

Received Auctionation fee Rs. 100/-
Challan No/Receipt No 1852519 dated 20-9-07

Collector of stamps

Certificate U/S 32(1) (b) of the Bombay Stamp Act, 1958

Office of the

Collector of stamps

Case No Auj 352/07.

Date 20/9/07

Received from Shri M/s. Shetkari Baliraja Sugars Ltd.
residing at Plot No. 3-192 to 3-195 MTC Shendra, Aurangabad.

Stamp duty of Rs. 500/-, five hundred -

only vide

Challan No 300/- Dated 21/9/07 Certified under

Section 32 (1) (b) of the Bombay Stamp Act, 1958 that the full

duty of Rs. 300/- with which

this instrument is chargeable has been paid vide article No 36II, 35,

48, 54 of Schedule I

This certificate is subject to the provision of section
53 (A) of Bombay Stamp Act, 1958.

Place Aurangabad.

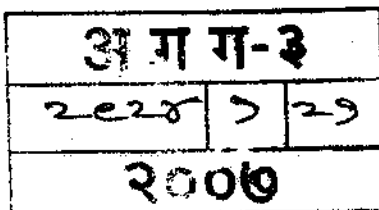
Date 21/9/07

Collector of Stamps

Aurangabad.



M V Rs. 598,76,500/-



THIS LEASE made at Aurangabad, the 26 day
of Sep. Two Thousand Seven 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 Merzban Path, Ballard
Estate, Mumbai-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 M/s. Shetkari Baliraja Sugars Ltd., a Company
incorporated under the Companies Act, 1956 and having
its Registered Office at C/o. Office No.13, 14, 15 Subhada
Co.Op.Soc., S.P. Road, Opp. Worali R.T.O., Worali,
Mumbai-400025. 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 23-Aug-07 and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed to grant to the Lessee upon its performance and observance 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:

Recitals.

AND WHEREAS the Lessee has paid Adjudication Charges of Rs. 200/- (Rupees Two Hundred Only) under receipt No. 1852388 on 31-May-07 and Stamp Duty of Rs. 17,96,695/- (Rupees Seventeen Lakhs Ninety Six Thousand Six Hundred Ninety Five Only) at the Office of the Collector of Stamps, Aurangabad under Challan No. 493 dt. 20-Jul-07. The Lessee has also paid Registration Charges of Rs. 30,000/- (Rupees Thirty Thousand Only) and Copying Charges of Rs. 640/- (Rupees Six Hundred Forty Only) for the aforesaid Agreement to Lease on 23-Aug-07 and the said Agreement to Lease has been registered at the Office of the Sub-Registrar, Aurangabad under No. AGG3-2582-2007 on 23-Aug-07.

AND WHEREAS the Lessee has agreed to construct built-up area of 21,664.11 sqm. as per building plans approved by the Executive Engineer of the Lessor under his No. 961 dt. 11-Jun-06 and has agreed to construct additional built-up area as indicated below within the period mentioned as under.

PHASE-I	Built-up area of about 177696 square meters	On or before Mar-2008 in addition to the built up area already constructed
PHASE-II	Built-up area of about 18000 square meters	On or before Aug-2008 in addition to the built up area as mentioned in Phase-I above
PHASE-III	Built-up area of about 173910 square meters	On or before Dec-2010 in addition to the built up area as mentioned in Phase-II above



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. 1478424/- (Rupees Fourteen Lakhs Seventy Eight Thousand Four Hundred Twenty Four Only) approximately per annum.

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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 in respect of the demised premises such yearly recurring fees or service charges as may from time to time to 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. 554409/- (Rupees Five Lakhs Fifty Four Thousand Four Hundred Nine only) approximately per annum.

To pay fees or service charges.

(d)(i) That the Lessee shall on or before the 05-Dec-10 at its own expense and in substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications approved by the Special Planning Authority / Executive Engineer, in charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunder written build and completely finish fit to the satisfaction of the Special Planning Authority / Executive Engineer the said building and other structures thereon at least 21664.11 square meters of plot area for the use as an industrial factory with all requisite drains and proper convenience thereto and shall obtain from the Special Planning Authority / Executive Engineer a building completion certificate to that effect;

Completion of factory building.

PHASE-I Built-up area of about 177696 square meters

On or before Mar-2008 in addition to the built up area already constructed

PHASE-II Built-up area of about 18000 square meters

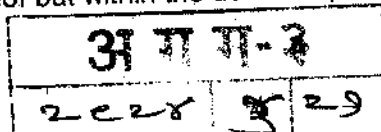
On or before Aug-2008 in addition to the built up area as mentioned in Phase-I above

PHASE-III Built-up area of about 173910 square meters

On or before Dec-2010 in addition to the built up area as mentioned in Phase-II above

(d)(ii) The Lessee shall at its own expenses within a period of one year from the date hereof plant trees in the open space 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



NOW THIS LEASE WITNESSETH AS follows:

1. In consideration of the premises and of the sum of Rs. 36960600/- (Rupees Three Crores Sixty Nine Lakhs Sixty Thousand Six Hundred 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. D-192, D-193, D-194 & D-195 in the Shendra Five Star Industrial Area, within the village limits of Kumbhephal, and outside the limits of Aurangabad Municipal Corporation, in rural area, Taluka and Registration Sub-District Aurangabad, District and Registration District Aurangabad, containing by admeasurement 16074 sqm. (in respect of Plot No. D-192), 242782 sqm. (in respect of Plot No. D-193) and 110750 sqm. (in respect of Plot Nos. D-194 & D-195) i.e. total 369606 square meters or thereabouts and more particularly described in the First Schedule hereunder written and shown surrounded by a 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 Aug-07 subject nevertheless to the provisions of the 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 of 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 each and every year.

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

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

Description of Land.

Covenants by the Lessee.

To pay rent.



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(e) 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 of building or for the purpose of executing any work pursuant to the terms of this Lease.

Not to excavate.

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

Not to erect beyond building line.

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

Access Road

(h)(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 the Environment (Protection) Act, 1986 and amendments issued from time to time and the 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 of any breach or non-compliance of any such provision or conditions as aforesaid;

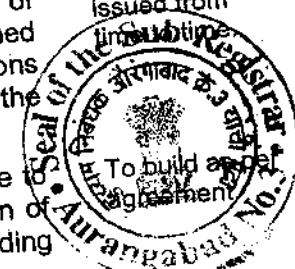
To comply with the provisions of Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention & Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from

(h)(ii) The Lessee shall have to become a member of Common Effluent Treatment Plant (CETP), if established and to observe the criteria / rules and regulations prescribed for the disposal of effluent and produce the proof thereof to the Lessor.

(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 thereof shall have been previously submitted by the Lessee in triplicate for scrutiny

Plans to be submitted before building.



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of and be approved in writing by the Special Planning Authority / Executive Engineer and a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.

(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 anything done under the authority herein contained.

Indemnity.

(l)(i) The Lessee shall at its own cost and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during construction.

(l)(ii) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to confirm to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or any 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.

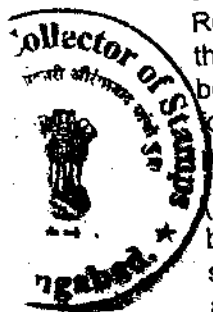
To build according to rules.

(m) To observe and confirm 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 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 Special Planning Authority / Executive Engineer and shall not without the previous approval in writing of the Special Planning Authority / Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such approval being given shall comply strictly with the terms thereof.

Sanitation.

(n) That no alterations or additions 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 approval in writing of the Special Planning Authority / Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunder written.

Alterations.



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(o) Throughout the said term at the Lessee 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 Special Planning Authority / Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To repair.

(p) To permit the Lessor or the Chief Executive Officer or the Special Planning Authority / Executive Engineer and the Officers, Surveyors, Workmen or others employed by it from time to time and 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 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.

(q) That it shall not at any time to 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 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, Central Pollution Control Board and Ministry of Environment and Forest, Government of India 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. In nutshell the Lessee shall not do or permit anything to be done on the demised premises, which may be a nuisance or annoyance or disturbance to owners, occupiers, or residents of other premises in the vicinity.

Nuisance.

(r) To use the demised premises only for the purpose of 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 purpose of any factory which may be obnoxious, 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 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.



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(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 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 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 Special Planning Authority / 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 Special Planning Authority / 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.

Insurance.

(t) At the expiration or sooner determination of the said term quietly to deliver up to 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 shall have paid the rent and all Municipal and other taxes, rates and assessments then due and shall have been performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself 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.

Delivery of possession after expiration.

(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.

Not to assign.



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(v) In pursuance of sub-clause (u) herein above if the Lessee shall sell, assign or part with the demised premises for the then 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 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 registered with the Lessor.

(w)(i) 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.

(w)(ii) While employing the skilled and unskilled labour, the Lessee shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipments / machineries used by the Lessee and the general qualification of the local labour.

(x) And in the event of 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 transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

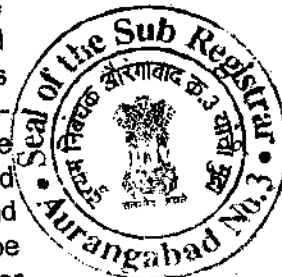
Notice in case of death.

If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessees hereunder shall be in arrear the same may be recovered together with the interest at the rate prescribed by the Lessor from time to time from the Lessees 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 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 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

Rent, fees etc. in arrear.



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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 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 Lease shall determine and all erections and materials, plant 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 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) above the Lessor may direct removal or alteration of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out same from the Lessee as an arrears of land revenue.

(c) All building materials 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 materials (removed for the purpose of being replaced by proper material) shall be removed.



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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.

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' 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.

Lessor's
covenant for
peaceful
enjoyment.

6. The layout of the Shendra Five Star 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 of them against the Lessor or any person claiming under the Lessor.

Alteration of
estate rules.

7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee herein before 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 the cost and expenses in every respect of the Lessee grant to the Lessee a new Lease of demised premises for a further term of Ninety five years on payment of premium as may be determined by the Lessor and with covenants, provisos 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.

Renewal of
Lease.

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.

Costs and
charges to be
borne 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.

Marginal Notes.

10.(a) All charges including rent, recurring fees, service charges due and payable by Lessee, if not paid within time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time.

Interest payable
on account of
Delayed
payment
charges.

(b) All payments due and payable by Lessee to the Lessor, if not paid within prescribed time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time.



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IN WITNESS WHEREOF Shri Ashok Chaudhari, Regional Officer of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf the Lessee hath caused its common seal to be affixed hereto the day and year first above written.

FIRST SCHEDULE
(Description of Land)

All that piece or parcel of land known as Plot No. D-192, D-193, D-194 & D-195 in the Shendra Five Star Industrial Area, within the village limits of Kumbhephal and outside limits of Aurangabad Municipal Corporation, in rural area, Taluka and Registration Sub-District Aurangabad, District & Registration District Aurangabad, containing by admeasurement 16074 sqm. (in respect of Plot No. D-192), 242782 sqm. (in respect of Plot No. D-193) and 110750 sqm. (in respect of Plot Nos. D-194 & D-195) i.e. total 369606 square meters or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:-

On or towards the North by MIDC Boundary,
On or towards the South by Plot No. D-196,
On or towards the East by MIDC Land and MIDC Boundary and
On or towards the West by Plot No. D-191, MIDC Road and MIDC Boundary.

Which said boundaries were erroneously described in the said Agreement to Lease as follows, that is to say...

On or towards the North by MIDC Boundary,
On or towards the South by Plot No. D-196,
On or towards the East by MIDC Land and MIDC Boundary and
On or towards the West by MIDC Road and MIDC Boundary.

SECOND SCHEDULE
(BUILDING REGULATIONS)

1. The Building Regulations of the Lessor as amended from time to time will be the Building Regulations applicable for development of the plots in this industrial area.
2. The periphery of the plot shall be utilized for the purpose of planting trees. Atleast 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 said 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 Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of the Pollution) Act, 1974, and Air (Prevention and Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules made thereunder, 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 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 Officer authorized by the Lessor, and no addition 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 Officer.

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.

THIRD SCHEDULE
(List of Obnoxious Industries)

1. Fertilizer manufacture 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 odour 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 animals, garbage, or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching Powder manufacture.



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9. Gelatine or glue manufacture or process involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dyestuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animal's reductions, dumping or incineration.
18. Stockyard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning curing or storage of rawhides or skins.
21. Wool pulling or scouring.
22. Yeast plant.
23. Paper and paper products.
24. Charcoal.
25. Manufacture of Viscose Rayon.

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
Shri Ashok Chaudhari, the Regional
Officer of the withinnamed
Maharashtra Industrial Development
Corporation in the presence of:

1. Sd/- N. P. Wite, Asstt
MIDC

Wite

**Regional Officer
MIDC, Aurangabad.**

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22	8	29
2019		

2. Shri L.T. Jadhav, AAM
MIDC

The Common Seal of the abovenamed
Lessee M/s. Shetkari Baliraja Sugars
Ltd. was, pursuant to a Resolution of
its Board of Directors passed in that
behalf on the 20 day of July
_____ affixed hereto in the
presence of Shri Ajay W. AGARWAL

_____ and
Shri _____
_____ Director/s and Shri

_____ of the Company who, in
token of having affixed the Company's
Seal hereto, has set his hand / have
set their respective hands hereto, in
the presence of :-

1. AVIJIT GHOSH

2. Narendra Dhanak

20

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2225	25



संदर्भ :- अभिनिर्णय अर्ज क्र. 352/02 नुसार अभिनिर्णय शुल्क रु 900/-

पावली क्र-1852519 दिनांक 20/9/2007 अनुसार जमा केलें,

जा.क्र./सनिनिओ/अभिनिर्णय/ 3521
सहजिल्हा निबंधक वर्ग १ तथा मुद्रांक
जिल्हाधिकारी यांचे कार्यालय, औरंगाबाद
दिनांक २१/९/२००७

आदेश

मुंबई मुद्रांक अधिनियम १९५८ चे कलम ३१ (१) नुसार वरिल संदर्भ अर्जा सोबत सादर केलेले संलेखाची तपासणी केली असता तो प्रि डिपेंडेंट चा संलेख ठरत असल्याने मुंबई मुद्रांक अधिनियम १९५८ चं अनुसूची १ अनुक्रम ३६ IV ३५ नुसार त्यास रु 500 चे मुद्रांकाची आवश्यकता आहे.

प्रत्यक्षात मसुदा संलेखास रु. _____ चे मुद्रांक दिलेले असल्याचे त्यास ६७०१/—

5001 - चे मुद्रांक शुल्क कमी पडलेले आहे. कमी पडलेले मुद्रांक शुल्क आवेशा प्रामुख ६० दिवसाचे आत शासनास जमा करावे नसता नसतीबंद केली जाईल. निष्पादन शलेखारा कलम ३९ नुसार दंडाची दरमहा २ % प्रमाणे आकारणी केली जाईल.



मुद्रांक जिल्हाधिकारी
औरंगाबाद

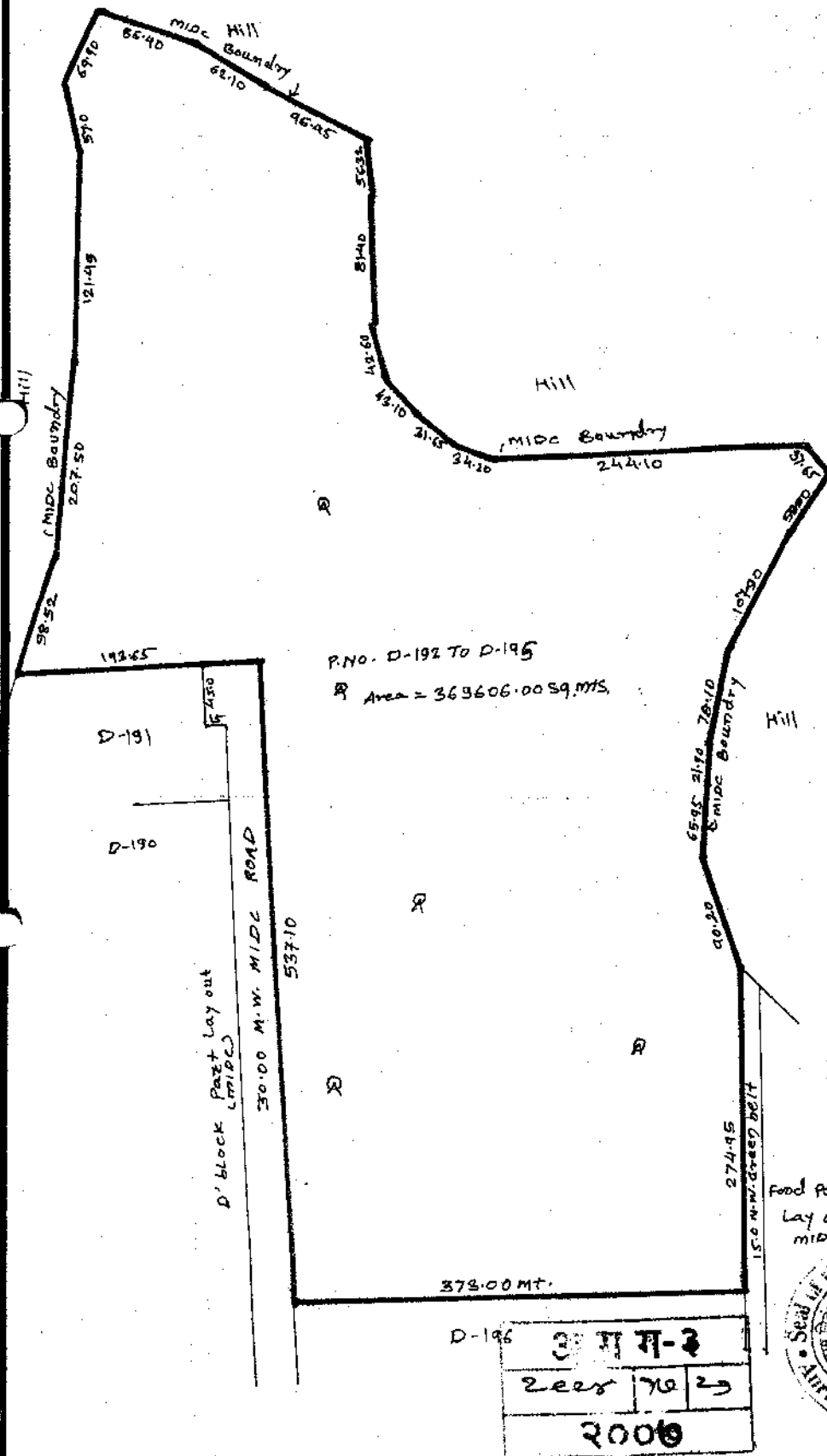
प्रति,

श्री/श्रीमती काय अग्रवाल
ने शेतकरी कळिराजा शुभाभाषी
पत्र no. 3-1928 195 मारु
शेता अरिगाव्या

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२२४ १९ २९
२००९



FIVE STAR SHENDRA INDUSTRIAL AREA
 Village *Humbardga Road Dindga Road*
 SCALE: 1 CM = 40 MTS.



P.No. D-192 TO D-195
 Area = 363606.00 SQ. MTS.



Surinder
 G. P. Rathod
 SURVEYOR
 MIDC, AURANGABAD



3619
 Regional Officer
 MIDC, Aurangabad.



Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Regional Office, Aurangabad

l : +91-240-2331013 +91-240-2346321

ax: +91-240-2346422

E-mail : roaurangabad@midcindia.org

MIDC Industrial Area,
Near Railway Station,
AURANGABAD
431005

No.

To,

Date : 22-Sep-2007

M/s. Shetkari Ballraja Sugars Ltd.,
8e, Vandana Building [8c]
11., Tolstoy Marg,
New Delhi
110001

Subject : Plot No D-193 D-194 D-195
From : SHENDRA FIVE STAR INDUSTRIAL AREA
Execution of Lease.

Sir/Madam/Gentlemen,

The Lease in respect of the above said plot has been executed on .The Lease is to be presented to the Sub-Registrar for the purpose of registration within a specific time limit prescribed by the law viz. within 4 months from the date of execution of documents. We would request you to lodge both copies of the Lease for the registration making.

- (1) The original returnable to you and
- (2) The duplicate to the

Regional Office, Aurangabad

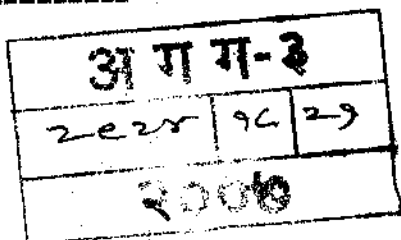
MIDC Industrial Area,
Near Railway Station,
AURANGABAD , 431005

- (3) Three Xerox copies of original documents of Lease on the ledger paper duly executed by yourself and MIDC, be submitted to the Sub-Registrar along with original document. Xerox copies should be prepared by inserting butter papers amongst all the pages of the documents.

The Government in the Revenue and forest Department by its Notification No. RGN. 1093/1470/ Cr.No.360/M-1, dated 18 November 1996 has exempted the undersigned from appearing before the Sub-Registration of Assurances for the purpose of registration of the Lease and such incidental documents. A copy of the Notification is attached herewith for handing over to the Sub-registrar of Assurances at the time of presenting documents for registration.

We would like to request you to intimate us the serial nos. and the date on which the documents have been lodged for registration with the Sub-Registrar of Assurances. Two Xerox copies of the receipt of the payment of the registration charges obtained by you from the Sub-Registrar of Assurances may be forwarded to us for record as proof of lodging the lease and its duplicate for registration.

We inform you that Income Tax Authorities have omitted section 230A of IncomeTax Act 61 from the statute Book with effect from 01-06-2001 by Finance Act 2001. Therefore no question arises of issuing any certificate under the said section by the undersigned.



Before lodging the Lease for registration as above, you may keep certified true copies of the original documents for your record till you get the original documents duly registered. You may need the same submitting to the financial institution when you decide to raise financial assistance for your unit.

Thanking you,

Yours faithfully

[Signature] 26/9
REGIONAL OFFICER,
MIDC, AURANGABAD

End : as above

Copy f.w.cs. to the General Manager(Legal) MIDC, Marol, Mumbai-93.

Copy to the Area Manager, MIDC.

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२८२४	१८	२९
२००९		



107

दुय्यम निबंधकः

18 pm

औरंगाबाद 3

दस्त गोषवारा भाग-1

अगग3

दस्त क्र 2924/2007

क्रमांक : 2924/2007

भाषा प्रकार : भाडेपट्टा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: मॅसे शेतकरी बँकीराजो शुगरस लि. तर्फे डायरेक्टर

पत्ता: घर/फ्लॅट नं. -

गल्ली/रस्ता -

ईमारातीचे नाव -

ईमारात नं. -

पेठ/वसाहत -

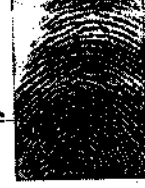
शहर/गाव: 9-बी वर्दन व्ही आय

शहर/गाव: उत्तर

लिहून घेणार

वय 52

सही



2 नाव: एमआयडीसी तर्फे रिजनल ऑफिसर अशोक

दीघरी -

पत्ता: घर/फ्लॅट नं. -

गल्ली/रस्ता -

ईमारातीचे नाव -

ईमारात नं. -

पेठ/वसाहत -

शहर/गाव: औरंगाबाद

तालुका: औरंगाबाद

पिन -

पॅन नम्बर -

लिहून देणार

वय

सही

उपलब्ध नाही.

उपलब्ध नाही

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2028 2029

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

1 OF 1

दस्त गोषवारा भाग - 2

अगग3

दस्त क्रमांक (2924/2007)

दस्त क्र. [अगग3-2924-2007] चा गोषवारा
बाजार मुल्य : 59876500 मोबदला 59876500 भरलेले मुद्रांक शुल्क : 300

दस्त हजर केल्याचा दिनांक : 26/09/2007 12:18 PM
निष्ठावनाचा दिनांक : 26/09/2007
दस्त हजर करणा-याची सही :

दस्त अनुच्छेद प्रकार: भाडेपट्टा

शिका क्र. 1 ची वेळ : (सादरीकरण) 26/09/2007 12:18 PM
शिका क्र. 2 ची वेळ : (फ्री) 26/09/2007 12:27 PM
शिका क्र. 3 ची वेळ : (फबुली) 26/09/2007 12:29 PM
शिका क्र. 4 ची वेळ : (ओळख) 26/09/2007 12:29 PM

दस्त नोंद केल्याचा दिनांक : 26/09/2007 12:29 PM

ओळख :

खालील इसम असे निवेदीत करतात की ते दस्तावेजात दर्शविलेल्या स्थळावर स्वतःच्या नावावर व त्यांची ओळख पटवितात.

1) अविजीत नरीपेंद्र घोष, घर/फ्लॅट नं.

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/वसाहत :

शहर/गाव: एन-5 सिडको औरंगाबाद

तालुका: औरंगाबाद

पिन :

2) नरेंद्र माणिकराव दमाले, घर/फ्लॅट नं. :

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/वसाहत :

शहर/गाव: सिडको औरंगाबाद

तालुका: औरंगाबाद

पिन :

मुद्रांक शुल्क: सवलत : शासकीय नियमानुसार मु शु आकारणी

द. निबंधकाची सही
औरंगाबाद 3

अ ग ग-3		
2	2	2
2000		

पावती क्र.: 3233 दिनांक: 26/09/2007
पावतीचे वर्णन
नाव: मेर्स शेतकरी बळीराजा शुगरस लि. तर्फे
डायरेक्टर अजयकुमार राममूर्तिसरण अग्रवाल

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

520: एकूण

द. निबंधकाची सही, औरंगाबाद 3

प्रमाणित करण्यात येते की

सदर दस्तावेजात एकूण 29 पाने आहेत

नबरी नोंदवला ताराख 22/09/07

नबरी नोंदवला ताराख 22/09/07

सह दुय्यम निबंधकाची सही
औरंगाबाद 3

