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MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

ORIGINAL

PATIL RAJESH N SUPA

Receipt No.

234912

Regional/Division Office

Received form

One Lakh Eighty Thousand Only.

the sum of Rs.

Demand draft 536558 29/09/97

by/in

dated

on

on account of

E.M.D. AMOUNT :- 180000

Rs.

180000.00

Dated

07/10/97

Cheque Subject to realisation

**BANK OF MAHARASHTRA
(MODEL COLONY, PUNE)**



**M.I.D.C. Pune
R.O./E.
M.I.D.C.**

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

ORIGINAL

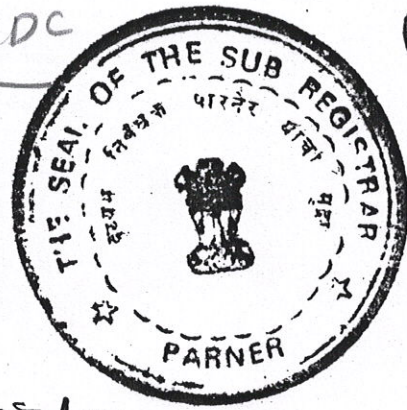
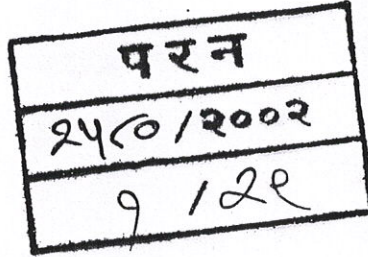
Receipt No. **235986**
Regional/Division Office

Received form **PATIL RAMESH NARAYAN SUPA**
the sum of Rs. **One Lakh Thirty Two Thousand Only.**
by/in **Demand draft 537089 dated 29/01/98**
R.O.P. **BANK OF MAHARASHTRA**
(MODEL COLONY, PUNE)
on account of **BALANCE OCCUPANCY AMOUNT :- 132000**
Rs. 132000.00
Dated **23/02/98** **Cheque Subject to realisation**



ORIGINAL

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भाषा निर्णय की हस्ताक्षर भारतीय स्टेट बैंक
ऑफ इंडिया शाखा अहमदाबाद येथे दिनांक २५/०५/०२
राजी वसा केले

जिल्हाधिकारी (मुद्रांक)
अहमदाबाद

१८८१/०२
मुद्रांक जिल्हाधिकारी कार्यालय

ब. नगर वि. १८/०५/०२

सदर विलख मूबई मुद्रांक
कायदा १९५८ नं. कलम ३९ (२)
नुसार याग्य त्या मुद्रांकावर
प्रमाणित केला आहे.

जिल्हाधिकारी (मुद्रांक)
अहमदाबाद

प्रमाणित करण्यात येते की, मूबई १८८१/०२ कायदा
१९५८ नं. कलम ३९ (२) नुसार व मुद्रांक
कायदा १९५८ नं. कलम ३९ (२) नुसार प्रमाणित

रजि. नं. १८८१/०२ (२०१)

रा. अहमदाबाद - मालाबार रोड

रा. अहमदाबाद - मालाबार रोड १८/०५/०२

राजी रोख बक्ष्याने स्टेट बँक ऑफ इंडिया

कायदा १८८१/०२ येथे वसा केले जाईल

जिल्हाधिकारी (मुद्रांक)
अहमदाबाद



in

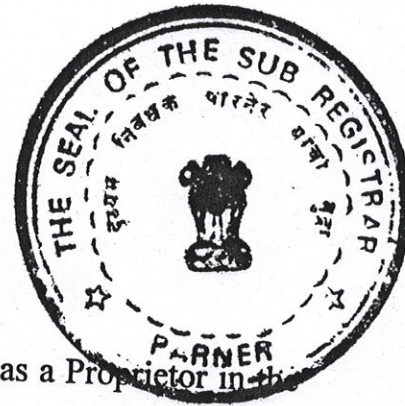
for

An Agreement made at Ahmednagar the 17th day of May
Two BETWEEN THE 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 400 038, hereinafter called the " Grantor " (Which
expression shall, unless the context does not so admit, include its
successors and assigns) of the One Part AND.

for

in

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SHRI RAMESH NARAYAN PATIL trading as a Proprietor in the name and style of M/S.VISHAL INTERNATIONAL and having his /her office /her business at Patil House Opp. Nocil Co., Talawali, At, Post Ghonsoli, , Thane Belapur Road, New Bombay 400701. hereinafter called "the Licensee (Which expression shall unless the context does not so admit include their survivors or survivor and the heirs, executors, administrators and permitted assigns of such last survivor) of the Other Part.

Recitals

WHEREAS, the licensee has applied to the Grantor for the grant to him/her of a lease of the land and premises hereinafter described, which the Grantor has agreed to grant to them upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation Bombay (hereinafter called "the Chief Executive Officer") the sum of Rs. 3,12,000/- (Rs Three Lacks Twelve Thousands Only) being the amount to premium payable by the Licensee.

NOW IT IS HEREBY MUTUALLY AGREED as follows :

1. During the period of Seven years from the date hereof the Licensee shall have licence and authority only to enter upon the piece of land described in the First Schedule hereunder written and delineated on the plan annexed hereto thereon surrounded by a red-coloured boundary line for the purpose of building and executing work thereon as herein after provided and for no other purpose what so ever and until the grant of such Lease as is hereinafter referred, to the Licensee shall be deemed to be a bare Licensee only of the premises at the same rent and subject to the terms as if the Lease had been actually executed.

2. Nothing in these presents contained shall be constructed as a demise in law of the said land hereby agreed to be demised or any

Not to demise

Grant to
Licence



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[Signature]

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part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

Submission
Of plans for
approval

3. The Licensee hereby agree to observe and perform the following stipulations that is to say :


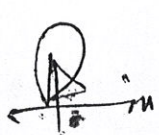
a) That it will within 84 months from the date hereof submit to the Executive Engineer, Maharashtra Industrial Development Corporation, in charges of the said Industrial area (hereinafter called "the Executive Engineer" Which expression shall include any other office to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his no objection to the specifications, plans, elevations, sections and details of the factory building approved by the Local Authority/ Planning Authority, hereby agreed to by the Licensee to be erected on the said land and the Licensee shall at its own cost produce the documents in support of the approvals obtained from from the local Authority/Planning Authority to the Executive Engineer and will supply him such details of the specifications, plans, elevations and details as approved by the Local Authority/Planning Authority in triplicate long with the documents in support of having obtained such approval and on receipt of the same, the Ex. Engineer shall issue no objection for development of land as per the aforesaid approvals, returning one copy of the plans duly signed by him.

b) The said plot of land shall be fenced in during construction by the Licensee at his/her expense in every respect.

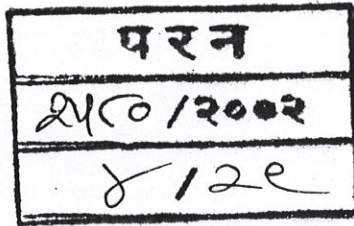
Fencing during
constructions

c) No work shall be commenced which infringes any of the conditions in the Second Schedule and until a no objection certificate is obtained from the Maharashtra Pollution Control Board provided further that even additions and alterations, if any also shall not be commenced without prior approval from the Local Authority/ Planning Authority.

No work to
begin until plans
are approved.

Time limit for
commencement
and completion



d) 'That he/she shall within a period of 84 months from the date hereof commence, and within a period of three years from the said date at his/her own expenses and in a substantial and workman like manner and with new and sound materials and in compliance with all Municipal rule, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformably to the approval by the Local Authority/ Planning Authority marked on the plan hereto annexed and the Building Regulations, build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto.

Planting of
trees in the
open space

e) The Licensee shall at its own expense within a period of Seven year from the date hereof plan trees in the open space on the periphery of the said land (one tree per 200 sq. meters. And one treat a distance of 15 meters on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents.

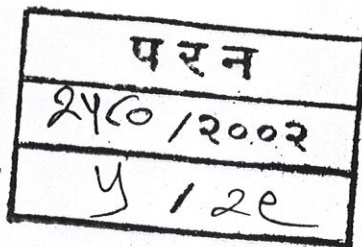
Rates
And Taxes

f) That he/she will pay all rates, taxes, charges, claim and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Fees of Service
Charges to be
paid by the
licences to

g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed there under in respect of the amenities or common facilities provided by the Grantor and in default of such payment within thirty days from the date of service on the Licensee of a notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at 17.5 per cent from the date of default in payment.

[Handwritten signature] *[Handwritten signature]*



Indemnity

h) 'That he/she will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining building or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or demanded by the Municipality or any local authority in respect of the said works or of anything done under the authority herein contained.

Sanitation

(i) That he/she observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being & shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

comply
With the Water
(Prevention
& Control of
Pollution) Act
1974 & Air
(Prevention
Control of
Pollution) Act
1981.

j) The Licensee 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 the rules made there under as also with any conditions which may from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid

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Excavation

k) That he/she will not make any excavation upon any part of the said land nor remove any stone, earth, or other material therefore excepted 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 the works authorised by this Agreement

Insurance

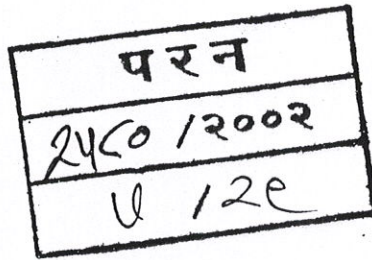
l) That he/she will as soon as any building to be erected on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensee against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building & will on request produce to the Chief Executive Officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

Benefit of
agreement not
assign able

m) That he/she will not directly or indirectly transfer, assign, sell, encumber or part with his/her interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

Nuisance

n) That he/ she shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third schedule hereunder written for any purpose which may be offensive by reason of emission of adour, 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 said Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of adour, liquid-effluvia-dust, some gas or otherwise howsoever,

Access
Road

o) That he/she shall at his/her own cost constructed and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer.

Preference in
employment of
Labour

p) That in employing skilled and unskilled labour he/she shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

Power to
terminate
Agreement

4) Should the Local Authority/Planning Authority not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or should the Executive Engineer not issue No Objection or if the same shall not be submitted within the time hereinbefore stipulated the chief Executive Officer may be notice in writing to the Licensee terminate this Agreement and if possession as a License has been given to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power of Grantor

5. Until the factory building and works have been completed and certified as completed in accordance with clause 7 her of the Grantor shall have the following rights and powers:-

a) The right of the Chief Executive Officer, the Executive Engineer and the Officer and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To resume
Land

b)(i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the

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essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor 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 his/her part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said land and everything thereon and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee 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 Grantor against the Licensee;

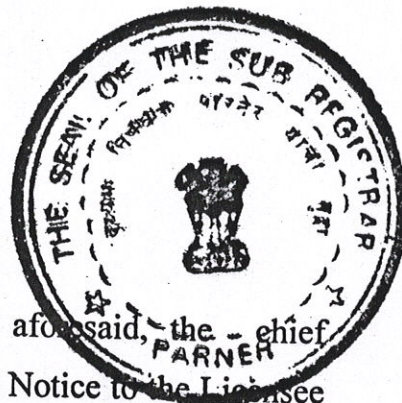
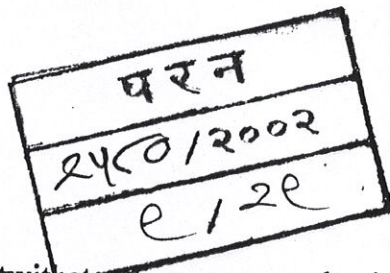
(ii) To continue the said land in the Licensee's occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer, and

(iii) To direct removal or alternation of any building or structure erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alternation not being carried out within the time prescribed cause the same to be carried out and recover the cost of carrying out the same from the Licensee as an arrear of land revenue.

c) All building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in Clause in 7 thereof.

Extension
Of time

[Signature] *[Signature]*



6. ' Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give Notice to the Licensee of his intention to enforce the Licensee's Agreement herein continued or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3 (d) above as if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Grant of
Lease



7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for the term of ~~ninety nine~~ ninety five years from the date hereof at the yearly rent of Rupee one.

From of
Lease



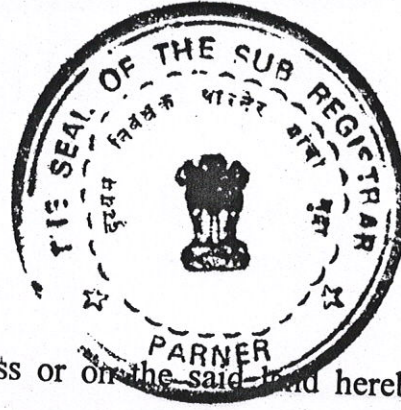
8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modification and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of the Agreement and its duplicate also the lease and its duplicate shall be borne and paid by the Licensee alone

Notice

9. All notice consents and approvals to be given under the Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorized by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last

Grantor
May alter
Estate

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known place or residence or business or on the said land hereby Rules
agreed to be demised or if the same shall have been affixed to any
building or erection whether temporary or otherwise upon the said
land.

10. The Grantor may at any time and from time to time alter the
layouts, Buildings Regulations, General Estate Regulations relating
to the other parts of the Estate of the Grantor of which the said
land forms part and the Licensee shall have no right to require the
enforcement thereof or any of them, any time against the Grantor or
any person claiming under the Grantor.

11. The marginal notes do not form part of this Agreement and they
shall not be referred to for the construction and interpretation
thereof. Conflict
Between
Agreement
And Rules

12. Should there be any conflict between the terms contained in this
Agreement and the terms contained in the Building Regulations set
out in the Second Schedule and the General Estate Regulations
hereunder written the former shall prevail.

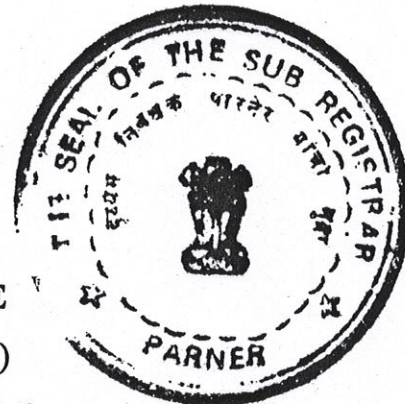
13. For the purpose of this Agreement to Lease the expression
Chief Executive Officer shall include the Deputy Chief Executive
Officer/the Regional Office/the General Manager (Legal) the Area
Manager and any other officer specially authorized by the Chief
Executive Officer.

IN WITNESS WHEREOF SHRI R.B. KUDALE
Area Manager of the Maharashtra Industrial Development
Corporation has for and on behalf of the aforesaid, Maharashtra
Industrial Development Corporation, set his hand and affixed the
Common Seal of the Corporation hereto on its behalf and the
Licensee has set his/her hand hereunto the day and year first above
written.

[Signature]

[Signature]

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FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No. B-6, in the Supa Parner Industrial Area, within village limits of Waghtunde and within the limits of _____ Municipal Council/outside the limits of _____ Municipal Council, Taluka Parner District Ahmednagar containing by admeasurements 10400 Square Meters or thereabouts and bounded as follows, that is to say-

On or towards the North by - Road,
On or wards the South by- Reserve Land,
On or wards the East by- Plot No. B-7 and
On or wards the West by- Plot N0.B-1/B-5

SECOND SCHEDULE

1. The Building Regulation of "A" class Municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.
2. The periphery of the plot shall be utilized for the purpose of planting trees. At lest one tree shall be planted per 200 square meter and one tree at a distance of 15 meters on the frontage of road part of but within the demised premises.
3. The Licensee 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 et out in the Third Schedule hereunder written.
4. The Licensee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards water pollution as also air pollution and shall duly comply

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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 no addition or alternation to building, the plans of which have been so approved, shall at any time be made except with the similar previous approach of the said Local Authority/Planning Authority.

6. All survey boundary marks demarcating the boundaries of plots shall be properly reserved and kept in good repair by the Licensee during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark, the officer authorized by the Grantor shall allocate this obligation suitably.

7. 3 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 No. Objection.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacturer from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric manufacture or their use or storage except as accessory to a permitted industry.
3. Ammonia manufacture.
4. Incineration, reduction or dumping of offal, dead animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.

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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's, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylien manufacture.
15. Dye-stuff and pigment manufacture.
16. Turepentine, paints, varnish or size manufacture or refining
17. Garbage, offal or dead animal reductions, dumping or incineration
18. Stock-yard or slaughter of animals or fowls.
19. Tallow , grease or lard manufacture.
20. Tanning , curing or storage or 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 adour, liquid-effluvia, dust, smoke, gas noise vibrations or fire-hazards.

FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at _____ the _____
day _____ One Thousand nine Hundred
and _____ BETWEEN MAHARASHTRA
INDUSTRIAL DEVELOPMENT CORPORATIONS, 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 herein after called " the Lessor " (which
expression shall, unless the context does not so admit, include its

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successors and assigns) of the One Part AND SHRI

Trading as a proprietor in the name & Style of Messrs.

and having his/her office/place of business at

Recitals,

hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include his heirs, executors, administrators and permitted assigns) of the Other Part:

WHEREAS by an Agreement dated the _____ day of _____ 199_____ and made between the Lessor of the Lessee upon the performance and observance by by the Lessee 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.

AND WEHEREAS pursuant to the said Agreement the certificate of completion contemplated has been granted:

AND WHEREAS for there 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 Panchyat 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.

Approximately per annum :

NOW THIS LEASE WITNESSETH as follows:-

Description of land

1. In consideration of the premises and the sum of Rs. _____(Rupees

) paid by the Lease 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

[Signature]

[Signature]

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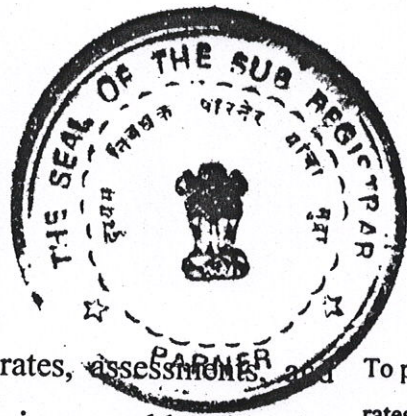
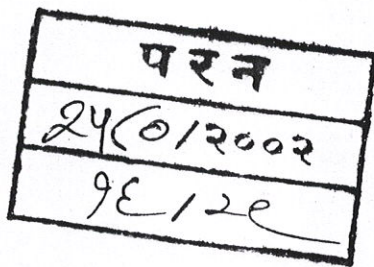
the Lessor All that piece of land known as plot NO. _____
in the industrial Area and within /outside the limits of
_____ Municipal Council, within the Village limits
_____ of Taluka and Registration Sub-
District _____ District and
Registration District _____ containing by
admeasurements _____ square meters or
thereabouts and more particularly described in the First Schedule
here under written shown surrounded by a red colored boundary
line on the plan annexed hereto together with the building and
erections now or at any time hereafter 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 _____ years
computed from the first day of _____ 19_____
subject nevertheless to the provisions of the Maharashtra land
Revenue Code, 1966 and the rules there under PAYING
THEREFORE 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 and other Officer to whom the duties or function 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 1st day of January in each
and every year.

2. The Lessee with intent to bind all person into whosoever hands Covenants
the demised premises may come doth hereby covenant with the By the
Lessor as follows: Lessees

a) During the said term hereby created to pay unto the Lessor the To pay
said rent at the times on the days in manner hereinbefore appointed rent
for payment thereof clear of all deduction.

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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.

c) Throughout the said term hereby created to pay to the Lessor from time to time such recurring fees in the nature of service charges as may from time to time prescribed by Government of Maharashtra under Maharashtra Industrial Development Act 1961 or Rules framed there under in respect of the amenities or common facilities provided by the Lessor.

To Pay fee or service charges

d) The Lessee/ shall at its/own expenses within a period of one year from the date hereof plant trees in the marginal space 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 the demised premises.

Planting of trees in the open space

e) Not to make any excavation upon any part of the said land hereby demised or remove any stone, sand gravel clay or earth there from except for the purpose of executing any work pursuant to the terms of the Lease.

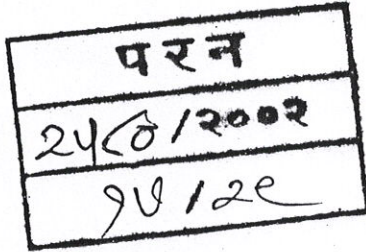
f) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

g) The Lessee having at his/her own expense 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 conditions to the satisfaction of the Executive Engineer, Maharashtra

Not to Evacuate

Not to erect beyond building Line

Access Road



Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "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).

To comply
With the
Provisions of
Water
(Prevention &
Control of
Pollution) Act
1974 & Air (Prevention &
Control of
Pollution) Act
1981

h) The Lessee shall duly comply with the provisions of the Water (Prevention and Control of Pollution) Act 1974 and Air (Prevention & Control of Pollution Act 1981, and the rules made there under as also with any condition which may from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Act 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 of any breach or noncompliance of any such provision or condition as aforesaid.

To build as
Per agreement



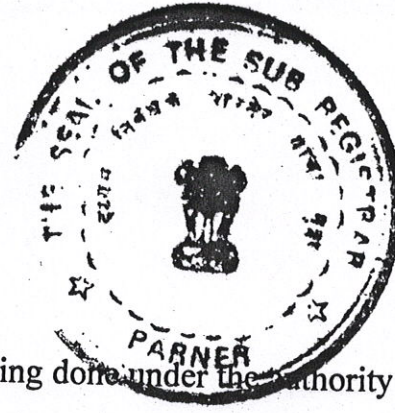
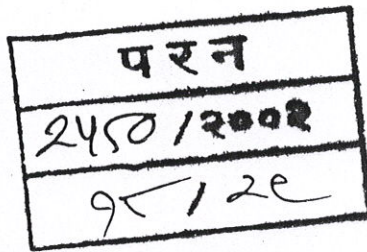
Plans to be
submitted
before
building.

i) 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 "Regulations set out in the Second Schedule hereto.

j) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details there of shall have been previously submitted by the Lessee in triplicate for scrutiny of in writing by the Executive Engineers, and a No. Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.

Indemnity

k) 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 works 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 any thing done under the authority herein contained.

l) 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 or other body having 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

m) To observe and conform to all rules, regulations and bye-laws of the Local authority concerned or any other statutory regulations in any way relating to public health and sanction 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 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

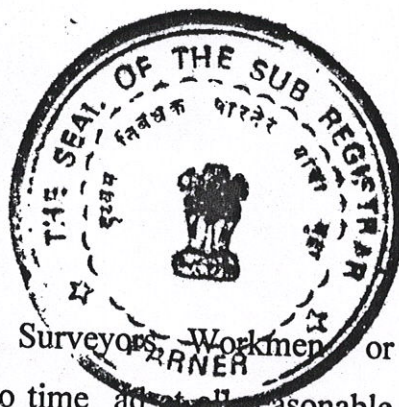
n) That no alternations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer and in accordance with the Building Regulations set out in the second schedule hereunder written.

o) Throughout the said term at the Lessee's expenses well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (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 and all fixtures and additions thereto.

Alternations

p) To permit the Lessor or the Chief Executive Officer or the

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Executive Engineer and the Officers, Surveyors, Workmen or To enter and inspect others employed by them from time to time at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect to state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may be notice to the Lessee call upon him/her to execute the repairs/ and upon his/her failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

Nuisance

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

r) 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 hereunder written 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, or offensive by 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 said 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.

Insurance

s) TO keep the buildings already erected or which may hereafter be erected on the said land excluding 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 plinths) 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

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२० / २०



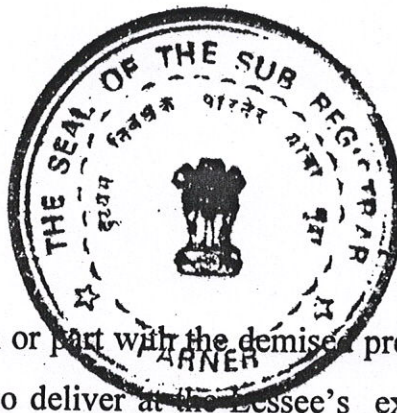
erected upon the said land or any part thereof shall if destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer 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.

(t) At the expiration or sooner determination of the said term quietly to deliver upto the Lessor, the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if he / she 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 himself/ herself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor leveled 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.

Not to assign

u) 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 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.

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v) If the Lessee shall sell, assign or part with the demised premises for the residue of the said term to deliver at the 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 be Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignment to be registered with Lessor

w) 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 Preference in employment of Labour

x) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred s 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 arrear 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. 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 been 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 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

Rent, fees etc in arrear

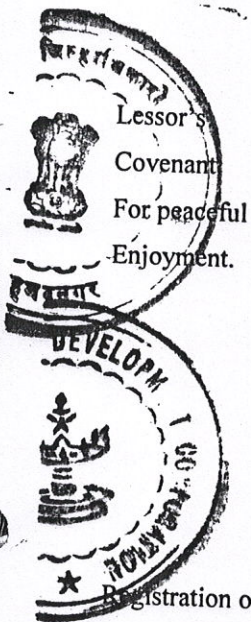
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premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor 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.



5. 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.

6. The layout of the _____ 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 the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any them against the Lessor or any person claiming under the Lessor

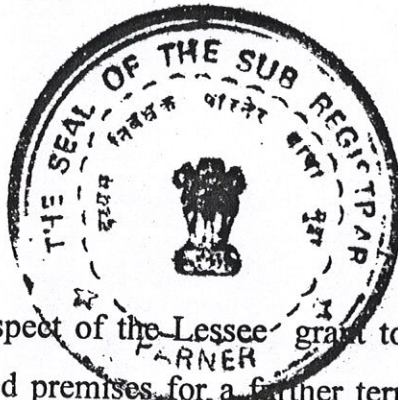
Renewal of
Lease

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 the term hereby granted the Lessor shall and will at

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the 'cost and expense in every respect of the Lessee' grant to the Lessee a new Lease of the demised premises for a further term of years on payment of premium as may be determined by the Lessor and with covenants provisions and stipulations 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.

Cost and
charge to be
borne by the
Lessee

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

Marginal
Notes

Marginal
Notes

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

IN WITNESS WHEREOF Shri

The General Manager (Legal) Regional Officer of Maharashtra Industrial Development Corporation , the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land know as Plot No. 13-6 in the Supa-Parner industrial Area within the Village limits of Waghunde and within/outside the limits of Municipal Council Taluka and Registration, Sub-District. Ahmad Nagar containing by admeasurements 10400.08 square Meters or there abouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say.

On or towards the North by

On or towards the South by

On or towards the East by

On or towards the West by

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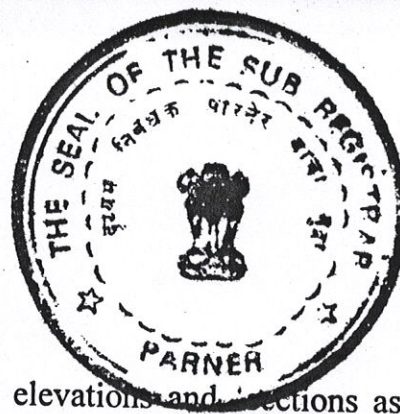


SECOND SCHEDULE

(Building Regulations)

1. The Building Regulation of "A" Class municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.
2. The periphery of the plot shall be utilized 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 part there 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. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority Planning Authority 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 Local Authority/ Planning Authority.
5. The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act 1974 & Air (Prevention and Control of Pollution) Act 1981 as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said 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.
6. 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 the same boundary mark the Officer authorized by the Lessor shall allocate this obligation suitably

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7. 3 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 No Objection.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provide however that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odour of fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sumptuous, 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 animals garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatin 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's, grease or lard refining or manufacture.
13. Manufacture of explosive or inflammable products of pyroxylin.
14. Pyroxyline manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. 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.

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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, vibrations or fire hazards.

SIGNED SEALED AND DELIVERED

By Shri R.B.KUDALE

the area Manager of the withinamed
Maharashtra Industrial Development
Corporation in the presence of

1. Shri. Abanare A.M.
H.S.

2. Shri. Warahare
R.D.



R.B. Kudale 17/10/02
AREA MANAGER
M.I.D.C. AHMEDNAGAR

SIGNED AND DELIVERED

By the above named Licensee

SHRI RAMESH NARAYAN PATIL

Prop.: of M/S. VISHAL INTERNATIONAL For VISHAL INTERNATIONAL
in the presence of:

R. Patil
Proprietor

1. Signature

Name Chetan R. Patil

Address Saikamal - R.H-19
Ramnagar WDA Road - Pune-21

2. Signature

Name Vijay B. Kalbhor

Address T.T.C - Mahape.
Plot No A-549/350 Mahape
Navi Mumbai 400701





18/07/2002

1:29:31 pm

दस्त गोषवारा भाग-1

दस्त क्रमांक : 2580/2002

दस्ताचा प्रकार : Lease

अनु क्र. पक्षकाराचे नाव

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

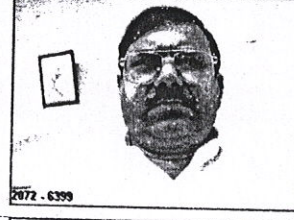
1 विशाल इंटरनॅशनल करीता रमेश नारायण पाटील

Executor

वय सज्जान, व्यापार रा. ठाणे

सही

[Signature]

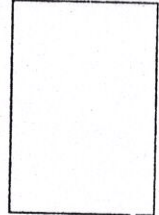
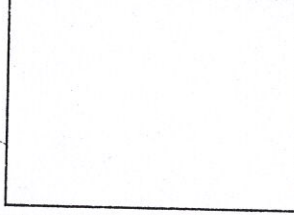


2 महाराष्ट्र इंडस्ट्रीयल डेव्हलपमेंट कोर्पोरेशन

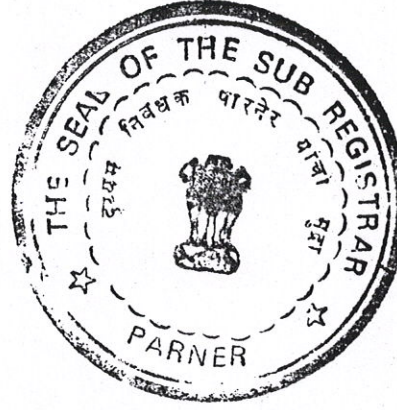
Executant

मुंबई - 38

सही



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24/07/2002
25/28





दस्त गोषवारा भाग - 2

दस्त क्र. [परन-2580-2002] चा गोषवारा
दस्तार मुल्य : 1 मोबदला : 312000 भरलेले मुद्रांक शुल्क : 20

दस्त हजर केल्याचा दिनांक : 18/07/2002 01:25 PM
निष्पादनाचा दिनांक : 17/05/2002

दस्ताचा प्रकार : 36) भाडेपट्टा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 18/07/2002 01:25 PM
शिकका क्र. 2 ची वेळ : (फ्री) 18/07/2002 01:29 PM
शिकका क्र. 3 ची वेळ : (कबुली) 18/07/2002 01:29 PM
शिकका क्र. 4 ची वेळ : (ओळख) 18/07/2002 01:29 PM

दस्त नोंद केल्याचा दिनांक : 18/07/2002 01:29 PM

दस्तऐवज करून देणार तथाकथीत [भाडेपट्टा] दस्तऐवज करून दिल्याचे कबूल करतात.

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात, व
ची ओळख पटवितात.

1) विजय बापूराव काळभोर, वय 27, व्यापार मु.पो.पाल, ता कराड

2) विशाल रमेश पाटील, वय 22, व्यापार रा ठाणे

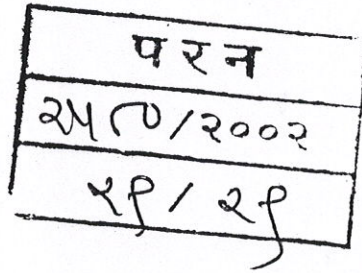
दु. निबंधकाची सही
पारनेर

पावती क्र.: 2085 दिनांक: 18/07/2002
पावतीचे वर्णन
नांव: विशाल इंटरनॅशनल करीता रमेश नारायण
पाटील

100 : नोंदणी फी
580 : नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल
(अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

680: एकूण

दु. निबंधकाची सही, पारनेर



पुस्तक क्रमांक :- १००
क्रमांक 2429
वर नोंदवा
दुय्यम निबंधक, पारनेर

दिनांक १८ माहे १८ जून २००२

