MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION (A Government of Maharashtra Undertaking)

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Pune-411003.

By Regd. Post. A.D.

No. ROP/Ranjangaon /L- 1884

Date 7 MAR 2011

Sub:-Ranjangaon Industrial Area...
Allotment of land at...
(For Expansion)

Ref:- Application dated 05/10/2010 received from M/S. XPRO INDIA LTD.

ORDER:

Sanction is hereby accorded to the allotment of land admeasuring 28000.00 square meters comprising of plot No. E-90/1 in Ranjangaon Industrial Area M/S. XPRO INDIA LTD., a company incorporated under the companies Act 1956 having its registered office at Barjora, Mejia Road,P.O. Ghutgoria,Tehsil Barjora,Dist-Bankura, West Bengal-722 202 for setting up your industrial unit for manufacturing of Co-extruded Plastic Sheets and Thermoformed Liners. subject to the payment of the premium of Rs. 5,79,60,000/- calculated at the rate of Rs. Rs2070/- (Rs. 1800/-+ 10% Addl. Rs. 180/-+.5% Road charges Rs 90 = Rs. 2070/- per square meter subject to the following conditions.

- 1. The amount of earnest money received with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of Rs. 2,89,80,000/-(Rs. Rs. Two Crore Eighty Nine Lakh Eighty Thousand only) being the balance amount of the premium within a period of 30 days from the date of receipt of this order, by DD, drawn in favour of Dy. Chief Accounts Officer, MIDC payable at Pune.
- 2. In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to cancelled without further notice.
- 3. In the event of the allotment being cancelled as foresaid the corporation will be entitled to forfeit the whole of the earnest money received with the application.
- 4. The terms & conditions of allotment of land will be those contained in the standard form of agreement to lease and the lease annexed thereto & in substance are as follows:
 - a) The allottee shall enter into an agreement to lease in the form prescribed by Corporation & on performance of the conditions will be entitled to lease for the term of ninety five (95) years to be computed from the date of execution of the agreement to lease and renewable for one further term of 95 years on payment of premium and on such terms and conditions as may be determined by the Corporation at the time of renewal.
 - b) The annual ground rate rent of Rupees 1/- per annum is payable in respect of the plot of land allotted.
 - c) The allottee shall get the plan and specification of the proposed factory building duly approved from the Executive Engineer of the said Industrial area and complete the said building in accordance with approved plans and shall obtain a completion certificate from the Executive Engineer of the said Industrial Area within a prescribed period.

d) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the agreement lease or part with possession of the land or any part thereof without previous consent of the corporation who may refuse or grant it subject to such condition as the corporation may think fit including a condition for payment of additional premium.

e) The allottee shall be entitled to use land for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the schedule to the agreement to lease and shall not use the said land or any part there of for an other purpose not for the purpose of any factory which may be obnoxious, offensive by reason of emission of odor, liquid effluvia, dust smoke, gas, nuisance, vibration or fire hazards.

f) The other terms and conditions of allotment shall be those contained in the prescribed form of agreement to lease & the lease.

g) The stamp duty in respect of preparation & execution of the agreement to lease & its duplication as also the lease & its duplication in respect of the allotted plot of land as also the legal costs for the preparation and execution of these documents including the registration fees shall be borne and paid by the allottee alone.

h) The allottee will have to obtain a clearance from Maharashtra Pollution Control Board before commencing the Production

i) The allottee will have to get Building Completion Certificate and have to go in production within two years from date of possession, failing which no further extension will be granted and possession of plot will be taken back by MIDC without giving any development cost incurred by you. In exceptional cases, extension for one more at 100% premium prevailing can be granted.

j) In case of the allotted plot, permission of transfer or subletting will not be permitted for minimum five years.

k) The allottee have to undertake the same activity in existence in the newly allotted area. No new activity can be undertaken for minimum three years.

1) WATER SUPPLY:-The infrastructure of water supply is provided by MIDC considering the water requirement of your plot at the rate of 25 m3 per Hect. Per day of your plot, you will be required to pay the capital contribution at the rate of Rs.15000/- per m3 or the actual rate of capital contribution of water supply scheme of the industrial area whichever is more."

The allottee may submit his application for telephone connection to the concern telephone authority immediately, after taking over the possession of the plot. This will enable the telephone authorities to build up a waiting list & ensure proper planning to provide timely telephone connection to the industrial units in the area.

Please also note Agreement to Lease will be signed with you within 30 days from the date of receipt of balance occupancy premium amount.

AREA MANAGER MIDC, Pune

To, M/S. XPRO INDIA LTD., PLOT NO. E-89, MIDC RANAJNGAON. TALUKA SHIRUR DIST PUNE

Copy submitted to :-

1 The Jt. Chief Account Officer, MIDC, Pune

2 The Executive Engine C, Civil Division, Chinchwad, Pune-19