

MIDC



MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

No. Chk/RDA/1472/A-9/2246

Regional Office MIDC
Opp Satyam Talkies
Near Rly Stn. road
Aurangabad.

Marol Industrial Area,
Mahakali Caves Road,
Andheri (East),
Bombay-400 093.

Date **15 MAY 1990**

Sub : Plot No. A-9
from the Chikalthana Industrial Area.
Request for grant of consent for
Transfer of -

Read : Letter dated the 30-4-90
from Shri/Satyam Shri/M/s. Vividh chemicals

ORDER

By a marginally noted Agreement to Lease executed by the Maharashtra

Agreement dated the 19th day of
May 73

Licensee/s : Shri. Achok Kumar
Kesharimal Jain, prop of m/s Vividh
Chemicals

Transferee/s : M/s Vividh paints
and chemicals pvt ltd.

Industrial Development Corporation
in favour of the Licensee/s, the Corporation in consideration of the stipulations and conditions on the part of the Licensee/s therein contained, agreed to grant in favour of the Licensee/s a Lease of the above plot of land in the manner specified in the said Agreement. The Licensee/s in pursuance of sub-clause (k) of clause 3 of the said Agreement represented to the Corporation for grant to him / them / it of a consent for transfer and assignment of his / their / its interest under or the benefit of the said Agreement in favour

of M/s Vividh paints and
chemicals pvt ltd.

(here in after called "the transferee/s"). The Corporation has after due consideration of the said request of the Licensee/s, decided to grant its consent to the transfer by the Licensee/s of the benefit of his / their / its interest under the said Agreement subject to the following conditions :-

(a) The consent hereby granted is subject to the payment to the Corporation by the Licensee/s of the sum of Rs. 7800.00 as and by way of additional premium paid on 15.5.90.

(b) The transferees shall be bound to perform and observe all the stipulations and conditions contained in the said Agreement dated the 19th day of May 73 198 as if the said Agreement has been executed by the transferees and shall be entitled to the grant of the Lease in his/her/its their favour of the said plot of land and the factory building only after the completion of the factory building and works on the said plot of land on the production of a completion certificate from the Executive Engineer of the Corporation in accordance with clause 7 of the said Agreement such lease to be in the standard form prescribed by the Corporation and subject to the payment of the yearly rent reserved under the said Agreement.

(c) This consent is restricted to the transfer and assignment of the interest and benefits under the Agreement in favour of the transferees alone and in case the transferees propose to make any further transfer or assignment or parting wholly or partially with the possession of the said plot of the land or any part thereof the transferees will have to make a fresh application for consent.

(d) This consent will not be operative unless and supplemental agreement on stamp paper of Rs. 10.00 each in triplicate is executed by all the parties.

(S. M. Permar)
Regional Officer
MIDC Aurangabad.

To.

Shri. ~~Arvind~~ ~~Messrs~~ ~~Smt.~~ A. K. Jain
prop of m/s Vividh chemicals
plot No. A-9.
MIDC Indl area
Chikalthane

Copy with compliments

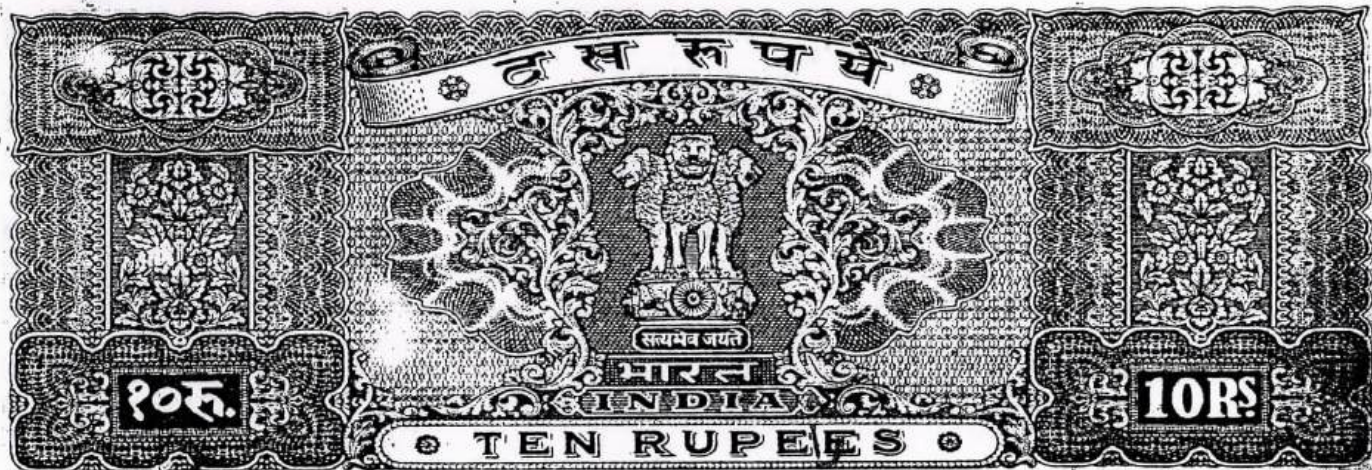
to ~~Shri. Arvind~~ ~~Messrs~~ ~~Smt.~~ Vividh paints and chemicals pvt ltd
Samarpn, Govindnagar,
Padampur
Aurangabad.

Copy with compliments to :

- 1) ~~1. The Assistant Law Officer, Division of Corporation Matters~~
1. The G.M. (L) MIDC Bombay
- 2) The Executive Engineer, MIDC., Dn. No.
3. The Dy. Engr. MIDC Sub-Dn. Aurangabad.

REGIONAL OFFICER
MIDC AURANGABAD.

10 Rs.



५. दिनांक
१८/०५/७० (१०)

पणाराचे नाव
ए. के. जैन
[Signature]

[Signature]
विमिद्य केमिकल्स. ल. इ. प्रमुख कार्यालय
बुद्धिक विमिद्य
इलेक्टर ऑफीस, औरंगाबाद

THIS AGREEMENT made at Aurangabad this 19th day of May One thousand Nine hundred and Ninety between Maharashtra Industrial Development Corporation a Corporation constituted under the Maharashtra Industrial Development Act., 1961 (Mah III of 1962) and having its principal Office at Orient House, Mangalore Street, Ballard Estate, Bombay-400 030 (hereinafter called 'the Grantor') of the first part;

SHRI, ASHOKKUMAR KESHRRIMAL JAIN, Proprietor of VIVIDH CHEMICALS (hereinafter called 'the Licensees') of the Second Part and M/s VIVIDH PAINTS & CHEMICALS PVT. LTD.

(hereinafter called 'the parties of the Third part') of the Third Part;

WHEREAS by an Agreement dated the 19th day of May 1973 between the Grantor of the One Part and Licensee of the Other Part (hereinafter called 'the principal Agreement') in consideration of the stipulations and conditions on the part of the Licensee therein contained the Grantor agreed to grant upto the Licensees a Lease of the plot of land bearing No.A-9 in the Chikalthane Industrial Area of the Grantor in the manner therein contained;

AND WHEREAS pursuant to sub-clause (K) of clause 3 of the principal Agreement, the Grantor at the request of the Licensee granted its consent to the transfer, assignment or parting with his /their/its interest in or the benefit of the said Principal Agreement in favour of the Party of the Third Part;

AND WHEREAS the Licensees has requested the Grantor to accept the party of the Third Part as Licensees in his place and to execute the final Lease in favour of the party of the Third Part which the Grantor has agreed to do without insisting upon his /their/ its joining in such execution as confirming parties.

-----contd on Page 2.

NOW THIS AGREEMENT WITNESSETH as follows:

- 1) This Agreement is supplemental to the Principal Agreement.
- 2) This Principal Agreement shall hereinafter be construed as if the Grantor has entered into the Principal Agreement with the party of the Third Part and the party of the Third part alone had agreed to observe and perform the stipulations contained in the Principal Agreement and that the sum of Rs. 9,800/- (Rs. Nine thousand Eight hundred only) paid to the Grantor by the Licensee as premium paid by the party of the Third part.
- 3) As soon as the Executive Engineer has certified that the factory building and works on the plot described in the First schedule to the Principal Agreement have been erected and if the party of the Third part shall have observed all the stipulations and conditions contained in the Principal Agreement the Grantor grant and the party of the Third part will accept a Lease (which shall be executed in duplicate of the said plot described in the First Schedule to the Principal Agreement and the factory building erected therein in the standard form of Lease prescribed by the Grantor for the term and at the yearly rent mentioned in the Principal Agreement without any further consent or concurrence of the Licensees.
- 4) Such as aforesaid all the stipulations and conditions contained in the Principal Agreement shall continue to remain in full force as if the same had been executed by the party of the Third part;

IN WITNESS WHEREOF the Maharashtra Industrial Development Corporation hath caused SHRI. G.M. PARMAR, the Regional Officer, Maharashtra Industrial Development Corporation to set his hand and affix his official seal hereto on its behalf the Licensees and the party of the Third part have set their respective hands the day and year first above written.

.....
.....contd on Page 3.

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land known as Plot No. A-9 in the Chikalthana Industrial Area, within the village limits of Mhasandpur Taluka and Registration District Aurangabad containing by admeasurement 7,800 Sq. Meters or there about and bounded as follows that is to say:

On or towards the North by : Plot No. A-26.
On or towards the South by : Road.
On or towards the East by : Plot No. A-10.
On or towards the West by : Plot No. A-8.

SIGNED, SEALED AND DELIVERED BY
SRI. G. M. PHARMAR,
the Regional Officer,
MAHARASHTRA INDUSTRIAL DEVELOPMENT
CORPORATION in the presence of:

1. P. P. Kulkarni
2. S. B. Kulkarni

P. P. Kulkarni
S. B. Kulkarni



(G. M. PHARMAR.)
Regional Officer.

Maharashtra Industrial Development Corporation

SIGNED AND DELIVERED BY
SRI. ASHOKUMAR KESHARIMAL JAIN,
Proprietor of VIVIDH CHEMICALS,
withnamed Licensees in the presence of:

For VIVIDH CHEMICALS:

1. *Shri. D. R. Khargadare*
2. *Shri. P. N. Lahurikar*

Proprietor.

The common seal of the withnamed party of the Third part:

M/S VIVIDH PAINTS & CHEMICALS PVT. LTD.,

was pursuant to a Resolution of its Board of Director passed in that behalf on the 18th day of May 1990 hereunto affixed, in the presence of -

SRI. ASHOKUMAR KESHARIMAL JAIN,
Director of the Company who in token of having affixed the seal of the Company, set his hand/their hands hereto, in the presence of:

1. *Shri. D. R. Khargadare*
2. *Shri. P. N. Lahurikar*



For Vividh Paints & Chemicals Pvt. Ltd.

A. K. Jain
(DIRECTOR)

Shri. D. R. Khargadare
Shri. P. N. Lahurikar