3 0 AUG 2011







AMENDMENT IN THE ORIGINAL ASE DEED OF M/s DIAMOND FOOTWEARS

41667

PVT. LTD. I/A MALANPUR, DISTRICT - BHIND, EXECUTED ON 28.08.1990 ANI

* REGISTERED IN THE OFFICE OF SUB-REGISTRAR, GOHAD, DISTRICT - BHIND

VIDE BOOK No. 131, VOLUME No. 1754 OF 21 PAGE No. 50 TO

70 . REGISTRATION No. 2156 DATED 29/08/1990

The amendment is made this 13 th day of DECEMBER 2010 in the original lease deed executed on 28.08.1990 between the Governor of Madhya Pradesh

acting through the Managing Director, M.P. Audyogik Kendra Vikas Nigam Limited

Gwalior (hereinafter called the 'Lessor' which expression shall where the context so admit

include his successors in office) of the one part and Shri RAVI SHANKER GOEL S/

SHRI JAI KISHAN GOEL resident of E-33, Ashok Vihar, Delhi - 110052 acting a

FOR FUSION INDUSTRIE PLACE and a

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Director

INDUSTRIES LIDI Director

DIRECTOR of M's DIAMOND FOOTWEARS PVT. LIMITED registered under the Registrar of Companies, Madhya Pradesh with registration No.10-05953 of 1990 and also registered as M/s DIAMOND FOOTWEARS PVT. LIMITED under the number 100407895 dated 06-07-1990 with DIC and having its registered office at 78 Malanpur Industrial Area Malanpur Dist. Bhind (hereinafter called the 'Lessee') which expression shall where the context so admits, include his successor and permitted assigns of the other part.

WHEREAS upon the request of the lessee, the lessor has granted to the lessee, subject to the terms and conditions specified in the original lease deed, a lease of the piece of approximately 16682 sq.Metre (1.6682 Hectare), thereabout situated in the I/A MALANPUR Dist. Bhind, more particularly described in the schedule in the original lease deed and for greater clearness delineated on the plan annexed with the original lease deed and thereon coloured red (hereinafter referred to as "the said Plan") for a term of 99 years commencing from 28th August 1990 and ending 27th August 2089 for the purpose of construction and establishing thereon a factory for the manufacture of FOOTWEARS and purpose ancillary thereto (herein after referred to as the said business).

WHEREAS the lessee has applied to the lessor to transfer the unit from M/s DIAMOND FOOTWEARS PVT. LIMITED to M/s VISHWAS ARTIFICIAL LIMB CENTRE (Unit of Mangalam Charitable Trust) under "Udyog Mitra Yojana 2004" and the

For FUSIO. INDUSTRIES

Istwas Artifidal Limb Centre -2/25.00 29 A 2 M 29 AN 120 E-2113 8" - 14 872 alzer 200 200 4 एकि केश्वाहान to most on legemos lessor has granted permission to do so on compliance of the terms and conditions as stipulated in his letter No.3687 dated 31.10.2009.

AND WHEREAS the lessee has paid to the lessor an amount of Rs.4,33,732/(Rupees FOUR LAKH THIRTY THREE THOUSAND SEVEN HUNDRED THIRTY TWO) only 20% of the prevailing amount of premium amount towards Transfer Fee, Rs.1,00,092/- (Rupees ONE LAKH NINETY TWO) only towards Advance annual Maintenance Charges, Rs.71,566/- (Rupees SEVENTY ONE THOUSAND FIVE HUNDRED SIXTY SIX) only towards Advance annual Lease Rent, Rs.2,16,866/- (Rupees TWO LAKHS SIXTEEN THOUSAND EIGHT HUNDRED SIXTY SIX) only towards Prime Plot Charges, and Rs.2,14,698/- (Rupees TWO LAKHS FOURTEEN THOUSAND SIX HUNDRED NINETY EIGHT) only towards Security Deposit.

AND WHEREAS on compliance of the terms and conditions stipulated in letter No.3687 dated 31.10.2009 referred to above, the lessor has granted permission vide "Suvidha Swikriti Adesh" No.4898-4902 dated 31.12.2009 for the Amendment in the original lease deed.

Now, therefore, this amendment is made 13th day of DETEMBER 2010 between the Governor of Madhya Pradesh acting through the Managing Director, Industrial Infrastructure Development Corporation (Gwalior) M.P. Ltd. (formerly known as MPAKVN(G) Ltd.) Gwalior (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office), of the one part and M/s

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Por Fusion industries LTD.

Director

Managing Director

I.I.D.C. (Quallor) M.F. Ltd, Gwallor

Formerly Known as M.P.A.K.V.N. (G) Ltd



For Vissiwas Artificial const Centre

MUNICIPAL JOSHAN

30/8/20N

JOHN TIDC Gruelare

For FUSION INDUSTRIES LTD.

Director '

(NAG)

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MANGLAM CHARITABLE TRUST through Dr. B.P. CHANDAK, S/o Late Shri RAM SWAROOP CHANDAK, Resident of 14, HOSPITAL ROAD, GWALIOR acting as TRUSTEE to establish a unit in the name of VISHWAS ARTIFICIAL LIMB CENTRE which is registered as MICRO with D.T.I.C. MALANPUR, Registration No.2300311000549 dated 29.09.2009 (hereinafter called the "Lessee" which expression shall where the context so admits, include his successor and permitted assigns) of the other part.

By this amendment Para 1 and 2 and Para 3 of Clause 2 of the original lease deed executed on 28.08.1990 shall read as under:

AMENDMENT

PARA 1:

This deed is made 1314 day of December 2010 between the Governor of Madhya Pradesh acting through the Managing Director, Industrial Infrastructure Development Corporation (Gwalior) M.P. Ltd. (formerly known as MPAKVN(G) Ltd.) Gwalior (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office) of the one part and Dr. B.P. CHANDAK, S/o Late Shri RAM SWAROOP CHANDAK, Resident of 14, HOSPITAL ROAD, GWALIOR acting as TRUSTEE to establish a unit in the name of VISHWAS ARTIFICIAL LIMB CENTRE, I/A MALANPUR which is registered as MICRO with D.T.I.C. MALANPUR, Registration No.2300311000549 dated 29.09.2009 (hereinafter called the "Lessee" which expression

For VISHWAS ARTIFICIAL LIMB CENTRE (A Unit of Mangalam Charleable Trust)

FOR FUSION INDUSTRIES LTD.

Director

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Managing Director
D.C. (Gwaller) M.P. Ltd. Gwallor
wimerly Known as M.P.A.K.V.N. (G) Ltd.)

shall where the context so admits, include his successor and permitted assigns) of the other part.

PARA 2:

WHEREAS upon the request of the lessee, the lessor has granted to the lessee, subject to the terms and conditions specified in the original lease deed, a lease of the piece of land in the Industrial Area at MALANPUR comprising of an area measuring approximately 16682 sq.Metre (1.6682 Hectare), thereabout situated in the I/A MALANPUR of Tehsil GOHAD of BHIND District, more particularly described in the chedule of original lease deed and for greater clearness delineated on the plan annexed with the original lease deed and thereon coloured red (hereinafter referred to as "the said land") for a term of 99 years commencing from 28th August 1990 and ending 27th August 2089 for the purpose of construction and establishing thereon a factory for the manufacture of ARTIFICIAL LIMPS ALL TYPES and purpose ancillary thereto (herein after referred to as the said business).

PARA 3 OF CLAUSE 2:

THEREAFTER during the term of the lease, the lessee shall pay to the lessor, the annual Lease rent of Rs.71,566/- (Rupees SEVENTY ONE THOUSAND FIVE HUNDRED SIXTY SIX) only, annual Maintenance charges of Industrial Area Rs.1,00,092/- (Rupees ONE LAKH NINETY TWO) only and such others sums as may be determined in accordance with clause "3" hereunder on or before the 10th day of April of

AUNIONS.

FOR FUSION INDUSTRIES LTD.

Director

Managing Director
I.I.D.C (Gwalior) M.P. Ltd, Gorden

Formerly Known as M.P. Ltd. Go. day

each year in the office of the Managing Director, Industrial Infrastructure Development Corporation (Gwalior) M.P. Ltd., Gwalior also known as MPAKVN (G) Ltd., Gwalior or at such place or places as the lessor may from time to time direct.

All other terms and conditions of the original lease deed executed on 28.08.1990 will remain same and unchanged and will be binding on both parties.

In the event of any dispute arising between the parties in respect of the deed or any other legal matter whatsoever connected therewith, the Gwalior Court shall have the jurisdiction.

In witness whereof the parties hereto have signed this amendment deed on the date

and year respectively mentioned against their signatures

Place: Gwalior

Date: / /2010

WITNESSES:

Signature Manager

Namerial Introductive Development

Agbepresson (Gwollo) M.P. Ltd., Gwallor

Managing Director Signature (Swallan Aging Di Gwaner

INDUSTRIATORING MOVIE COMPLEXEMENT

CORPORATION (GWALIOR) M.P. LIMITED,

(formerly known as MPAKVN (G) Ltd.) Gwalior on behalf of Governor of Madhya Pradesh

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Signature on behalf of M/s VISHWAS ARTIFICIAL LIMB CENTRE

(Unit of Mangalam Charitable Trust)

Signature

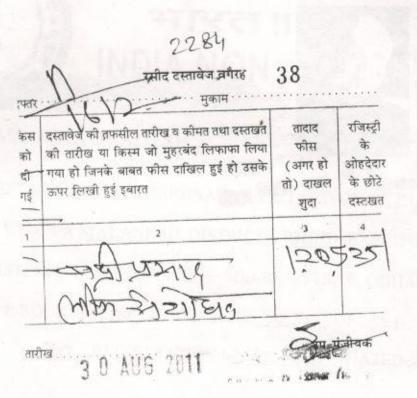
Name....

Address .. 35/32/A

INDUSTRIES LTD.

Director





For PUSIONUNDUSTRIES LTD.