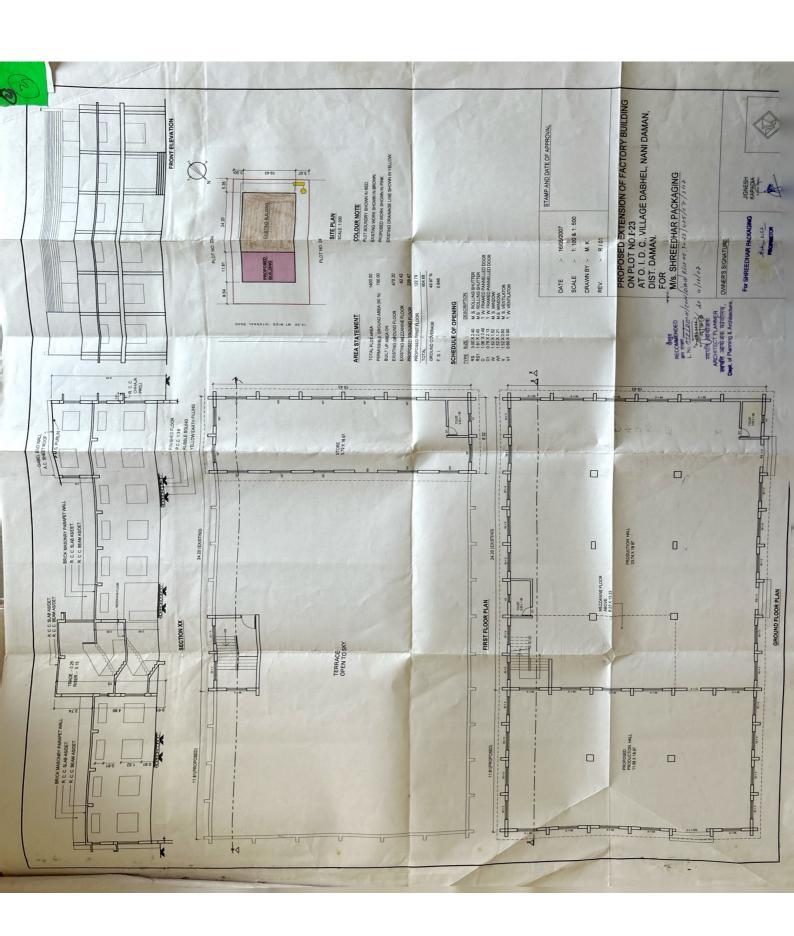
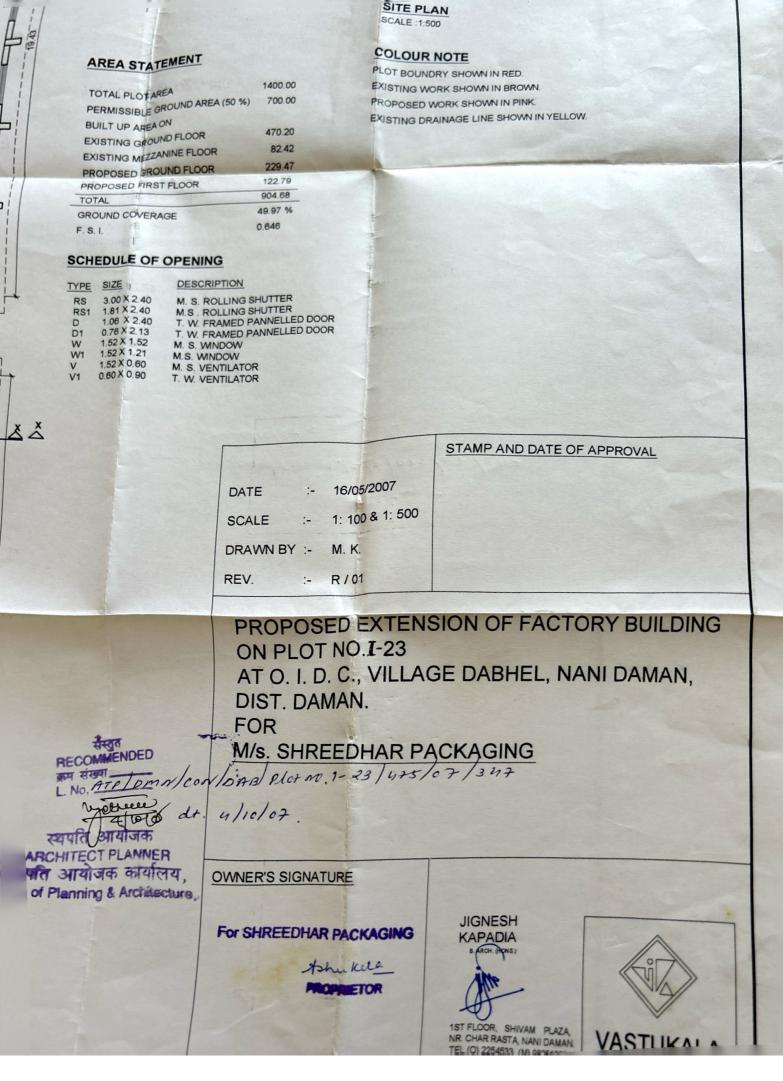
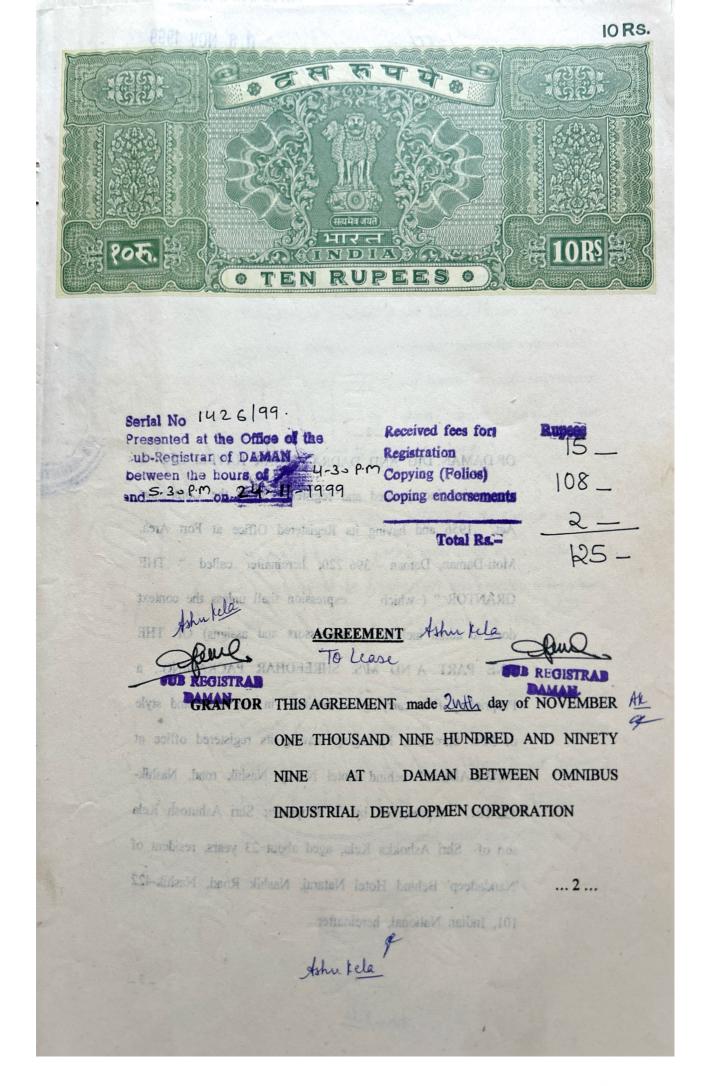


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AGREEMENT John I cla To Lease. GRANTOR :- O. I. D. C. DAMAN LICENSEES :- M/s. SHREEDHAR PACKAGING DABHEL - DAMAN :- PLOT NO. I-23 PROPERTY MAHATMA GHANDHI UDYOGNAGAR INDUTRIAL ESTATE, DABHEL-DAMAN.



guature Of Vendor Name of parties to Agent Town MARKET NILETY THE ALT THE DANNET A B NOV 1999 Shrusto padagint

SEES

context does not so admit include his heirs, executors,

administrators and permitted assigns) OF THE OTHER PART

WHEREAS the Grantor is seized and possessed of

called "THE LICENSEES" (which expression shall unless the

LICEN-

RECITALS

OF DAMAN, DIU AND DADRA, NAGAR HAVELI LTD. 8 Act, 1956 and having its Registered Office at Fort Area, corporation incorporated and registered under the Companies

(hereinafter. referred to as "the said Lands").

shown surrounded by green colour boundary line

particularly described in the schedule hereunder written and

Taluka Daman, Sub-District and District Daman and more within the jurisdiction of village panchayat of Dabhel

delineated on the plan thereof hereto annexed and thereon

or parcels of land or ground situated at village Dabhel or otherwise well and sufficiently entitled to all those pieces

section 17(1) of the Land Acquisition Act 1894; 3-1-96/LQN/390 dated 19/06/1997 under section 6 read with the said lands vide Acquisition order made under notification AND WHEREAS the Grantor acquired

estate known as Mahatma Gandhi Udyog Nagar Industrial foresaid the Grantor developed the same into an industrial Estate") by constructing internal roads and water power Estate (hereinafter referred to as "the said Industrial AND WHEREAS after acquiring the said lands as a

of Ms. Shreedhar Packaging, having its registered office at

Proprietory firm carrying on business in the name and style

"NANDADEEP" behind Hotel Natraj, Nashik road, Nashik-422 101. represented by its Proprietor Shri Ashutosh Kela

101, Indian National, hereinafter

Ashur Kila

Nandadeep' Behind Hotel Nataraj, Nashik Road, Nashik-422 son of Shri Ashokka Kela, aged about 23 years, resident of ONE PART A ND M/S. SHREEDHAR PACKAGING., a

does so admit include its successors and assigns) OF THE

GRANTOR " (which expression shall unless the context Moti-Daman, Daman - 396 220, hereinafter called " THE

Ashu kda

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thereon and for carrying on industrial activities; connection therein and sub-divided the said lands into to Entrepreneurs for setting up Industrial Units plots for the purpose of granting them on a lease

中 17 from the Likth day of November 1999 and on the terms and conditions hereinafter contained; 1-23 , situated in the said Industrial Estate and more Grantor agreed to do for a period of 66 years commencing particularly described in the second schedule hereunder written and the premises hereinafter described which the Grantor for grant to the Licensees of a lease of plot no AND WHEREAS the Licensees applied to the

Licensees to the Grantor. Thousand only) being the amount of premium payable by the Grantor the sum of Rs. 11,20,000/- (Rs. Eleven Lacks Twenty Licensees have paid to the Managing Director of the AND WHEREAS before execution of these presents

only of the said plot and save and except as hereinafter whatsoever nature in the said plot. hereto annexed as Fifth Schedule is granted in their favour provided and unless a lease in terms of the draft thereof referred to the licensees shall be deemed to be bare licensees expressly agreed that until grant of the Lease as is hereinafter hereinafter provide and for no other purpose whatsoever. It is constructing a building and executing works thereon as surrounded by red coloured boundary line for the purpose of delineated on the plan annexed hereto and thereon shown described in the second schedule hereunder written and and Sub-District and District Daman and more particularly Jurisdiction of village Panchayat of Dabhel, Taluka Daman, Industrial Estate ") situated at village Dabhel, within the

DEMISE NOT A (2) Nothing in these presents shall be constructed as a demise in law of the said plot hereby agreed to be demised or

licensee shall have no claim, right or interest of

AS FOLLOWS :-

NOW IT IS HEREBY MUTUALLY AGREED

John Kila

Ashu kila

LICENCE OF GRANT the said plot of land bearing No. 1-23 , (hereinafter referred th. (1) During the period of two years from the date hereof the Licensees shall have license and authority only to enter upon

to as "the said plot") in the Mahatma Gandhi Udyog Nagar

Industrial Estate (hereinafter referred to as " the said

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performing and carrying out the terms and conditions of this agreement licence to enter upon the said plot for the purpose of the meantime the Licensees shall be deemed to have only contemplated shall have been executed and registered and in therein until as a foreside a lease thereof as herein any part thereof so as to give the Licensees any legal right

perform the following stipulations and conditions i.e. to say:-The Licensees hereby agree to observe and

APPROVAL any other officers to whom the duties and functions of the

said officer of the Grantor may be assigned) for his approval

OF PLANS SSION

(a)

Grantor in charge of the said Industrial Estate (hereinafter

date hereof submit to the Superintending Engineer, OIDC of the

The Licensees will within Six months from the

called "the said officer") (which expression shall include



OF PLOT FENCING construction of the factory building by the Licensees at their (b) own cost and expense in every respect; agreed upon between the said officer and the Licensees. stipulations which may be imposed by the said officer The

said

plot shall be fenced

PLANS APPROVED applicable to the said plot nor until a No Objection Certificate TO BEGIN infringe any of the Building Regulations set out in the Third NO WORK (c) Committee, Daman, Diu & Dadra & Nagar Haveli Board Rules, Regulations and Bye-Laws so far as the same are Schedule hereunder written as also the Municipal and or local the rules made thereunder as provide in the said Building under the Water Prevention and Control of pollution Act 1974 and Air (Prevention and Control of Pollution) Act. 1981 and shall have been obtained from the Pollution Control No work shall be commenced which will

Ashu Kila

will produce the same before the said officer and will supply specifications, elevation, section and details and if so required

Ashu kila

at their own costs and expenses and as often as they may be on the said plot and the Licensees hereby agree that they shall factory buildings hereby agreed by the Licensees to be erected the plans, specifications, elevation, sections and details of the

upon to do amend so all or any of such plans

to him such details as may be called for and when such

plans, specification, elevation, section, and details shall be

Licensees shall sign and leave with him three copies thereof

finally approved by the said officer and signed by him the

and also three signed copies of any further conditions or

make any alterations or additions thereto unless such alterations approved as aforesaid and thereafter the Licensees shall not Regulations and the said Plans, elevations, shall have been so previously; and additions shall have been in like manner approved

RUCTION COMPLE-AND CEMENT COMMEN-MIT FOR TIME LIconformably to the building lines marked on the plan hereto (b) all requisite drains and other proper conveniences thereto. occupation a building to be used as an industrial factory with elevations and details to the satisfaction of the said officer and and in strict accordance with the plans, specifications, years from the said date complete at their own cost and from the date hereof commence and within a period of two schedule hereunder written built and completely finished fit for building Rules, Regulations and Bye-Laws applicable thereto annexed as also the Building Regulations set out in the third with new and sound material and in compliance with the expense and in a substantial and workmanlike manner and The Licensees shall within a period of One year

NITY. INDEM-SERVICE (h) of the execution of the aforesaid works and Panchayat or any other local authority in respect of the said payment howsoever which during the progess of the work may plots or other premises by such constuction or in consequence and damage which may be caused to any adjoining building or against any act deed matter or thing and against all claims works or of anything done under the authority herein payable or The Licensees shall keep the Grantor indemnified demanded by the Muncipality/Gram

John Kela

OF TREES a period of one year from the date hereof plant trees in the

open space on the periphery of the said plot (one tree per 50

Sq.metres and one tree at a distance of 15 metres on the

PLANTING (e) The Licensess shall at their own expenses within

so planted in good condition throughout the term hereby agreed to be cerated under these presents frontage of the road or part thereof) and shall maintain the trees

FEES TAXES AND RATE 3 claims and outgoings chargeable against the owner or occupier The Licensees will pay all rates, taxes, charges,

Ashu Kela

SANIthereof: labourer to reside upon the said plot and in the event of such consent in writing of the said officer permit any workman or satisfaction of the said officer and shall not without the surroundings clean and in good condition to the entire the said plot in order to keep the said plot and its employed during the construction of the factory building on and other sanitary arragements for the labourers and workmen time being and shall provide sufficient latrine, accommodation (1) way relating to public health and sanitation in force for the conform to all the rules, regulations and bye-laws of the local authorities concerned or any other statutory regulations in any being given shall comply strictly with the terms The Licensees shall observe and perform and

The second secon

Agreement;

or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing works authorised by this

TION.

upon any part of the said plot nor remove any stone, earth

The Licensees will not make any excavation

O

provision or condition as aforesaid;

otherwise howsoever and shall indemnify and keep indenified the Grantor against the consequency of any breach or non compliance of any such

INSU-

RANCE

be erected on the said plot shall be roofed insure and keep the same insured in the joint names of the Grantor and the Licensees against loss or damage by fire and such other risks as may be prescribed by the Grantor in an Insurance Corporation having an office in Daman and to be approved by the Managing Director of the Grantor (hereinafter referred to as "the Managing Director") for an amount equal to the cost of such building and will on request produce to the Managing Director the policy or policies of insurance and receipt for payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

WITH THE Act, 1974 and Air (Prevention and Control of Pollution) Act,
WATER & 1981 and the rules made thereunder as also any conditions
AIR POLLU- which may from time to time be imposed by the Pollution
TION CON- Control Committee, Daman, Diu and Dadra & Nagar Haveli
TROL ACTS. constituted under the said Act as regards the collection.

treatment and disposal or discharge of effluent or waste or

Shu tila

COMPLY

provisions of the water (prevention and Control of Pollution)

The Licensees shall duly comply with the

John Fila

... 12

ASSIGN NOTTO think fit: of additional premium as he may in his absolute discretion subject to such conditions including the conditions for payment (m) The Licensees will not directly or indirectly transfer, assign, sell, encumber or part with their interest Managing Director to refuse such consent of grant the same writing of the Managing Director and it shall be open to the any manner howsoever without the previous consent in under or the benefit of this agreement or any part thereof in

NOT TO (n) odour, liquid, effluvia, dust smoke, gas or otherwise howsover: preventing any air pollution by reason of such emission Haveli board with utmost promptitude for the purpose of pollution control committee, Daman, Diu, and Dadra & Nagar or permit any nuisance in or upon the said plot and in directions which may from time to time be issued by the vibrations or fire hazards and shall duly comply with the emission of odour, liquid, effluvia, dust smoke, gas, noise, for any purpose which may be offensive by reason of particular shall not use or permit the said plot to be used for any industry set out in the fourth Schedule hereunder written The Licensees shall not at any time do or cause

MENT. NATE TERMI-AGREE-TO POWER LABOUR.

NUISA-CAUSE

RIGHTS AND POWER

OF GRANTOR.

(a)

ENTER

officer and other officers and servants of the Grantor acting The right of the Managing Director, the said

ROAD. expenses construct and maintain a proper access road leading ACCESS (o) in accordance with the specifications and details prescribed by the said officer from the Estate road to the said plot in strict compliance and The Licensees shall at their own cost and

EMPLOY- (p) In employing skilled and unskilled labour, the MENT OF Licensees shall give first preference to the persons who are able bodied and whose lands are acquired for the purpose of the said Industrial Estate.

(4) submited or subsequently required or if the same shall not be the said plot shall be resumed to the Grantor. Director may by notice in writing to the Licensees terminate this Agreement and re-enter upon the said plot and thereupon submitted within the time hereinbefore stipulated the Managing specification, elevations and details whether originally Should the said officer not approve of the plans,

(5) Until the factory building and works have been with clause-7 hereinafter contained the Grantor shall completed and certified as completed in accordance have the followings rights and powers :-

Ashu kela

John Kela

... 13 ...

TIME

and to accept a lease shall be taken to refer to such extended hereunder of the Licensees to complete the factory building the prescribed time for Licensees and thereupon the obligation that the building and the works could not be completed within said period mentioned in clause 3(d) above if he is satisfied the Licensees of his intention to enforce the terms and the completion of the factory building and the works for the conditions herein contained or may fix any extended period for

As soon as the said officer has certified that the

NOTICE WRITING. ETC. IN (9) by the Licensees alone. as also of the Lease and its duplicate shall be borne and paid

otherwise provided herein be singed by the Managing Director under this agreement shall be in writing and shall unless at the usual or last known place of residence or business or on to the Licensees or the Engineer or Architect of the Licensees given to the Licensees shall be considered as duly served if or any other officer authorised by him and any notice to be temporary or otherwise upon the said plots. the same shall have been delivered to, left or posted addressed shall have been affixed to any building or erection whether the said plot hereby agreed to be demesed or if the same All notices, consents and approvals to be given

LEASE OF GRANT

MAY ALTER GRANTOR (10) The Grantor may at any time and from time to time Regulations relating to the other parts of the said Industrial alter the layouts, Building Regulations, General Estate

LEASE

duplication in accordance with form of the lease set out in

... 17 ...

The Lease shall be prepared and executed in

FORM OF (8)

Three Thousand Six Hundred only).

of Re.1/- and service charges of Rs.33,600/- (Rupees Thirty for a term of 66 years from the date hereof at the yearly rent lease of the said plot and the factory building erected thereon will grant to the Licensees and the Licensees will accept a conditions and stipulation hereinbefore contained the Grantor the Licensees shall have observed and performed all the terms out in accordance with the terms and conditions hereof and if factory building and the works have been erected and carried

Ashu kela

... 18 ...

incidental to the execution of this Agreement and its duplicate agreed upon and all costs charges and expenses of and

Fifth schedule hereunder written with such modifications and additions thereto as may be prescribed by the Grantor or

... 17 ...

ESTATE RULES. any persons claming under the Grantor. the Licensees shall have no right to require the enforcement thereof or any of them at any time against the Grantor or Estate of the Grantor of which the said plot forms part and

NOTES MARGIinterpretation of this Agreement. (11) The marginal notes do not form part of this Agreement and they shall not be referred to for the construction or

CON-FLICT BETWEEN AGREE-MENTS written the former shall prevail. Building Regulations set out in the third schedule hereunder (12) Should there be any conflict between the terms contained in this agreement and the terms contained in the

Dabhel, District and Sub-District Daman and bounded as

and 159/3 totally Admeasuring 1,12,000 Sq.Mt. at village

North :

follows :-

Land of Survey No. 168/224, 168/213, 168/207, 168/198, 168/191, 168/182.

Land of Survey No. 143, 144/1, 144/2.

Land of Survey No. 151, 151/2, 151/1 and 150

East : South:

West :

Land of Survey No. 142, 161

THE SECOND SCHEDULE ABOVE REFERRED

(Description of the Plot to be Leased)

Sq.Mt. and located within Mahatma Gandhi Udyognagar All that Plot bearing No. 1-23, totally admeasuring 1400.00 M Industrial Estate of village Dabhel, Sub-District and District Daman in the Union Territory of Daman & Diu

written

hands and common seals the day and year first hereabove the parties hereto have set and subscribed their respective

Managing Director.

IN WITNESS WHEREOF

Manager and any other officers specially authorised by the

Managing Director, General Manager/Manager, the Area expression Managing Director shall include the Joint (13) For the purpose of this Agreement to

Lease the

Ashur Kela

John Richa

... 20 ...

151/2, 152, 153/1, 153/2, 153/3, 154, 155/1, 155/2, 156/1,

ALL THAT Land bearing survey NO., 150, 151/1,

(Description of Mahatma Ghandhi Udyognagar Industrial

Estate at Dabhel)

THE FIRST SCHEDULE ABOVE REFERRED TO

... 19 ...

156/2, 157/1, 157/2, 158/1, 158/2, 158/3, 158/4, 159/1, 159/2

and bounded as follows :-

On or towards the East

By boundary of plot no.1-23, 26 and open space reserved

by OIDC.

On or towards the North

On or towards the West :

On or towards the South :

By boundary of plot no.-26 By boundary of plot no. I-23

& open space reserved by By boundary of plot no. H-24

THE THIRD SCHEDULE ABOVE REFERRED TO

OIDC.

(Building Regulations)

Building Regulations in Brief

- 3 shall not be more than 50% of the total area of plot. The total built up area at ground floor i.e. coverage
- (2) the industrial estate and rear set back will have to be as the roads in case of plots adjacent to internal roads of Front set back will be 5.00 mts. From the boundary of building should be minimum 20% of the floor area. The FAR however is 1:1. The ventilation of the

(3)

per the relevant building regulations

Ashu fila

4 The plot holders shall not use the land for any other purpose except for factory premises or Industrial purpose like Industrial warehouses.

(5) All building shall be in accordance with relevant by officers authorized by the Corporation. regulation in force, in regard to construction as desire from time to time as well as any or laws, rules and Municipality/Panchayat byelaws and regulations in force Buildings regulations and OIDC

4 previous approval of the said officer of the shall at any time be made except with the similar buildings, the plans of which have been so approved corporation and no additions or alterations to officer authorised by the officer authorised by the plans, elevations and section have been approved by the No construction work shall be commenced unless the

(5) owner is concerned with the same boundary. The officer All survey boundary marks demarcating the boundaries boundaries suitably :authorized by the corporation shall earmark the construction of building where more than one plot conditions, by the plot owner during the period of of plots shall be properly preserved and kept in good

John Kela

... 22 ...

THE FOURTH SCHEDULE ABOVE REFERRED TO

(LIST OF OBNOXIOUS INDUSTRIES)

(15) Manufacture of Asbestos.

Manufacture of alcohol through distillation and

(14) Cement plant

... 25 ...

- Primary Metallurgical Industries.
- Manufacture of Paper and pulp (Including New Print).

3 2 3

- Manufacture of synthetic pesticides/insecticides/bactericides/ products and mosquito repellent items and involved blending and mixing operations). fungicides (except herbal bases and neem based

4

Manufacture of Chemical Fertilisers.

(5)

6

- Manufacture of paint, enamel and varnishes (chemical
- Manufacture of Dyes and their intermediates.

3

8

- Tanning and processing of animal skins, hides, leather
- Manufacture of Sodium/potassium cyanide.

(9)

- (10) Manufacture of bulk drugs.
- Manufacture of Alkalies and Acids (Use of bulk for manufacture of Indl. Products shall be banned). Oleum, hudrochloric acid and nitric acid as raw material quantities of concentrated acids of sulphuric acid,
- (12) Plastic (raw material).
- (13) Synthetic rubber manufacture

... 25 ...

ghhu kela







(20) (19)

Manufacture of by-product of coke ovens and coal-tar

(17)

Coal and other mineral processing industry.

fermentation process.

(18) Petrochemical industries.

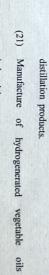
Thermal power plant (Coal Based).











for

Electrothermal products such as artificial abrasives, industrial purpose (except blending/mixing units)

(22)

- (23) calcium carbide etc.
- Manufacture of phosphorous and its compounds
- (25) Manufacture of Explosives.

Manufacture of Nitrogen compounds.

(24)

- (26)
- Manufacture of Fire Crackers
- Process involving chlorinated hydrocarbons.
- Manufacture of chlorine, fluorine, bromine, iodine and their compounds.
- Making of coke, liquification of coal.

(29)

- Manufacture of fuel gas.
- Manufacture of industrial carbon and carbon products.
- Manufacture of poly vinly chloride resins

... 26...

Ashu Kela



- (51) Mining project other than minor minerals.
- (52) Photographic films and paper (except slitting and
- Manufacture of potassium permanganate.
- (54) Manufacture of Barium chemicals.
- (55) Sugar Industries.
- (56) Storage Batteries.
- (57) Stone Quarries/Stone Crushers.
- (58)
- Wood based Industries except furniture making units.
- (59) Dyeing Units.
- (60) All Industries using hazardous wastes/products as raw material as notified by the GOI/any Court.
- (61) Industries that produce hazardous wastes/products/bye products as notified by the GOI/any Court.
- (62) Aqua culture in Coastal Regulation Zone (CRZ).
- Ship Breaking units.
- (64) Induction furnaces.
- (65) Texturising units except in plots measuring not less than 4000 Sq.Mtrs.
- (66) Blending and bottling of Indian made Foreign Liquor and Country Liquor.
- (67) Manufacture of Industrial Solvents, thinners and lacquers.

John Kila

... 28 ..

