



पंजाब नैशनल बैंक
punjab national bank

(भारत सरकार का उद्योग A Government of India Undertaking)
B/o Matunga, Mumbai

Regd. A.D.

संदर्भ Ref. :

दिनांक Date : 11/02/06

To,
The Area Manager,
M.I.D.C.
Mahape, Millenium Business Park,
Navi Mumbai.

Dear Sir,

Reg: Cash Credit facility of Rs. 600,00,000/- (Rs. Six Crore)
This has reference to the tripartite agreement dated 13/02/2006 between us and our
borrower m/s Chetan Containers Pvt. Ltd.

The loan has been disbursed to m/s Chetan Containers Pvt. Ltd. And we hereby
request you to mark our Bank's lien in your records and kindly send your
confirmation to this effect.

Thanking you,

R. O. MIDC
Manager

R. O. MIDC
MAHAPE
INWARD No
DATE :
INITIAL

Received
16-2-06

असिने को मतीक ॥ The Name You Can Bank Upon

□ प्रधान कार्यालय : 7, भीखाएजी कामा प्लेस, अफ्रीका ऐवेन्यू, नई दिल्ली - 110066
□ टेलीफोन Telephone : 26102303 □ तार : श्री Telegram : SHREE

□ Head Office : 7, Bhikhalji Cama Place, Africa Avenue, New Delhi - 110066
□ फैक्स Fax : 26196456

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Regional Office, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg.,2, Unit No.204, T.T.C.
Indl. Area, Post-Kopar Khairane, Navi Mumbai-400 709.

No.MIDC/ROMHP/ 1169

Date:

8 MAR 2006

To,

The Branch Manager,
Punjab National Bank,
Matunga Branch, Matunga,
Mumbi-400019

Sub: T.T.C. Industrial Area

Plot No.A-549 and A-550

Ref: Your letter dated 07/03/2006

Dear Sir,

The contents of your letter under reference are noted by this Corporation.

Yours Sincerely,



Area Manager
MIDC Regional Office, Mahape.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Regional Office, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg.,2, Unit No.204, T.T.C.
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Mumbai-400019

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Ref: Your letter dated 07/03/2006

Dear Sir,

The contents of your letter under reference are noted by this Corporation.

Yours Sincerely,



Area Manager
MIDC Regional Office, Mahape.

पंजाब नैशनल बैंक
punjab national bank

(भारत सरकार का उपक्रम A Government of India Undertaking)

10 Maliga Mumbai

Area Manager,
DC,
Mape,
Premium Business Park,
in Mumbai

संदर्भ Ref. :

दिनांक Date : 07/03/06.

Re: Marking of Lien for property at Plot No. A 549/550
TTC Mahape, MIDC Navi Mumbai in the name
of M/s. Chetan Containers Pvt. Ltd.

Ref: ~~Our~~ letter dt. 11/02/06.

It is to inform you that we have given credit facility
of Rs. Six crores to M/s. Chetan Containers Pvt. Ltd.
You are requested to mark our Bank's Lien against
the above property since this property is mortgaged
to our Bank.

Thanking you,
Yours faithfully,

A. Javani
Manager

R. O. MIDC

MAHAPE

INWARD No. _____

DATE : _____

INITIAL : _____

Permit

CO

7-3-06

... भरोसे का प्रतीक !

The Name You Can Bank Upon !

अ्यालय : 7, भीखारजी कामा प्लेस, अफ्रीका ऐव्यू, नई दिल्ली - 110066
Telephone : 26102303 □ तार : श्री Telegram : SHREE

□ Head Office : 7, Bhikhaiji Cama Place, Africa Avenue, New Delhi - 110066
□ फैक्स Fax : 26196456

hereinafter mentioned;

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B/O Matunga, Mumbai
11/02/2006

The Area Manager,
MIDC,
Mahape, Millenium Business Park,
Navi Mumbai

Reg: Marking of lien for plot no. A 549/550, T.T.C., Mahape, M.I.D.C. Navi
Mumbai 400 701.

We have advanced Cash Credit facilities of Rs.600,00,000/- (Rs. Six Crores only) to
M/s Chetan Containers Pvt. Ltd. We request you to kindly mark our Bank's lien
against Plot No. A549/550, T.T.C., Mahape, M.I.D.C., Navi Mumbai and send us
confirmation to this effect at your earliest.

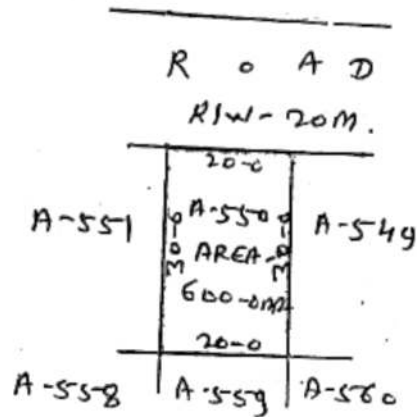

Manager

hereinafter mentioned;
hereinafter mentioned;

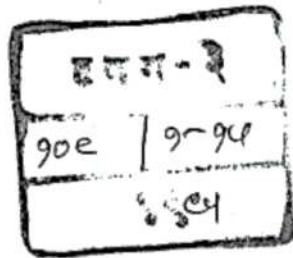
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**TRANS THANE CREEK INDUSTRIAL AREA
VILLAGE - MAHADE TAL. & DIST. - THANE
SCALE - 1 CM. = 10-0 MTRS.**



HEAD SURVEYOR
Regional Office, M.I.D.C.
THANE 400 604.



Patil

(K. G. SAWANT)
Regional Officer,
M. I. D. C. THANE-400 604,

Patil, of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned;

ORIGINAL

Certified u/s 32 of the Bombay Stamp Act 1958
that the proper stamp duty of Rs. 54,020/-
(Rs. Fifty four thousand twenty only) has been paid
in respect of the instrument vide challan No. 8
dt. 7-1-95

Adjudication fee Rs. 25/- (Twenty five only) has
been paid vide challan No. 8 dt. 7-1-95

No. Adj/Case No. 6/95

Thano. Dt. 7/1/1995

Subject to the Provision of
Sec. 53A of Bombay Stamp Act 1958



Collector of Stamps, THANE

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THIS LEASE made at Thane the 12th day of JANUARY One thousand nine hundred and ninety five 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, Adi Marzban Path, Ballard Estate, Bombay 400 038, hereinafter called "the Lessor" (which expression shall unless the context does not so admit, include its successors and assigns) of the One Part: AND Messrs Chetan Containers Private Limited, a Company incorporated under the Companies Act 1956, and having its registered office at Patil House, Opp. NOCIL Company, Thane Belapur Road, New Bombay 400 701, 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.

WHEREAS by an Agreement dated the 3rd day of January 1991 and made between the Lessor of the One Part and Shri Ramesh Narayan Patil of the Other Part the Lessor agreed to grant to Shri Ramesh Narayan Patil, upon the performance and observance by Shri Ramesh Narayan Patil, of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned;

Recitals.

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AND WHEREAS by Supplement Agreement dated the 14th day of December 1994 and made between the Lessor of the First Part : Shri Ramesh Narayan Patil of the Second Part and the Lessee of the Third Part, the Principal Agreement dated the 3rd day of January 1991 was construed and declared as if the Lessor had entered into the said Agreement with the Lessee and the Lessee alone had agreed to observe & perform the stipulations and conditions contained in the said Agreement.

AND WHEREAS although the work of construction of the factory building and other structures agreed to be constructed by the Lessee on the said land is still in progress the Lessee has requested the Lessor to grant to the Lessee a Lease of the said land which the Lessor has agreed to do on the Lessee undertaking to complete the said factory building and other structures on or before the 4th day of July 1995 in all respects to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned);

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AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. 5,400/- approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1. In consideration of the premises and of the sum of Rs. 2,70,000/- (Rupees Two Lakhs Seventy Thousands only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as Plot No. A-550 in the Trans Thane Creek Industrial Area, within the village limits of Mahape and within the limit of New Bombay Municipal | Description of Land. |
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Corporation Taluka and Registration Sub-District Thane District and Registration District Thane containing by admeasurement 600 square meters or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by 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 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 land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Ninety Five years computed from the first day of July 1991 subject nevertheless to the provision of Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" 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 the yearly rent of Rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the first day of January in each and every year.

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2. The Lessee with intent to bind all persons into whose hands the demised premises may come doth hereby covenant with the Lessor as follows:-

Covenants by the Lessee.

During the said term hereby created to pay unto the Lessor the said rent at the time on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.

To pay rent.

b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.

To pay rates and taxes.

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c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges drainage cess may from time to time be prescribed by the Government Of Maharashtra under the Maharashtra Industrial Development Act 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 300/- approximately per annum.

To pay fees
or service
charges.

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d) That the Lessee shall on or before the 4th day of July 1995 at its own expense and in substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications approved by the Executive Engineer, in-charge of the said Industrial Area and the Building Regulations set out in Second Schedule hereunderwritten built and completely finish fit for occupation to the satisfaction of the Executive Engineer the said building and the other structures thereon at least 266 square meters of built up area for the use as an industrial factory with all requisite mains and proper conveniences thereto and shall obtain from the Executive Engineer a Building Completion Certificate to that effect.

Completion
of factory
building.

e) The Lessee shall at its own expenses within a period of one year from the date hereof plant trees in the periphery of plot to be kept open to sky of the said 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 demised premises.

Planting of
trees in the
periphery of
the plot.

f) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay, or earth therefrom except for the purpose of forming foundations or building or for the purpose of executing any work pursuant to the terms of this lease.

Not to
excavate

g) Not to erect any building erection or structure except the compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on

Not to erect
beyond
building line.

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any portion of the said land outside the building line shown upon the said plan hereto annexed.

h) The Lessee having at its own expenses constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and condition to the satisfaction of Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

Access Road.

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i) The Lessee shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and rules made thereunder as also with any condition which may, from time to time be imposed by the Maharashtra Pollution Control Board Constituted under the said Acts, as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the provision of water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981.

j) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulation set out in the Second Schedule hereto.

To build as per Agreement.

k) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and consent in writing by the Executive Engineer, and after approval for the same is obtained from Local Authority/ Planning Authority and also a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.

Plans to be submitted before building.

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1) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid work 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.

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m) The Lessee shall at its own costs and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during construction.

n) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality Local Authority / Planning Authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

To build according to rules.

o) To observe and conform to all rules, regulations and bye-laws ^{of the} Municipality / Local Authority / Planning 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 accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

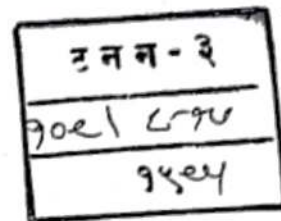
Sanitation.

p) That no alterations or addition shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous consent in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunderwritten.

Alterations.

q) Throughout the said term at the Lessee's 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 Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging to and all fixtures and additions thereto.

To repair.



r) To permit the lessor or the Chief Executive Officer or the Executive Engineer 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 weeks previous notice to enter into and upon the demised premises 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 in writing to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

To enter and inspect.

s) Not to do or permit anything to be done on the demised premises which may be nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

Nuisance.

To use the demised premises only 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 Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by the 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 Maharashtra Pollution Control 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.

u) To keep the buildings already erected or which may hereafter be erected on the said land excluding

Insurance.

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foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinth) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer 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 land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer 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 will reinstate and repair the same to the satisfaction of the Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

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v) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised premises and all erection and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it 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 itself all building, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and 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) Not to assign, underlet or part with the possession of the demised premises 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

Not to assign.

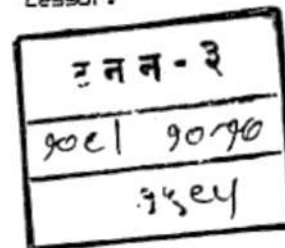
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consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

x) If the Lessee shall sell assign or part with the demised premises for the then residue of the said term to deliver at Lessee's expense 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 regist-
ered with
Lessor.



y) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are able bodied and whose lands are acquired for the purpose of the said Industrial Area.

To give prefer-
ence in empl-
oyment of
Labour.

And in the event of the death of any of the permitted assign or assigns of the Lessee being a natural person, the Lessee, the person or persons to whom the title shall be transfer 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.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears the same may be recovered from the Lessee as an arrear of Land Revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Recovery of
Rent, Fees etc.
as Land
Revenue.

4. (a) If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises

Rent, Fees etc.
in arrear.

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in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee 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 hereinbefore 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 or left on some part of the demised premises 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 in remedying such breach or breaches within three months after the giving or leaving of such notice.

(b)(i) Without prejudice to the generality of the foregoing provision in case the Lessee shall fail to complete the said factory building and other works agreed by the Lessee to be constructed on the demised premises within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or if the Lessee shall commit default in payment to the Lessor 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 its part herein contained then the Lessor shall determine and all erections, and material, and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or understanding between the parties hereto belong and stand appropriated to the Lessor without making any compensation or allowance to the Lessee for the same without making any payment to the Lessee 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 Lessor against the Lessee.

(ii) In the alternative but without prejudice to sub-clause (i) above the Lessor may permit the Lessee to continue the demised premises in the Lessee's

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occupation on payment of such additional premium as may be decided upon by the Lessor or and;

(iii) In the alternative but without prejudice to sub-clauses (i) and (ii) the Lessor may direct removal or alteration of any building or structure erected or used contrary to the conditions of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out the same from the Lessee as an arrear of land revenue.

c) All building material and plant which shall have been brought upon the demised premises by or for the Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part thereof other than defective or improper material (removed for the purpose of being replaced by proper material) shall be removed from the demised premises without the previous consent of the Chief Executive Officer of the Lessor until after the grant of the Completion Certificate mentioned in clause 2(d) hereof.

The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for 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. The Layout of the Trans Thane Creek Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as Lessor think fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

7) If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of term hereby granted the Lessor shall and will at the cost and expenses in every respect of the

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Lessor's
covenant for
peaceful
enjoyment.

Alteration
of Estate
Rules.

Renewal of
Lease.

Lessee grant to the Lessee a new lease of the demised premises for a further term of Ninety Five years on payment of premium as may be determined by Lessor and with covenants, provisos and stipulation hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

8) The stamp duty and registration charges in respect of the preparation and executions of the Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid by wholly and exclusively by the Lessee.

9) The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

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Costs and charges to be borne by the Lessee.

Marginal Notes.

IN WITNESS WHEREOF SHRI KAMLAKAR G. SAWANT the Regional Officer, Thane of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed hereto the day and year first abovewritten.

FIRST SCHEDULE

(Description of Land)

All that piece or parcel of land known as Plot No. A-550 in the Trans Thane Creek Industrial Area, within village limits of Mahape and within the limits of New Bombay Municipal Corporation Taluka and Registration sub-District Thane District and Registration District Thane containing by admeasurement 600 square meters or thereabouts and bounded by red coloured boundary line on the plan annexed hereto, that is to say :-

On or towards the North by Estate Road.

On or towards the South by Plot No. A-559.

On or towards the East by Plot No. A-549.

On or towards the West by Plot No. A-551.

SECOND SCHEDULE

(Building Regulations)

1. The Building Regulations of 'A' class Municipal Council or the Building Regulations of the respective Local Authority/Planning Authority as amended from time

to time will be Building Regulations applicable for development of the Plots in Industrial Area.

2. Periphery of the plot shall be utilised 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 as a factory for manufacture. It shall not be used for obnoxious industries a list whereof is attached.

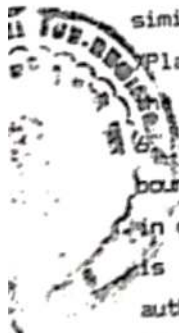
4. The Lessee shall obtain a No Objection Certificate from the Department of Environment /Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards the water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Department /Board for the purpose of preventing any water or Air Pollution and 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 Local Authority/ Planning Authority and previous consent in writing from the Executive Engineer, and no additions or alterations 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 Local Authority Planning Authority and previous consent in writing from Executive Engineer is obtained.

All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

7. Three sets of the specifications, plans, elevations and sections as approved by the Local Authority/ Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant consent.

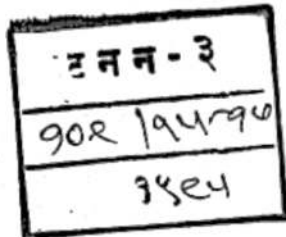
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THIRD SCHEDULE

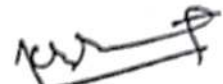
(List of Obnoxious Industries)

1. Fertiliser Manufacture from organic materials, provided, however, that these provisions shall not apply, to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire works.
11. Fat rendering.
12. Fat, tallow, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products or pyroxylin.
14. Pyroxylin manufacture.
15. Dye-Stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.
26. 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.



SIGNED, SEALED & DELIVERED BY
SRI KAMLAJAN G. SAWANT THE
REGIONAL OFFICER, THANE of
the within named Maharashtra
Industrial Development
Corporation in the presence of




(K. G. SAWANT)
Regional Officer,
M. I. D. C. THANE-400 604

1. 
S. H. Kamble

2. 
(M. L. CHITALE)

The Common Seal of the
abovenamed Lessee Messrs.
Chetan Containers Private
Ltd., pursuant to a
Resolution of its Board of
Directors passed in that
behalf on the 2nd day of
~~January~~ ^{January} 1995 affixed
hereto, in the presence of
Shri Ramesh Natayan
Patil
and Shrimati Baby Ramesh
Patil
Directors of the Company, who
in token of having affixed
the Company's Seal hereto,
have set their respective
hands hereto, in presence
of:-

1.  (S. E. Deshpande)
2. 
YASHWANTRAO


B. P. Patil

डनन-३
902 95700
9524

समुच्चय दिनांक १०९
 सन १९९५ के जाने
 से १३ मार्गस ११ व १२
 से ८१५५५५ ठाणे ३
 दुय्यम निबंधक दावे कचेरी
 बाबून दिला.
 CHETAN CONTAINERS PVT. LTD.

की वेगली भी-सर्व
 नौदली मुक्त
 कोरी पावे १५ २०००
 मोरे १००
 पोस्ट ३२
 २५

R. N. PHIL
 Managing Director

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१९९५	

एकूण :- २५०१

मुय्यम निबंधक ठाणे नं. ३

दुय्यम निबंधक ठाणे नं. ३

के. जी. न्यावंत
 रेगिजल ऑफीसर
 एम. आय. डी. सी. ठाणे
 शंका ककुली जबाब
 हजर राहण्यास माफी

एस. ई. देशपांडे
 नेकरी रा. सिरी ठाणे

बमेश नारायण पाटील
 प्रोट. नेकरी

वेधील दुय्यम निबंधकास माहीत असलेले
 इसम धरो नि. १०९५५५ ते दस्तऐवज
 करून देण्यात आलेले असून त्यास व्यक्तिशः
 जाणवत आहे आणि त्याची ओळख पटविताने.

मीमिती. बेबी बमेश पाटील
 प्रोट. मुळिणी, रोघे रा. वल्ली

J. E. Deshpande
 Thane

दस्तऐवज करून देणार

 नवा दिनांक १०/११/९५
 दस्तऐवज करून दिव्याचे कदम
 करतात.

दि. १३/११/९५

मुय्यम निबंधक ठाणे नं. ३

Batil

पहिल
 मुक्त क्रमांक १०९
 कालांतर नोंदला.

दुय्यम निबंधक
 बारीक १३ मार्गस ११ सन १९९५

