg  
Lower Parel, Mumbai 400 013, India  
Tel: 66255122 - 124 242910



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EMPIRE INDUSTRIES LTD.  
AUTHORIZED SIGNATORY



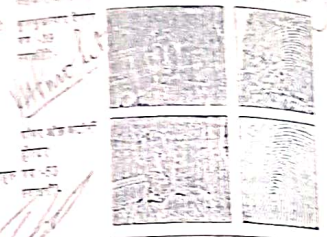
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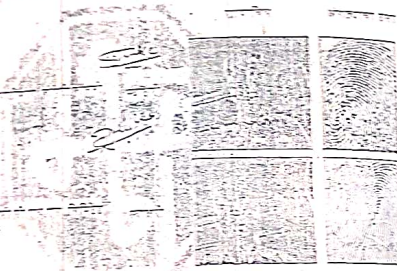


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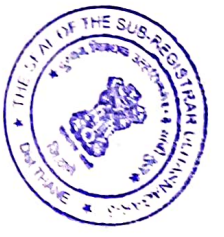


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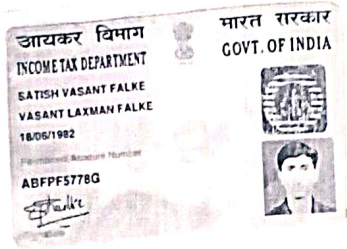
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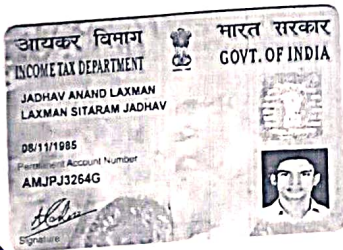
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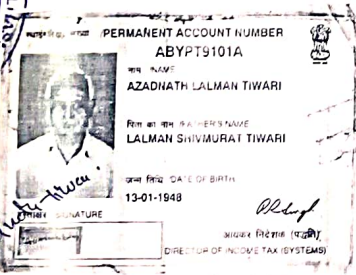
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*Jadhav*



*Azadnath Tiwari*

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# हमीपत्र

या हमीपत्राद्वारे घोषित करण्यात येते की, दिनांक 27 / 03 / 2019 रोजी या दस्तासोबत निवासी/वाणिज्य या स्थावर मिळकती सोबत वाहनतळ विकत घेण्यात / विकत देण्यात आलेले नाही.

दिहून घेणार सही

*[Signature]*

दिहून देणार सही

*Azadnath Tiwari*



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22/03/2019  
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दस्त गोपवारा भाग-2

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दस्त क्र. 2964/2017

दस्त क्र. 3/2964/2017

दस्ताचा प्रकार :- माहेरदव्याचे हस्तांतरणपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	वय	ध्यावचित्र	अंगठ्याचा ठसा
1	नाव: एम्नाथर इंडस्ट्रिज लिमिटेड तसे अधिकृत स्वाक्षरी कर्ता विशाखा पुरोहित तसे कु. सु. धारक परम एम वयळ पत्ता: 414, -, एम्नाथर कॉम्प्लेक्स, मैनापती वारड नार्थ, लोअर रिंग, डेकॉम्प्ले रोड, MAHARASHTRA, MUMBAI, Non-Government पिन संवर: AAACE2757R	निवृत्त वेगार	वय :- 54 स्वाक्षरी:-		
2	नाव: मे. अमता आर्ट प्रिंटर्स तसे प्रोजेक्ट आवादाय लालमन निवारी पत्ता: प्लॉट नं. डी-५, माळा नं. -, इमारतीचे नाव नाताल इस्टेट, एम. वे. डीमोझा कॅम्पस, अर्का नं. कमाती ऑडल मिलच्या वयळ, चांदिवली रोड, रोड नं. माकीताका, मुंबई, महाराष्ट्र, मुंबई. पिन संवर: ABYPT9101A	निवृत्त वेगार	वय :- 68 स्वाक्षरी:-		

वरील दस्तऐवज करत वेगार तयारकृत माहेरदव्याचे हस्तांतरणपत्र चा दस्त ऐवज करत दिव्याचे कवुन करतात.  
शिक्का क्र.3 ची वेळ: 24 / 03 / 2017 05 : 26 : 31 PM

शेकवः-  
बालीन इमम अने निवेदीत करतात की ते दस्तऐवज करत वेगार-यातां व्यक्तीगः शेकवतात, व त्यांची शेकव पदावितात

अनु क्र.	पक्षकाराचे नाव व पत्ता	ध्यावचित्र	अंगठ्याचा ठसा
1	नाव: आनंद लक्ष्मण जाधव वय: 29 पत्ता: ३/७, गणेश कृपा बाळ, शंकर पावणे रोड, समर्थ नगर, काटेनागिबली, कल्याण पूर्व पिन कोड: 421306		
2	नाव: मनीश वसंत फलके वय: 34 पत्ता: धोबीघाट, विलिंडिंग नं. १३ आ पाठीमागे, कोपरी कॉलनी, ठाणे पूर्व पिन कोड: 400603		

शिकका क्र.4 ची वेळ: 24 / 03 / 2017 05 : 29 : 11 PM

शिक्का क्र.5 ची वेळ: 24 / 03 / 2017 05 : 29 : 36 PM नोंदणी पुस्तक 1 नम्वे

Sub Registrar Ulhasnagar 3

उहण - ३  
दस्त क्र. 2964/2017  
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2964 /2017

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प्रमाणित करण्यात येत की, या दस्तऐवजास जोडलेली पुरत कायदापत्रे या अर्थाने व खरी आमने तयारित झाली. इच्छित जाळतून प्रत्येक नोंदणी आघनियेक १०० चे कलम २ अन्वये हाण्यात कारबाहीची सक्ती स्थलीत उभाकरण्यात येईल.

॥ श्री. अजय ॥  
 ॥ श्री. अजय ॥  
 Ajay Maheshwar



प्रमाणित करण्यात येत की, या दस्तऐवजास जोडलेली पुरत कायदापत्रे या अर्थाने व खरी आमने तयारित झाली. इच्छित जाळतून प्रत्येक नोंदणी आघनियेक १०० चे कलम २ अन्वये हाण्यात कारबाहीची सक्ती स्थलीत उभाकरण्यात येईल.

पुरत: प्रमाणित २१/३/२०  
 दिनांक २१/३/२० १५०  
 प्रमाणित करणारा अधिकारी ३ अर्थाने तयारित झाली.

उपह न - ३  
 दर्शन क्र. २१६२/२०१७  
 ५०१ ५०८