opicion A .043 BN/110 Lease dated 13/07/1982 between MIDZ SKR woodpecker Put. 642 VILLAGE: - MAHAPE, TAL& DISTRICT-THANA.

P. NO. 44

SCALE: - 1C.M = 10MTS

Nahud Curimbhoy

Assistant Lew Causes
Maharashtra Industrial Development Corporation

P.P. 127 VOI. 73 BRO

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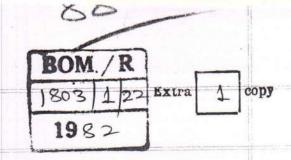


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Receipt No. 124 Date. 8.2-82
No. 669 / 1522/s
GENERAL STAMP OFFICE
Bombay 8.2-1582

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CERTIFIED under S e S2 of the Bombay Stamp

Act, 1958, that the foll stamp duty Rupees (Rs 1630/-)

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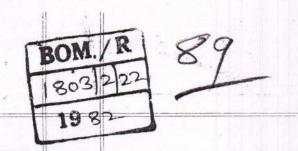
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One thousand nine hundred and Eighty-two Between -MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a -Corporation constituted under the Maharashtra Industrial
Development Act, 1961 (Mah. III of 1962) and having its
principal office at Orient House, Mangalore Street, Ballard Estate, Bombay 400 038 hereinafter called "the
Lessor" (which expression shall, unless the context does
not so admit, include its successors and assigns) of the
First Part; And Shri. Capt. S.K. RATHORE, hereinafter -called "the Confirming Party" of the Second Part And Messrs. SKR WOODPECKER PRIVATE LIMITED, a company -incorporated under the Companies Act, 1956 and having its
registered office at 11, "Nymph", N. Dabholkar Road, --

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Recitals.

Malabar Hill P.O.Bombay-400 006 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 Third Part;

WHEREAS by an Agreement dated the 11th day of -February 1972 and made between the Lessor of the One
Part and the Confirming Party of the Other Part the
Lessor agreed to grant to the Confirming Party upon the
performance and observance by the confirming party 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 WHEREAS pursuant to the said Agreement the certificate of completion thereby contemplated has been granted;

AND WHEREAS at the request of the confirming party the Lessor has agreed to grant unto the lessee a lease of the piece of land and premises in the manner hereinafter mentioned;

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. 64350/- approximately per annum;

NOW THIS LEASE WITNESSETH as follows:

In consideration of the premises and of the sum

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of Rs. 36,900/- (Rupees thirty six thousand and nine hundred only) paid by the confirming party 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 the confirming party doth hereby confirm unto the Lessee -All that piece of land known as Plot No. 43 in the Trans Thana Creek Industrial Area, within the village thimits of Mahape and outside the municipal limits Taluka and registration Sub-District Thane, District and Registra -tion District Thane, containing by admeasurement 1842 square metres 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 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 ninety five years computed from the first day of February 1972 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 -

-4-



which expression shall include any other officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the first day of January in each and every year.

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

To pay rent. (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.

To pay rates and taxes. (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 fees or service charges.

(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 be prescribed by the Government of Maharashtra under the Maharashtra Industrial Develop—ment Act, 1961 or Rules framed thereunder in respect of the amenities or common facilies provided by the Lessor.

(d) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, -

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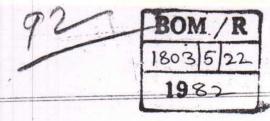
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gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of -- executing any work pursuant to the terms of this Lease.

(e) 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.

(f) The Lessee having at its 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 condition to the satisfaction of the Executive Engineer.

(g) The Lessee shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969, and the rules made thereunder as also with any condition which may, from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board constituted - under the said Act, as regards the collection, treatment and disposal or discharge of effluent or waste or other-wise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provision or condition as afore-said.

(h) Not at any time during the period of this demise or to erect any building, erector extructure on any portion of the said land except in accordance with the said --- Building Regulations set out in the Second Schedule hereto.

Not to erect beyond build-ing line.

Access road.

To comply with the provi--sions of Mahara-shtra Preven-tion of wat Pollut: Act, 1969.

To build as per agreement - 6 -

Plans to be submit -ted before building.

(i) That no building or erection to be erected -hereafter shall be commenced unless and until specifica--tions, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in -triplicate for scrutiny of and be approved in writing by the Executive Engineer, and a No Objection Certificate -shall have been obtained from the Maharashtra Prevention of Water Pollution Board as provided in the said Building Regulations.

Indemnity.

(j) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caus--ed to any adjoining buildings or other premises by such building or in consequence of the execution of the afore--said 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.

To build according to rules.

- (k) 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 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.
- Sanita--tion.
- (1) To observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other

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To repair.

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egulations r any other health and sanitation in force for the time being and to provide -sufficient latrine accommodation and other sanitary --arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the -demised premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the
Executive Engineer permit any labourers or workmen to -reside upon the demised premises and in the event of such
consent being given shall comply strictly with the terms
thereof.

(m) 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 Executive Engineer.

(n) Throughout the said term at the Lessee's expense 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.

(o) To permit the Lessor or the Chief Executive -Officer or the Executive Engineer and the Officers, -Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the

To repair.

Altera-

-tions.

To enter, and inspect.



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 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 respects of the Lessee.

Nuisance.

(p) 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.

User.

(q) 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, 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 Prevention of Water Pollution 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.

e. (r) To keep the buildings already erected or which may hereafter be erected or the said land excluding foundations

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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 founda--tion 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 -for thwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repair--ing the premises destroyed or damaged under the direct--ion 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 damag--ed 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.

(s) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised expiration premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions



herein contained prior to the expiration of the said -term to remove and appropriate to itself all buildings,
erections and structures and materials from the said -land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good -order and condition to the satisfaction of the Lessor all
land from which such buildings, erections or structures
may have been removed.

Not to assign.

-ssion of the demised premises or any part thereof or 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 his present demise.

Assign-ment
to be
register-ed with
Lessor.

(u) 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 --

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(v) 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.

prefer--ence in employ--ment of labour.

To give

(w) And in the event of the death of the permitted assigns or assign of the Lessee, being a natural person,
the person or persons to whom the title shall be transfer-red as heir or otherwise shall cause notice thereof to
be given to the Lessor within three months from such -death.

Notice in case of death.

3. If and whenever any part of the rent hereby -reserved or recurring fees or service charges payable by
the Lessee hereunder shall be in 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 reenter 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

- 12 -

built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the --Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some -part of the demised premises a notice in writing of his intention to enter and of the specific breach or breac of covenants in respect of which the re-entry is intent 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.

Lessor's -ful enjoy--ment.

The Lessor doth hereby covenant with the Lessee 5. for peace 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.

Altera--tion of Estate Rules.

The layout of the Trans Thana Creck 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.

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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 -- 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 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.

Costs and 8. charges to be re borne by the Lessees.

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.

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 Shankar Ganesh Kapre the
Assistant Law Officer of the Maharashtra Industrial --Development Corporation has, for and on behalf of the -Maharashtra Industrial Development Corporation, the Lessor

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abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Confirming Party has set his hand the Lessee hath caused its Common Seal to be affixed thereto the day and year first abovewritten.

FIRST SCHEDULE (Description of land)

All that piece or parcel of land known as plot No. 43 in the Trans Thama Creck Industrial Area within the village limits of Mahape and outside the municipal
limits, Taluka and Registration Sub-District Thane,
District and Registration District Thane containing by
admeasurement 1842 square metres or thereabouts and -bounded by red coloured boundary lines on the palm annex-ed hereto, that is to say-

On or towards the North by Estate Road,
On or towards the South by Plot No. 47,
On or towards the East by Plot No. 44 and
On or towards the West by Plot No. 42.

SECOND SCHEDULE

(Building Regulations)

- 1. The total built up area shall not be more than a half of the total area of the plot; a strip of not less than five metres shall be left open to the sky on the --periphery of the plot.
- 2. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be --

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- 15 -

used for obnoxious industries, a list whereof is attached.

- 3. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the Officer authorised by the Lessor.
- -cate from the Maharashtra Prevention of Water Pollution
 Board constituted under the Maharashtra Prevention of -Water Pollution Act, 1969, 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 Ortificate.
 - 5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor, and no additions or -- alterations to buildings, the plans of which have been so approved, shall at any time be made except with the simi-lar previous approval of the said Officer.
 - 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 -- authorised by the Lessor shall allocate this obligation

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suitably.

- 7. No temporary or semi permanent structure shall be built on the plot, except during the period of construction (or reconstruction in future).
- The final working drawings to be submitted for the approval of the Lessor shall include :-
 - (i) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre.
- (ii) 4 cms. to 1 metre details when required.
- (iii) Block plan drawn to a scale of 1 cm. to 5 metroshowing the lay-out with the proposed building shown coloured red therein.
- (iv) Any other details or particulars required by the --

The abovementioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of obnoxious Industries)

- 1. Fertiliser manufacture from organic materials, -provided, however, that these provisions shall not apply
 to the manufacture of fertilisers from previously process-ed 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 or other acid manufacture or their use of storage, except as accessory to a permitted industry.

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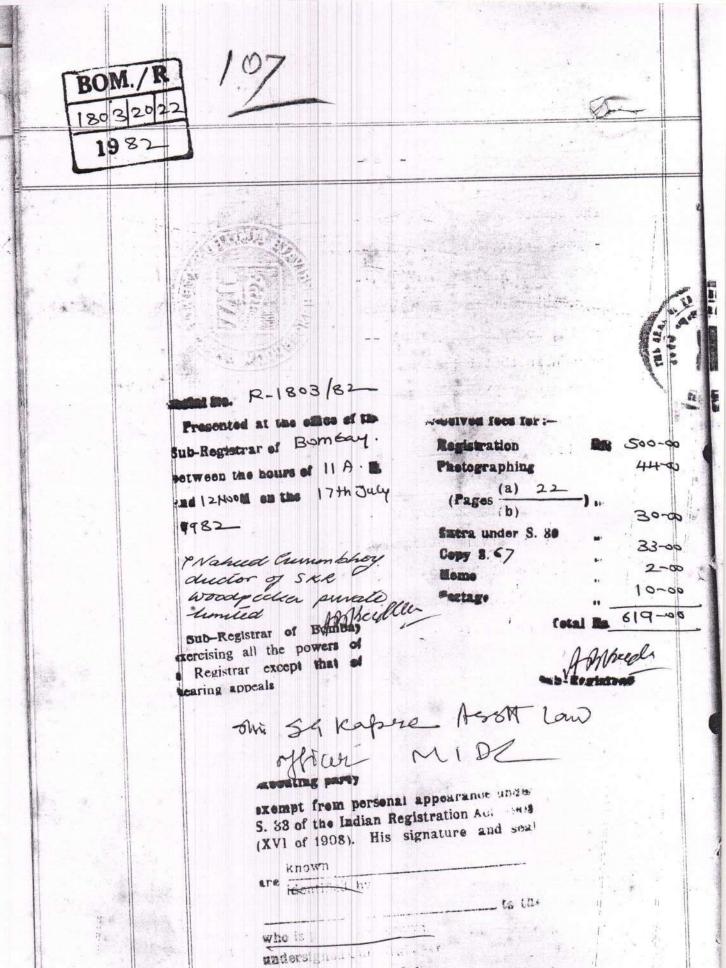
except

- 4. Incineration, reduction or dumping 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. Gelatine or glue manufacture or processes involging 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. 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.
- 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 offen--sive by reason of emission of odour, liquid-effluvia,

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illustion on fire-bazards.	
dust, smoke, gas, noise, vibration or fire-hazards.	
DEL TARDED)	
SIGNED, SEALED AND DELIVERED)	
by SHRI SHANKAR GANESH KAPRE)	
the Assistant Law Officer of)	
the withinnamed Maharashtra) Sakayme	-
Industrial Development) (s. G. MATTE)	-
ASSISTANT DATE OF	
Corporation, in the presence) Maharashtra Industrial Development Corporation	
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(1) (3) SALVI)	**
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(2) Satoshugs)	
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SIGNED AND DELIVERED by the)	
abovenamed Confirming Party)	
Capt. S. K. RATHORE, in the)	
presence of-	
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(1) Signature Naheed - Lowenthey	*
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Die Plandarlear	
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Address:- Norsa Haji Pahrawala. 20. Dr. E. Masos Al. Mahalamu Bornbay 11	,
(2) Signature Sambay 11	
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Name fruit follows busines.	
Address: 101 Bharah Apartments.	4
Address: - Whatar Soula ang.	

The Common Seal of the above-) -named Lessee MESSRS. SKR --) WOODPECKER PRIVATE LIMITED, -) was, pursuant to a Resolution) of its Board of Directors --) passed in that behalf on the) 31st day of May, 1989 affixed hereto in the presence) of Shrimati Maheed Waheed Cumbhay Currinbhoy Director of the Company who, in token of having affixed the) Company's seal hereto, has set) his respective hand hereto, in) the presence of :-(1) V.l. Ravoor (DR. V. R. PAVDOR)
(2) RShandaslows)

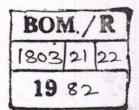


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Smt. Naheed Currin shoy, aged 22405.,
Director, Rlat- Datta prasad, Ground Floor,
Gamadia Cross Road, Bloay. 26, as Director
of MIS SKR Woodpecker Put. Ltd., executing
Party, Indian, admits execution of so called
deed of Lease. and identify the seal of
the Company.



> Naheed Curimbhoy

Jamietram & Madan, Advocates and Solicitors, 640B "Bhavesha", Veera Desai R and Andherl West, Bennbay 4 5 058 and the Sub-Registral (States the Sub-Registral States the Su

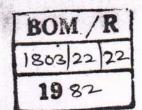
Dated 17-7-1982 AMPerly

capt. Shivkumar Rathore 3/0 Kanai yald.
executing party aged 61. Intram, Returned
Plat 11' Nymph' N. Dubhalkar Rd: Pshuy 6.
colombi execution of your so called deed or.
Lease.

Shri K. T. Damania. Clerk of Massis Mathania. Jamietram & Madan, Advocates and Solicitora. 640B "Bhavesha". Vasra Dasai Road, Andharl West, Bombay 400 058 and known to the Sub-Registrar States that he knows the above executants and identified him, her, them.

Dated 28 July 1982

- **>**/\$





Registered No. R 1803 of Book No. R

Date

Sub-Registrar of Bombay exercising all the powers of a Registrar except that of hearing appeals.

One duplicate presented along with this deed under Serial No.R 1804 82 is certified under this registered number.

> Sub-Registrar of Bombay. exercising all the powers of a Registral except that of bearing appeals.