

प्राथमिक करारनामा नमूना (सुधारित)
(Draft Agreement to Lease) (Revised)

An Agreement made at _____ the ____ day of _____ Two Thousand _____ BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mah III of 1962) and having its Head Office at Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai-400 093. hereinafter called "the Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part.

AND

Shri/Smt. _____ carrying on a business as Proprietor in the name and style of M/s. _____ having his/her place of business at _____ hereinafter called the "Licensee" (which expression shall, unless the context does not so admit include his heirs, executors, administrator and permitted assigns) of the Other Part .

OR

Sarvashri, _____, _____ & _____ carrying on a business in partnership in the name and style of M/s. _____ having their Office/place of business at _____ hereinafter called the "Licensees" (which expression shall, unless the context does not so admit include partners of the firm for the time being and from time to time, their survivors or survivor, and their respective heirs, executors, administrator and permitted assigns) of the Other Part

OR

M/s. _____ a Company incorporated under the Companies Act 1956/Companies Act, 2013 and having its registered office at _____

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hereinafter called the "Licensee" (which expression shall, unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part .

WHEREAS, The Grantor/Lessor is a Govt. of Maharashtra undertaking constituted under the provisions of aforesaid MID Act, 1961 is holding the land acquired by the State Govt. under Chapter VI of MID Act for the purpose of securing rapid & orderly establishment of Industrial area & Industrial estates in the State of Maharashtra & to assist generally in the growth, development, management & organization of Industrial area/ estates & is empowered by the Govt. of Maharashtra to make available the Plot of land/sheds/ units / gallas on such land, to entrepreneurs/ undertakings to establish themselves in such areas on payment of premium to Grantor/Lessor, on certain terms & conditions as prescribed by & on behalf of the State Government.

WHEREAS the Licensee/Licensees has/have applied to the Grantor for the grant to him/them/her/it of a Lease of land and premises hereinafter described which the Grantor has agreed to grant to him upon certain terms and conditions Recitals

AND WHEREAS before signing this Agreement, the Licensee/Licensees has/have paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation , Mumbai (Herein after called " The Chief Executive Officer)", the sum of Rs. _____ (Rs. _____) being the amount of premium payable by the Licensee/Licensees.

NOW IT IS HEREBY MUTUALLY AGREED as follows:

1. During the period of _____ years from the date hereof the Licensee/Licensees shall have license and authority only to enter upon the piece of land bearing Plot/Gala/Shed/Unit No. _____ admeasuring _____ sq.m. in _____ Industrial Area (hereinafter referred to as the "Demised Premises"), more particularly described in the first schedule hereunder - written and delineated on the plan annexed hereto and thereon surrounded by a red coloured boundary line for the purpose of building and executing works thereon as Grant of License.



hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be a bare Licensee only of the Demised Premises at the same rent and subject to the same terms as if the Lease had been actually executed.

2. Nothing in these presents contained shall be constructed as demise in law of the said Demised land hereby agreed to be demised or any part thereof. So as to give to the Licensee/Licensees any Legal interest therein until the Lease hereby contemplated shall be executed and registered but the Licensees shall only have a License to enter upon the said Demised Land for the purpose of performing this Agreement.

Not to
demise

3. The Licensee/Licensees hereby agree to observe and perform the following stipulations that is to say:-

(a) The Maharashtra Industrial Development Corporation is declared as Special Planning Authority (SPA) for its industrial areas in accordance with the Section 40(1A) of MR&TP Act-1966. Accordingly the Licensee/Licensees as far as possible within 6 months from the date hereof submit to the SPA, of the said industrial area (hereinafter called "the SPA " which expression shall include any other officer to whom the duties and functions of the said SPA may be assigned) for its/his approval the specifications, plans, elevations, sections and details of the factory building hereby agreed by the Licensee/Licensees to be erected on the said Demised Land and the Licensee/Licensees shall at their own cost and as often as Licensee/Licensees may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the SPA and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the SPA and signed by him the Licensee/Licensees shall sign and leave with SPA three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee/ Licensees and the SPA.

Submission
Of plans for
Approval

(b) The said Demised Land shall be fenced in during construction by the Licensee/Licensees at his/their/ expense in every respect.

Fencing
during
construc
tion



(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder written as also Municipal regulations so far as the same are applicable to the Demised Land the subject of these presents nor until the No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation and said plans and elevations shall have been so approved as aforesaid and thereafter Licensee shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.

No work to begin until plans are approved

(d) (i) That Licensee/Licensees as far as possible within 6 months from the date hereof or from the date of possession whichever is earlier commence and within a period of _____ years from the said date at Licensees own expense and in a substantial and workman like manner and with new and sound materials and in compliance with the Building Regulations set-out in the Second Schedule applicable thereto and strictly in accordance with the plans, elevations details and specifications to the satisfaction of the SPA and conformably to the building lines marked on the plan hereto annexed and Building Regulations set out in the Second Schedule hereunder written, build and complete atleast 20% of the construction of a building together with all requisite drains and other proper conveniences thereto, start production and obtain BCC/Occupancy Certificate. The Licensee shall also complete the balance construction within a period of 10 years from the date of expiry of development period as aforesaid (regardless to the extension period granted if any) as per the Detailed Project Report (DPR) submitted by the Licensee and/or as modified from time to time with due approval of the Grantor. In the event the Licensee does not comply with this condition the Grantor shall have the right to resume the Demised Land or any unutilized portion thereof in accordance with the prevailing policy.

Time limit for commencement and completion of construction work.

(ii) The Licensee also agrees that in the event during the term of the lease the Licensee utilizes the Demised Land for the purpose other than specified herein without prior permission of the Grantor, the Grantors shall have right to resume the Demised Land or any unutilized portion thereof in accordance with the prevailing policy.

Planting of Trees the periphery of the plot.

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(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees in the periphery of the said plot to be kept open to sky of the Demised Land within the Demised Premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted per 200 Square Meters and one tree at a distance of 15 Meters on the frontage of road or part thereof but within the Demised Premises.

(f) The lessee shall pay all existing and future central, state or local duties, taxes, levies, assessments or other outgoings of every description whatsoever for the time being payable either by Grantor/ Lessor/Licensee/Lessee or by the occupier of the demised premises and anything for the time being thereon including service tax or any other tax of a like nature in respect of the property of lease/license thereof wherever applicable including but not limited to any duties, taxes, levies, assessments, interest, penalties or other outgoings of any description that may become payable whether pursuant to a change in law or any demands made by any authority or consequent to any order passed by a Court, Tribunal or other authority since the commencement of the lease deed or Agreement to lease.

**Rates and
Taxes**

(g) (i) That the Licensee/Licensees shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules and Regulations framed thereunder in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee/Licensees of notice in that behalf such recurring fees or service charges may be recovered from the Licensee/Licensees as an arrears of land revenue under the provisions of the Maharashtra Land Revenue Code 1966 (XLI of 1966) together with interest thereon at prevailing rate from the date of default in payment.

**Fees or
Service
Charges to
be paid by
the
licensee**



(ii) "All charges including rent, recurring fees, service charges due and payable by Licensee, if not paid within time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Grantor from time to time.

(h) That Licensee/Licensees shall keep the Grantor indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.

Indemnity

(i) Not at any time during the period of this demise cause any damage to any of the infrastructure provided by the Grantor in the said Industrial Area or to Grantor's property. In the event such of damage the Grantor may by notice to the Licensee call upon them to rectify the damages and upon Licensee failure to do so within a reasonable time, Grantor may rectify the same at expense in all respect of the Licensee.

Not to
cause any
damage.

(j) That Licensee shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary arrangement for the laborers and workman employed during the construction of the building on the said Demised Land in order to keep the said Demised land and its surroundings clean and in good condition to the entire satisfaction of the SPA and shall not, without the consent in writing of the SPA, permit any laborers or workman to reside upon the said Demised Land and in the event of such consent being given shall comply strictly with the terms thereof.

Sanitation

W. M. S.

(k) (i) The Licensee shall duly comply with the provision on the Water (Prevention & Control of Pollution) Act, 1974. The Air (Prevention & Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules and regulations made thereunder as also with any conditions which may from time to time be imposed by the Maharashtra Pollution Control Boards constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the Provision of the Water (Prevention of pollution) Act, 1974 The Air (P&C of P) Act, 1981 and the environment (Protection) Act, 1986 and amendments issued from time to time.

ii) If applicable the Grantor/SPA shall direct the Licensee to become a member of Common Effluent Treatment plant (CETP) and the Licensee shall follow such direction of the SPA/ Grantor and observe the Criteria/ Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Grantor.

Members-hip of CETP

(l) The Licensee/Licensees shall not make any excavation upon any part of the said Demised Land nor remove any stones, earth or other material there from except so far as may, in the opinion of the officer authorized by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized by this Agreement.

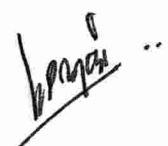
Excavation

(m) That Licensee/Licensees shall as soon as any building to be erected on the said Demised Land shall be roofed insure and keep insured the same "in the name/s of" the Licensee/Licensees against damage by fire in an Insurance Company having an office in Mumbai for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, Policy or Policies of insurance and receipts for the payment of last premium and will forthwith apply all moneys received by virtue of such insurance in re-building or reinstating the building.

Insurance

(n) (i) That Licensee/Licensees shall not directly or indirectly transfer, assign, sell, encumber or part with his/their/its interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same

Benefit of agreement not assignable



subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

(ii) If the Licensee/Licensees has/have not taken prior consent from the Grantor for transfer of interest in whatsoever manner the Grantor may give show cause notice in writing to the Licensee/Licensees and after giving them a reasonable opportunity, the Grantor shall be entitled to terminate the Agreement and resume the possession of the Demised Land in case the Licensee/Licensees fails to show sufficient cause to the satisfaction of the Grantor.

(o) That Licensee shall not at any time do, cause or permit any nuisance in or upon the said Demised land and in particular shall not use or permit the said Demised land to be used for any industry set out in the Indicative List as stated in Third Schedule hereunder written for any purpose which may be offensive by reason of emission or odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board, Central Pollution Control Board & Ministry of Environment & Forest, Govt. of India with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia dust, smoke, gas, or otherwise howsoever.

Nuisance

(p) That Licensee will at own cost construct and maintain an access road leading from the Estate Road to the said Demised Land in strict accordance with the specifications and details prescribed by the SPA:

Access
Road

(q)(i) That in employing skilled and unskilled labour, the Licensee shall give first preference to the persons who are able-bodied and fulfilling general qualifications as prescribed by the Licensee and whose lands are acquired for the purpose of the said Industrial Area.

Preference
in
employment
of labour

ii) The Licensee shall also endeavour to employ the local persons considering their knowledge of handling and operating the equipment/machineries used by the Licensee and fulfilling the general qualifications as prescribed by the Licensee.

hama

(r) EHV Sub-Station: In the event the power requirement of the Licensee is more than 5 MVA, the Licensee shall provide space within the Demised Premises of an area having the required size and shall at its own costs construct the EHV-132/220KV Sub-Station and for that purpose the Licensee shall plan the land requirement considering the land requirement of EHV Sub-Station.

Provision of
EHV Sub-
Station

4. Should the SPA not approve the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Grantor may issue a show cause notice in writing to the Licensee/Licensees and after giving them a reasonable opportunity terminate this Agreement if the Licensee fails to show sufficient cause to the satisfaction of the Grantor. In the event the possession of the Demised Land has been given to the Licensee, the Grantor may re-enter upon the Demised Land and thereupon the Demised Land shall be resumed by the Grantor.

Power to
terminate
Agreement.

5. Until the factory/commercial/residential building and work have been completed and certified as completed in accordance with clause-7 hereof the Grantor shall have the following rights and powers: -


Power of
Grantor

(a) The right of the Chief Executive Officer, the Executive Engineer and the Officers and Servants of the Grantor acting under the directions either of them at all reasonable times to enter upon the said Demised Land to view the state and progress of the work and for all other reasonable purpose.

To enter or
Inspect

(b) (i) In Case the Licensee/Licensees fails to complete the said factory/commercial/residential building within the time as specified in this Agreement and in accordance with the stipulation hereinbefore contained (time-in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on Licensee's part herein contained,

To resume
land.



right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said Demised Land and everything thereon and there upon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said Demised Land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee/Licensees for the same and without making any payment to the Licensee/Licensees for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against the Licensee/Licensees.

- (ii) To continue the said Demised Land in the Licensee/Licensees occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer and
- (iii) To direct removal or alteration of any building or structures erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed cause the same to be carried out and recover the cost of carrying out the same from the Licensee/Licensees as an arrears of land revenue.
- (c) All building materials and plant which shall have been brought upon the said Demised Land by or for the Licensee/Licensees for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of Demised Land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper material) shall be removed from the said Demised Land without the previous consent of the Grantor until after the grant of the completion certificate mentioned in clause 7 thereof.

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6. Notwithstanding any such default as aforesaid, the Chief Executive Officer, may in his discretion either give show cause notice to the Licensee/Licensees of his intention to terminate the Licensee's Agreement herein contained and after giving it a reasonable opportunity if the Licensee fails to show sufficient cause to the satisfaction of the Chief Executive Officer then the Chief Executive Officer shall be entitled to terminate the Agreement or the Grantor or may fix any extended period for the completion of the factory/commercial/residential building and the works for said period mentioned in this Agreement if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee/Licensees or force Majeure events such as floods, earthquake, storms and such other natural disasters and thereupon the obligations there under of the Licensee/Licensees to complete the factory/commercial/residential building and to accept a lease shall be taken to refer to such extended period without charging any additional premium. However, in the event the Licensee is unable to complete the building and works within the prescribed time for reasons other than situation beyond the control of the Licensee or the Force Majeure events then the Grantor shall be entitled to charge additional premium at the rate to be determined by the Grantor at the relevant time.

Extension
of time

7. As soon as the SPA has certified that the factory/commercial/residential building and works have been erected in accordance with the terms hereof and if the Licensee/Licensees shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee/Licensees will accept a Lease (which shall be executed by the parties in duplicate) of the said Demised Land for the term of Ninety five years/____ years from the date hereof or from the date of possession whichever is earlier at the yearly rent of Rupee one.

Grant
of
Lease

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Annexure annex hereto -written with such modifications, conditions and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate also the lease and its duplicate shall be borne and paid by the Licensee/Licensees alone.

Form
of
Lease

Handwritten signature

9. All notices, consents, approvals be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorized by him and any notice to be given to the Licensee/Licensees shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee/Licensees or the Engineer or the Architect of the Licensee/Licensees at the usual or last known place of residence or business or on the said Demise Land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said Demised Land. **Notices**
10. The Grantor in the capacity of Special Planning Authority may at any time and from time to time alter the layout, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said Demised Land forms part and the Licensee/Licensees shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor. **Grantor may alter Estate Rules**
11. That the Licensee/Licensees shall observe and conform the provisions of MID Act, 1961 as well as all rules, regulations and policies of the Grantor framed under the said Act from time to time. **Provisions of MID Act applicable**
12. The stamp duty and registration charges in respect of the preparation and execution of this Agreement and its duplicate including the costs, charges and expenses of attorneys of the Grantor shall be born and paid wholly and exclusively by the Licensee/Licensees. **Cost and Charges to be borne by the Licensee.**
13. The marginal notes do not form part of this Agreement and they shall not be referred to for the construction and interpretation thereof. **Marginal Notes.**
14. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Grantors Development Control Regulations the latter shall prevail. **Conflict between Agreement and Rules.**

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15. For the purpose of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/Regional Officer/Area Manager and any other officer specially authorized by the Chief Executive Officer.

IN WITNESS WHEREOF SHRI/SMT. _____, the _____ of the Maharashtra Industrial Development Corporation, has for and on behalf of the aforesaid, of the Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf

AND SHRI/SMT. _____, has for and on behalf of the aforesaid M/s. _____ the Licensee/Licensees hath hereunto set his/their hand/affixed the common seal of the Company the day and year first above written.

WMS

FIRST SCHEDULE

(Description of Demised Land)

All the piece of land known as Plot/Gala/Shed/Unit No.(s) _____ in the _____ Industrial Area, within the village limits of _____ and outside the limits of _____ Municipal Council, Taluka _____, District _____ containing by admeasurement _____ Square Meters or thereabouts and bounded as follows, that is to say:

On or towards the North by : _____

On or towards the South by : _____

On or towards the East by: _____

On or towards the West by: _____

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SECOND SCHEDULE

(Building Regulations)

1. The Development Control Regulations prescribed by the Grantor and amendments made thereto from time to time applicable in MIDC Industrial Area shall be applicable for development of plot/shed/Gala/Unit in this Industrial Area.
2. The Licensee/Licensees shall utilise the periphery of the plot for the purpose of planting trees. At least one tree shall be planted per 200 Square Meters and one tree at a distance of 15 Meters on the frontage of road or part thereof but within the demised premises.
3. The Licensee/Licensees shall not use the land for any purpose except the permissible use/activity allowed by the Grantor. It shall not be used for obnoxious industries, an indicative list whereof is set out in the Third Schedule hereunder written.
4. The Licensee/Licensees shall obtain a No Objection Certificate from the Department of Environment/ Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said pollution Board shall not commence any construction on the said plot before obtaining such No Objection Certificate.
5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorized by the Grantor and no addition or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee/Licensees during the period of construction of buildings. Where more than one Licensee is concerned with the same

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boundary mark, the officer authorized by the Grantor shall allocate this obligation suitably.

7. No temporary or semi-permanent structure shall be build on the plot except during the period of construction (or reconstruction in future).
8. 3 set of the specifications, plans elevations and sections as approved by the SPA shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE

(Indicative List of Obnoxious Industries)

1. Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
2. Cement Manufacture.
3. Gelatine or glue manufacture of processes involving recovery from fish or animal offal.
4. Manufacture or storage of explosives or fire-works.
5. Fat rendering.
6. Fat, tallow, grease or lard refining or manufacture.
7. Pyroxylin manufacture.
8. Garbage, offal or dead animals reductions, dumping or incineration.
9. Stock-yard and/or for the exclusive purpose of slaughter of animals or fowls.
10. Tanning, curing or storage of raw hides or skins.
11. Wool pulling or scouring.
12. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

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SIGNED, SEALED AND DELIVERED BY

SHRI _____

The Chief Executive Officer/Dy. Chief Executive

Officer/ Regional Officer/Area Manager

of the withinnamed Maharashtra Industrial

Development Corporation

in the presence of :-

1) _____

2) _____

SIGNED, SEALED AND DELIVERED BY THE

abovenamed Licensee/Licensees

In the presence of ____

1) Signature _____

Name _____

Address :- _____

2) Signature _____

Name _____

Address : _____

Handwritten signature

The Common Seal of the

Abovenamed Lessee was, pursuant to a Resolution

Of its Board of Directors passed in

that behalf on the _____ day

of _____ 20 _____ affixed hereto in

the presence of :

1) _____

2) _____

Director (s) of the Company

Who, in token of having affixed

the Company's Seal set his hand/their

respective hands hereto,

in presence of :

1. _____

2. _____

W. J. C.
W. J. C.

अंतिम करारनामा नमूना (Draft Lease Agreement)

Annexure

(Form of Lease)

THIS LEASE made at _____ the _____ day of _____ Two
Thousand _____ BETWEEN MAHARASHTRA
INDUSTRIAL DEVELOPMENT CORPORATOIN, a Corporation constituted under the
Maharashtra Industrial Development Act, 1961 (Mah.III of 1962) and having its Head Office at
Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (E), Mumbai-400
093. hereinafter called "the Lessor" (which expression shall, unless the context does not so
admit, include its successors and assigns) of the One Part.

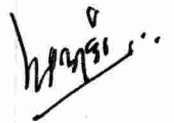
AND

Shri/Smt. _____ carrying on a business as Proprietor in the name and style of
M/s. _____ having his/her place of business at _____
hereinafter called the "Lessee" (which expression shall, unless the context does not so admit
include his heirs, executors, administrator and permitted assigns) of the Other Part .

OR

Sarvashri _____, _____ & _____ carrying on a business in partnership in
the name and style of M/s. _____ having their Office/place of business at
_____ hereinafter called the "Lessee" (which expression shall, unless the
context does not so admit include partners of the firm for the time being and from time to time,
their survivors or survivor, and their respective heirs, executors, administrator and permitted
assigns) of the Other Part.

OR



M/s. _____ a Company incorporated under the Companies Act 1956/Companies Act, 2013 and having its registered office at _____ hereinafter called the "Lessee" (which expression shall, unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part .

OR

WHEREAS

(A) The Grantor/Lessor is a Govt. of Maharashtra undertaking constituted under the provisions of aforesaid MID Act, 1961 is holding the land acquired by the State Govt. under Chapter VI of MID Act for the purpose of securing rapid & orderly establishment of Industrial area & Industrial estates in the State of Maharashtra & to assist generally in the growth, development, management & organization of Industrial area/ estates & is empowered by the Govt. of Maharashtra to make available the Plot of land/sheds/ units / gallas on such land, to entrepreneurs/ undertakings to establish themselves in such areas on payment of premium to Grantor/Lessor, on certain terms & conditions as prescribed by & on behalf of the State Government.

(B) By an Agreement to Lease dated the _____ day of _____ 20____ and made between the Lessor of the One Part and Lessee/Lessees of the Other Part. The Lessor agreed to grant to the Lessee/Lessees upon the performance and observance by the Lessee/Lessees of the obligations and conditions contained in the said Agreement to Lease, a Lease of the piece and parcel of Demised Land and premises admeasuring approximetaly _____ squere meters or thereabouts in _____ industrial Area bearing Plot/Shed/Gala/Unit No. _____ hereinafter referred to as the Demised Land and more particularly described in Schedule I hereunder written and demarcated by red colour boundary line on the plan annexed hereto.

Recitals

(C) The said Agreement to Lease is registered with the Sub-Registrar of Assurances, _____, Under Serial No. _____ on _____ day of _____.

The Lessee/Lessees has/have paid the Stamp Duty of Rs. _____ (Rupees _____ only) on the _____ day of _____ 20____ on the Agreement to Lease dated _____ on the amount of the premium of Rs. _____ (Rupees _____ only)

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- (D) At the request of the Lessee/Lessees, the Lessor handed over the possession of the Demised Land to the Lessee/Lessees on the ____ day of _____ 20____ and the Lessee/Lessee has/have completed _____% construction on the Demised Land as per the plans approved by the Lessor and obtained Occupation Certificate (OC)/Building Completion Certificate (BCC) from the Lessor.
- (E) The Lessee/Lessees has/have now requested the Lessor to execute lease in favour of the Lessee/Lessee which the Lessor has agreed to do on the terms and conditions stipulated hereunder.

NOW THIS LEASE WITNESSETH as follows:

1. In consideration of the Demised Land of the sum of Rs. _____ (Rupees _____) paid by the Lessee/Lessees to the Lessor as towards land premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee/Lessees hereinafter contained the Lessor doth hereby demise unto the Lessee/Lessees ALL that piece of land known as Plot/Shed/Galla/Unit No. _____ in the _____ Industrial Area, and within Village limits of _____ Taluka and Registration sub-District _____ District and Registration District _____ and outside the limits of _____ Municipal Council, Taluka _____ containing by admeasurements _____ square Meters or thereabouts and more particularly described in the First Schedule here underwritten and bounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter standing and being thereon (hereinafter referred to as "Demised Land") AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the Demised Land unto the term of _____ years computed from the First day of _____ 20_____ subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules there under PAYING THEROF yearly rent of rupee one / rupees _____ during the said Term unto the Lessor at the Office of the Chief

Description
of Land

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Executive Officer of the Lessor (hereinafter referred to as "CEO") which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required by the Lessor. The said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

2. The Lessee/Lessees with intent to bind all persons into whosoever hands the Demised Land may come doth/do hereby covenant with the Lessor as follows :
- Covenants by the Lessee
- a) During the said Term hereby created to pay unto the Lessor the said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions. To pay Rent.
- (b) The lessee shall pay all existing and future central, state or local duties, taxes, levies, assessments or other outgoings of every description whatsoever for the time being payable either by Grantor/ Lessor/Licensee/Lessee or by the occupier of the demised premises and anything for the time being thereon including service tax or any other tax of a like nature in respect of the property of lease/license thereof wherever applicable including but not limited to any duties, taxes, levies, assessments, interest, penalties or other outgoings of any description that may become payable whether pursuant to a change in law or any demands made by any authority or consequent to any order passed by a Court, Tribunal or other authority since the commencement of the lease deed or Agreement to lease. To pay rates and taxes
- c) i) Throughout the said Term hereby created to pay to the Lessor from time to time such recurring fees/charges in the nature of service charges as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or the Rules framed thereunder by the Lessor in respect of the amenities or common facilities provided by the Lessor. The Lessee/Lessees shall pay such charges/ recurring fees within thirty days from the date of issue of demand notice/invoice by the Lessor. To pay fees or service charges

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ii) All charges including rent, recurring fees, service charges due and payable by Lessee/Lessees, if not paid within the stipulated time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time.

- (d) The Lessee shall at its own expense maintain the trees so planted in good condition throughout the Term hereby created under these presents. At least one tree shall be planted per 200 Square Meters and one tree at a distance of 15 Meters on the frontage of road or part thereof but within the Demised Land. **Planting of trees in the periphery of the plot.**
- (e) Not to make any excavation upon of the said Demised Land or any part thereof nor remove any stone sand, gravel, clay or earth there from except for the purpose of forming foundations of building or for the purpose of executing any work pursuant to the terms of this Lease. **Not to excavate**
- (f) Not to erect any building, erection or structure except compound wall, steps, garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed or make any alteration, construction, erection or addition in the structure erected/constructed on the Demised Land as per the sanctioned plans without the prior written consent of the Special Planning Authority of the said Industrial Area (hereinafter referred to as "SPA " which expression shall include any other Officer to whom the duties or functions of the said SPA, may be assigned.) **Not to erect beyond building line**
- (g) The Lessee/Lessees having at its own expense constructed an access road leading from the main road to the Demised Land as delineated on the plan hereto annexed and thereon coloured red shall at all times hereafter maintain the same in good order and conditions to the satisfaction of the SPA. **Access Road**



- (h) (i) The Lessee shall duly comply with the provision of the Water (Prevention & Control of Pollution) Act, 1974. The Air (Prevention & Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 as may be amended from time to time and the rules made thereunder as also with any other conditions which may from time to time be imposed by any concerned statutory authorities under the said act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise whatsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.
- To comply with the Provision of the Water (Prevention of pollution) Act, 1974 The Air (P&C of P) Act, 1981 and the environment (Protection) Act, 1986 and amendments issued from time to time.
- ii) If applicable the Lessor/SPA shall direct the Lessee to become a member of Common Effluent Treatment plant (CETP) and the Lessee shall follow such direction of the SPA/ Lessor and observe all the rules and regulations prescribed by the concerned authorities for the disposal of effluent from time to time and produce the proof thereof to the Lessor.
- Membership of CETP
- (i) Not at any time during the Term erect any building, erection or structure on any portion of the said Demised Land except in accordance with the Plans Sanction by the SPA and in accordance with the said Building Regulations setout in the Second Scheduled hereto as well as Regulations framed by the Lessor from time to time in this regard.
- To build as per agreement
- (j) That no additional building or erection to be erected hereafter unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee/Lessees in triplicate for scrutiny of and be approved in writing by the SPA and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations and regulations made from time to time.
- Plans to be submitted before building.
- (k) To indemnify and keep indemnified the Lessor against any and all claims damages, losses which may be caused to any Infrastructure provided by the Lessor or to any adjoining buildings or other premises and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Lessor, or by Municipality or any Local Authority in respect of the said works or of anything done under the authority herein contained.
- Indemnity

W. M. S.

- (l) Not at any time during the Term cause any damage to any of the infrastructure provided by the Lessor in the said Industrial Area or to Lessor's property. In the event such of damage the Lessor may by notice to the Lessee call upon them to rectify the damages and upon Lessees failure to do so within a reasonable time, Lessor may rectify the same at expense in all respect of the Lessees. **Not to cause any damage.**
- (m) The Lessee shall complete the balance construction within a period of 10 years from the date expiry of development period granted under Agreement to Lease regardless to the extension period granted if any hereof as per the Detailed Project Report (DPR) submitted by the Lessee and/or as modified from time to time with due approval of the Lessor. In the event the Lessee does not comply with this condition, the Lessor shall have right to resume the Demised Land or any unutilized portion thereof in accordance with the prevailing policy. **Completion of balance construction.**
- (n) The Lessee shall at all times during the Term to observe and conform to the said Building Regulations set-out in the Second Schedule and to all bye-laws, rules and regulations of the Lessor. **To build according to rules**
- (o) To observe and confirm to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient Latrine facility, accommodation and other sanitary arrangements for the labourers, workmen and for its employees. Other staff employed on the Demised Land in order to keep the Demised Land and surroundings clean and in good condition to the satisfaction of the SPA and shall not without the previous consent in writing of the SPA permit any labourers or workman to reside upon the Demised Land premises and in the event of such consent being given shall comply strictly with the terms thereof. **Sanitation**

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- (p) That no alteration or additions shall any time be made to the façade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the SPA. **Alterations**
- (q) Throughout the said Term at the Lessee/Lessees expense well and substantially to repair pave, cleanse and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the SPA. The said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto. **To repair**
- (r) To permit the Lessor or the Chief Executive Officer or the SPA the and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the Demised Land and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee/Lessees call upon him/it/them to execute the repairs and upon Lessee's failure to do so within a reasonable time the Lessor may do such repairs at the expense in all respect of the Lessee/Lessees. **To enter and inspect**
- (s) Not to do or permit any thing to be done on the demises premises which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity. **Nuisance**
- (t) (i) To use the Demised Land only for the purpose of _____ as approved by the Lessor but not for the purpose of a factory for any of the obnoxious industries as indicated in the annexure set out in the Third Schedule hereunder- written and not to use the Demised Land or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Prevention of Water Pollution Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid effluvia, dust, smoke, gas or otherwise howsoever. **User**
- (ii) The Lessee also agrees that in the event during the term of the lease the Lessee utilizes the Demised Land for the purpose other than specified herein without prior permission of the



Lessor, the Lessor shall have right to resume the Demised Land or any unutilized portion thereof in accordance with the prevailing policy.

(u) To keep the Buildings already erected or which may hereafter be erected on the said Demise Land excluding foundations and plinth insured in the name/s of the Lessee/Lessees against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) with some well established insurance office in Mumbai and on demand, produce to the SPA the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said Demised Land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue or any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the SPA AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee/Lessees will reinstate and repair the same to the satisfaction of the SPA and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.


Insurance

(v) At the expiration or sooner the determination of the Term quietly to deliver to the Lessor, the Demised Land and all erections and building then standing or being thereon PROVIDED always that the Lessee/Lessees shall be at liberty if Lessee/Lessees shall have paid the rent and all Municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to themselves all buildings, erections, structures and materials from the Demised Land but so nevertheless the Lessee/Lessees shall deliver the possession of the Demised Land as aforesaid to the Lessor levelled and put in good order and proper condition to the satisfaction of the Lessor all land from which such buildings erections or structures may have been removed.

Delivery of possession after expiration

(w) (i) Not to assign, underlet or part with the possession of the Demised Land or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such condition as he may think fit including the conditions for

Not to assign



payment of premium and in any event not to assign, underlet or transfer the Lessee/Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

(ii) If the Lessee has not taken prior consent from the Lessor for transfer of interest in the Demised Land in whatsoever manner, the Chief Executive Officer may give notice in writing to the Lessee/Lessee's for termination of this Lease unilaterally.

(x) Subject to 'Not to Assign' Clause as stated hereinabove, if the Lessee/Lessee's shall sell, assign or part with the Demised Land for the then residue of the Term to deliver at the Lessee/Lessor's expenses within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act, or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignments to be registered with Lessor

(y) (i) That In employing skilled and unskilled labour, the Lessee/Lessee's shall give first preference to the person/s who are able-bodied and fulfilling general qualifications as prescribed by the Lessee and whose lands are acquired for the purpose of the said Industrial.

To give preference in employment of Labour

ii) The Lessee shall also endeavour to employ the local persons considering their knowledge of handling and operating the equipment/machineries used by the Lessee and fulfilling the general qualifications as prescribed by the Licensee.

(z) In the event of death of the Lessee/Lessee's permitted assignee or assignees of the Lessee/Lessee's being a natural the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

Notice in case of death.



- (zz) In the event the power requirement of the Lessee/Lesseees is more than 5 MVA, the Lessee/Lesseees shall provide space within the Demised Land of a required size and shall at its own costs construct the EHV-132/220KV Sub-Station and for that purpose the Lessee/Lesseees shall plan the land requirement considering the land requirement of EHV Sub-Station. **Provision of EHV Sub-station**
3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee/Lesseees hereunder shall be in arrear, the same may be recovered from the Lessee/Lesseees as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code 1966 (XLI of 1966) together with interest thereon at prevailing rate from the date of default in payment. **Recovery of Rent fees etc. as land revenue**
4. If the said rent hereby reserved or recurring fees or service charges or any other charges payable by the Lessee/Lesseees hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee/Lesseees hereinbefore contained and the Lessor may re-enter upon any part of the Demised Land in the name of the whole and thereupon the term hereby granted and right to any renewal there of shall absolutely cease and Lease the shall be determine and in that case no compensation shall be payable to the Lessee/Lesseees on account of the building or improvements built or carried out on the Demised Land or claimed by the Lessee/Lesseees on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry herein before contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee/Lesseees or left on some part of the Demised Land a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee/Lesseees in remedying such breach or breaches within three months after the giving or leaving of such notice. **Rent, fees Etc. in arrears**

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5. The Lessor doth hereby covenant with the Lessee/Lessees that the Lessee/Lessees paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee/Lessees part contained shall and may peaceably enjoy the Demised Land or the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Lessor's
Covenant
For
peaceful
enjoyment

6. The layout of the _____ Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby Demised Land may be altered by the Lessor in the capacity of Special Planning Authority from time to time as the Lessor, thinks fit and the Lessee/Lessees shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Alteration
of estate
rules

7. That the Lessee shall observe and conform the provisions of Maharashtra Industrial Development Act, 1961 as well all rules, regulations and policies of the Lessor framed under the said act from time to time.

Provisions
of MID Act
applicable

8. All notices, consents, approvals and no objection certificates to be given under this Lease shall be in writing and shall unless otherwise provided herein be signed by the CEO or any other Officer authorized by him and any notice to be given to the Lessee/Lessees shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Lessee/Lessees.

Notices

9. If the Lessee/Lessees duly performed and observed the covenants and conditions on the part of the Lessee/Lessees hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the Demised Land premises then Lessee shall give notice in writing of such desire to the Lessor at least six months before

Renewal
of Lease.



the expiration of the Term hereby granted. The Lessor shall and will at the cost and expense in every respect of the Lessee/Lessees grant to the Lessee/Lessees a new Lease of the Demised Land for a further term of 95 years/_____ years on payment of rent as may be determined by the Lessor and on such changes in existing Lease as agreed upon between the parties.

- (10) The stamp duty, registration charges and all other charges in respect of the preparation, execution and registration of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee/Lessees. **Cost and charges to be borne by the Lessee.**
- (11) The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof. **Marginal Notes.**

IN WITNESS WHEREOF SHRI/SMT. _____, the _____ of the Maharashtra Industrial Development Corporation, has for and on behalf of the aforesaid, of the Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf

AND SHRI/SMT. _____, has for and on behalf of the aforesaid M/s. _____ the Lessee/Lessees hath hereunto set his/their hand/affixed the common seal of the Company the day and year first above written.

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FIRST SCHEDULE

(Description of land)

All the piece or parcel of land known as Plot /Shed/Gala/Unit No.(s)- _____ in the _____ Industrial Area, within the village limits of - _____ and outside the limit of _____ Municipal Council _____ Taluka and Registration, Sub-District _____, and Registration District _____ containing by admeasurement _____ Sq.Mtrs. or thereabouts and bounded by _____ coloured boundary lines on the plan annexed hereto, that is to say:

On or towards the North by :

On or towards the South by :

On or towards the East by :

On or towards the West by :

Wings

SECOND SCHEDULE

(Building Regulations)

1. The Development Control Regulations prescribed by the Grantor and amendments made thereto from time to time applicable in MIDC Industrial Area shall be applicable for development of plot/shed/Gala/Unit in this Industrial Area.
2. The Lessee shall utilise the periphery of the plot for the purpose of planting trees. At least one tree shall be planted per 200 Square Meters and one tree at a distance of 15 Meters on the frontage of road or part thereof but within the demised premises.
3. The Lessee shall not use the land for any purpose except the permissible use/activity allowed by the Lessor. It shall not be used for obnoxious industries, an indicative list whereof is set out in the Third Schedule hereunder written.
4. The Lessee shall obtain a No Objection Certificate from the Department of Environment/ Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said pollution Board shall not commence any construction on the said plot before obtaining such No Objection Certificate.
5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorized by the Lessor and no addition or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee during the period of construction of



buildings. Where more than one Lessee is concerned with the same boundary mark, the officer authorized by the Lessor shall allocate this obligation suitably.

7. No temporary or semi-permanent structure shall be build on the plot except during the period of construction (or reconstruction in future).
8. 3 set of the specifications, plans elevations and sections as approved by the SPA shall be submitted to the Executive Engineer for record and to enable him to grant No Objection.

THIRD SCHEDULE

(Indicative List of Obnoxious Industries)

1. Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
2. Cement Manufacture.
3. Gelatine or glue manufacture of processes involving recovery from fish or animal offal.
4. Manufacture or storage of explosives or fire-works.
5. Fat rendering.
6. Fat, tallow, grease or lard refining or manufacture.
7. Pyroxylin manufacture.
8. Garbage, offal or dead animals reductions, dumping or incineration.
9. Stock-yard and/or for the exclusive purpose of slaughter of animals or fowls.
10. Tanning, curing or storage of raw hides or skins.
11. Wool pulling or scouring.
12. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

W. J. S.

SIGNED, SEALED AND DELIVERED BY

SHRI _____

The Chief Executive Officer/ Dy. Chief Executive

Officer/ Regional Officer/Area Manager

of the withinnamed Maharashtra Industrial

Development Corporation

in the presence of :-

1) _____

2) _____

SIGNED, SEALED AND DELIVERED BY THE

Above named Lessee/Lesseees

In the presence of _____

1) Signature _____

Name _____

Address :- _____

2) Signature _____

Name _____

Address : _____

Handwritten signature/initials

The Common Seal of the

Abovenamed Lessee was, pursuant to a Resolution

Of its Board of Directors passed in

that behalf on the _____ day

of _____ 20 _____ affixed hereto in

the presence of :

1) _____

2) _____

Director (s) of the Company

Who, in token of having affixed

the Company's Seal set his hand/their

respective hands hereto, in presence of :

1. _____

2. _____

The End

W. S. ...