

KAR

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel : +91-231-2658371 +91-231-2663612

Fax : +91-231-2657587

E-mail : rokolhapur@mildcindia.org

Regional Office, Kolhapur
Udyog Bhavan,
Nagala Park,
Near Collector Office,
KOLHAPUR
416003

No. KOP\KRD\ 3469

Date : 09.06.2008

To,

✓ M/s. Beardsell Limited
47, Graemes Road,
Chennai- 600 006.

BEARDELL

13 JUN 2008

CHENNAI-600 006

Sub : KARAD INDUSTRIAL AREA
Offer of Land

Sir,

1. Please refer to your application dt. 29.11.2007 for plot in KARAD INDUSTRIAL AREA for manufacturing of a) Plastic. Items as per the details contained in the application.

2. Your application has been scrutinized by Land Allotment Committee of the Corporation and has decided to offer you land admeasuring 20000 Square Meters. On this date of issue of "OFFER LETTER" for land, the rate of premium for land applicable is Rs. 100/- per Sq.Meter. You are hereby requested to submit the enclosed "BLUE APPLICATION" duly completed in all respects with Demand Draft of Rs.10,00,000/- (Rs. Ten Lakhs Only), towards the earnest money within 15 days from the date of receipt of this letter.

Please note that non-receipt of Blue application duly completed and/or payment of Earnest Money Amount by demand draft within the stipulated period; the application shall be rejected summarily.

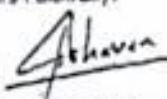
3. The rate of premium payable in respect of the land in this area is Rs.100/-per Sq. Meters. If your fail to deposit the Earnest Money Deposit (EMD) within 15 days from the date of this offer letter, the revised rate of premium, if any, will be applicable. However, this offer is subject to Regulation No. 9 of MIDC disposal of Land Regulations,1975.

4. If the plot which may be finally allotted to you in this industrial area is facing the National Highway, State Highway or the Service Road Parallel to the National Highway or State Highway then you will have to pay 15 % additional premium over and above the usual premium applicable to the respective industrial area at the time of allotment. Moreover you will have to obtain necessary permission from concerned competent authorities before you start construction on such plot allotted to you.

5. If the plot which may be finally allotted to you in this industrial area contains any fencing or tree plantation or any such development carried out by the Corporation prior to allotment, you are required to pay to the Corporation the cost of such development which will be in addition to the premium mentioned above and the amount payable on this account will be communicated to you separately along with the allotment order.

6. The amount referred in paragraph 2 should be paid by a Bank D.D. Drawn in favor of the Regional Officer, M.I.D.C., Kolhapur payable at Kolhapur. Application received with Cheques will not be entertained.
7. In case, you fail to accept the final allotment after it is communicated to you or fail to pay the balance of premium amount or to execute the Agreement to Lease, the Corporation will be entitled to forfeit the entire amount of Earnest Money paid by you.
8. The Corporation reserves the right to reject your application all together without assigning any reason.
9. This offer for land given in this letter is valid only for 15 days from the receipt of this letter during which Earnest money deposit can be accepted by demand draft by this office along with the Blue application duly completed. At the end of 15 days this offer letter stands lapsed and no further correspondence in this connection will be entertained thereafter.
10. If your proposed unit is a chemical unit, a unit having pollution possibility, you will have to obtain a clearance from Maharashtra Pollution Control Board before commencing the Production.
11. You should contact the concerned department for connection and installation of electricity/Telephone.
12. You should submit an affidavit in original on stamp paper of Rs. 100/- duly notarized stating that we will start the proposed construction on the plot within Three months from the date of possession.

Yours Faithfully,


Area Manager,
MIDC, KOLHAPUR

Encl.: application form (Blue form)

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel : +91-231-2658371 +91-231-2663612
Fax : +91-231-2668446
E-mail : rokolhapur@midcindia.org

Regional Office, Kolhapur
Udyog Bhavan,
Near Collector Office,
Nagala Park,
KOLHAPUR
416003

No. KOP/KRD/B-113/1 13756 of 2008

Date : 27/06/2008.

Sub : KARAD INDL. AREA
Allotment of land at....

Ref : Application date .29/11/2007 & 19/06/2008 received from
M/S. BEARDSSELL LTD.

: ORDER :

Sanction is hereby accorded to the allotment of land admeasuring 16746 Square Meters comprising of Plot No. B-113/1 in KARAD INDL. AREA to M/S. BEARDSSELL LTD. and having its registered office at 47, Graemes Road, Chennai -600006. unit for manufacturing Plastics subject to the payment of the premium of Rs.16,74,600/- calculated at the rate of Rs.100/- per Square Meter + 15% Road Width Charges Rs. 2,51,200/- i.e. Total Rs.19,25,800/- (Rs. Nineteen Lakhs Twenty Five Thousand Eight Hundred Only.) for subject to the following conditions.

- 1) The amount of Earnest Money received with the application will be appropriated towards the amount of premium. The allottee shall pay the sum of Rs.9,25,800/- (Rupees. Nine Lakhs Twenty Five Thousand Eight Hundred Only) being the balance amount of the premium within a period of 30 days from the date of receipt of this order.
- 2) In case the allottee fails to pay the balance amount of premium within the period mentioned above, the allotment shall be liable to cancelled without further notice.
- 3) In the event of the allotment being cancelled as foresaid the corporation will be entitled to forfeit the whole of the earnest money received with the application.
- 4) The terms & conditions of allotment of land will be those contained in the standard form of agreement to lease and the lease annexed thereto & in substance are as follows.
 - a) The allottee shall enter into an agreement to lease in the form prescribed by Corporation & on performance of the conditions will be entitled to lease for the term of ninety five (95) years to be computed from the date of execution of the agreement to lease and renewable for one further term of 95 years on payment of premium and on such terms and conditions as may be determined by the Corporation at the time of renewal.
 - c) The allottee shall get the plan and specification of the proposed factory building duly approved from the Executive Engineer of the said Industrial area and complete the said building in accordance with approved plans and shall obtain a completion certificate from the Executive Engineer of the said Industrial area within a prescribed period.
 - d) The allottee shall not directly or indirectly transfer or assign the benefits of interest in the agreement lease or part with possession of the land or any part thereof without previous consent of the corporation who may refuse or grant it subject to such condition as the corporation may think fit including a condition for payment of additional premium.

*604-664-

RD

For information M.

30/6/08

30/6/08

BEARDSSELL LTD.
30 JUN 2008
CHENNAI-600 006.

e) The allottee shall be entitled to use land 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 schedule to the agreement to lease and shall not use the said land or any part thereof for any other purpose not for the purpose of any factory which may be obnoxious, offensive by reason of emission of odor, liquid effluvia, dust, smoke, gas, nuisance, vibration or fire hazards.

f) The other terms and conditions of allotment shall be those contained in the prescribed form of agreement to lease & the lease.

g) The stamp duty in respect of preparation & execution of the agreement to lease & its duplication as also the lease & its duplication in respect of the allotted plot of land as also the legal costs for the preparation and execution of these documents including the registration fees shall be borne and paid by the allottee alone.

h) If your proposed unit is a Chemical Unit, a unit having pollution possibility, you will have to obtain clearance from Maharashtra Pollution Control Board before starting production.

i) You may also think of using "Reverse Osmosis" for treating effluent and treated effluent may be recycled and balance may be used for gardening purpose.

j) If natural nalla passing the plot is diverted by you on our own cost with the prior permission of Executive Engineer, MIDC, Kolhapur.

k) The allottee should be obtained the B.C.C. within Two years period for 8000 Sq. mtrs built-up area.

l) Also the allottee should be used full utilization of plot as per MIDC Norms in above said period.

m) The extension of time limit will not be granted by the Corporation on any circumstances.

n) You should submit an affidavit in original on stamp paper on Rs.100/- duly notarised stating that we will start the proposed construction on the plot within three months from the date of possession.

The allottee may submit his application for telephone connection to the concern telephone authority immediately, after taking over the possession of the plot. This will enable the telephone authorities to build up a waiting list & ensure proper planning to provide timely telephone connection to the industrial units in the area.

Please also note A to L will be signed with you within 30 days from the date of receipt of Balance Occupancy Premium Amount.

To,

M/S. BEARDSSELL LIMITED
47, Greaves Road,
Chennai - 600006. (India)


Regional Officer,
MIDC, KOLHAPUR

Copy Submitted to :

- 1) The Jt. Chief Account Officer, MIDC Chinchwad Pune-19.
- 2) The Executive Engineer, MIDC, Division Kolhapur

Copy to :

1. The Deputy Engineer, MIDC, Satara.
2. The Section officer, Karad,
3. The Area Manager, Satara

★ ★

Maharashtra Industrial Development Corporation
(A Government of Maharashtra Undertaking)

POSSESSION RECIEPT

I, Shri. Deepak R. Kadam, Head Surveyor on behalf of the Maharashtra Industrial Development Corporation and Shri. Lancy D. Cunha, Senior Manager on behalf of M/s- BEARDSSELL LTD. have this day respectively handed over and taken over the possession Plot No. B-113/1 admeasuring 16746-0 sq. mtrs in Karad Industrial Area District- Karad after actual measurement and demarcation of the plot on the site.

Place - Karad Industrial Area

Date- 08/07/2008

Handed over by

D. R. Kadam, Head Surveyor
M.I.D.C. Kolhapur.
(Signature of the officer with Designation)



Taken over by

(Signature of the allottee or
representative with his
Designation)

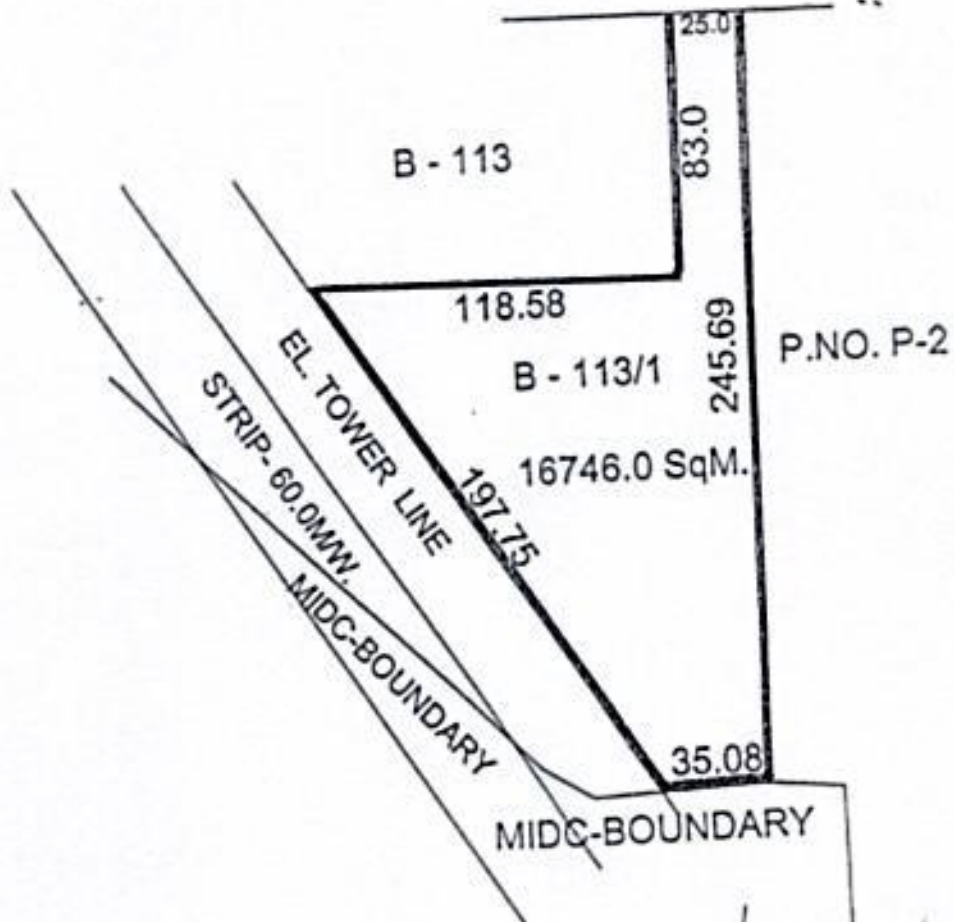
"Though the physical possession of the Plot No. B-113/1 is handed over today on Dt. 08/07/2008, the legal title to the plot, shall be passed on to the allottee only after the legal documents as prescribed by MIDC are duly completed and titling conferred by the allottee and the competent officer in MIDC, and this possession receipt by itself, does not pass on the legal title of the plot to the person, To whom the plot is handed over."


Shri. Lancy D. Cunha, Senior Manager.

KARAD INDUSTRIAL AREA
VILLAGE - TALBID, TAL - KARAD,
DIST - SATARA, SCALE - 1CM = 20 M



45.0 M. R/W.




21/7/08
Deepak Kadim
Head Surveyor
Regional Office M.I.D.C. Kolhapur.

Maharashtra Industrial Development Corporation

(A Government of Maharashtra Undertaking)

b Divisional Office R.O.K
Divisional Office

Original Receipt 47382

Received from : M/s Beardsell Ltd.

Sum of Rs. : Ten lakhs only.

By Cash/Cheque*/Demand Draft No. : ① 30128 16/12/88 → 500000/-
② 30129 2 Date: 3 500000/-

on : Bank of India on account of : EMD for plot
in Karad Indl. Area.

Rs. : 10,00,000/-

Dated : 23/6/88

*Subject to realisation

Recd. 10/7/88
M. I. D. 10/7/88
Exd. 10/7/88
Deputy Manager

Maharashtra Industrial Development Corporation

(A Government of Maharashtra Undertaking)

Divisional Office
Divisional Office

Ratnapur

Original Receipt

47468

Received from: M/s. Beardsell Limited

Sum of Rs.: Nine lakhs twenty five thousand eight hundred only

By Cash/Cheque*/Demand Draft No.: 30153 Date: 3.7.08

on: BOI on account of: B.O. Amt. of Plot

NO. B-113/1 in Karad Ind. Area.

Rs. 925800/-

Dated: 8.7.08

*Subject to realisation

Regional Office
M.O.C. Karad Region.
Exec. Officer
De. Officer

Thursday, August 07, 2008
12:21:22 PM

पावती

Original
श्रीदधी 39 म.
Page 39 M

पावती क्र. : 1558

दिनांक 07/08/2008

ग्राहकचे नाव ता.रा.पट्टे

दस्तावेजाचा अनुक्रमांक उद्योग - 01558 - 2008

दस्तावेजाचा प्रकार भाडेपट्टा

ग्राहक कर्णनाथ भा.पट्टे, डेवसेल लिमिटेड वेजई तर्फे ए. व्ही. राणीलिंगल

श्रीदधी धी	:-	19280.00
मजकूर (अ. 11(1)), पूर्वावकाशी मजकूर (अ. 11(2)),	:-	820.00
संपादन (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित श्री (41)		
एकूण	रु.	20080.00

आपणास हा दस्त अंदाजे 12:36PM ह्या वेळेस मिळेल


मुद्रा निदेशक
उद्योग

भाजार मूल्य: 1928000 रु. मोबदला: 0 रु.
भरलेले मुद्रांक मूल्य: 58080 रु.



12/08/2008
9.49



दस्तावेजांक व वर्ष: 1558/2008

Charitra, August 07, 2008

10:20 AM

दुष्कृत निबंधक: उम्रज

कलम 30 न

विषय: 30 न 1

सूची क्र. दोन INDEX NO. II

गांधीचे नाव: तासबडे

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप यादीवरील

व बाजारभावा (भाडेवट्टाभावा)

बाबतीत घट्टाभावा आकारणी देतो

की घट्टाभावा ते म्हणू लागले) मोबदला रु. 0.00

अ. भा. रु. 1,026,000.00

(2) भू-मापन, फोटोकिता व धरकभार (असाव्यात)

(1) वर्गना तासबडे एम्. आय. डी. सी. भाटीत मोठे तळवीड ता. कलाक इटीतील प्लॉट नं. 41
113/1 याचे क्षेत्रफळ 15745 चौ. मी.

(3) क्षेत्रफळ

(1)

(4) आकारणी किंवा जुळी देण्यात आलेले तप

(1)

(5) दस्तऐवज करून देण्या-चा

पक्षकाराचे व हांपूर्ण पत्ता नाव किंवा

दियाणी न्यायालयाचा हुजुमनामा

किंवा आदेश असाव्यात, घडिवाटीचे

नाव व हांपूर्ण पत्ता

(1) मॅ. डेवरील लिमिटेड कंपनी लॉक ए. सी. रामलिंगम, घर/प्लॉट नं. : गल्ली/रस्ता:
इमारतीचे नाव: : इमारत नं. : पेट/वसाहत: : हाड/गाव: 47 डिग्री रीट, वेळू, तासुका
पिन: : पिन नंबर: :

(2) मॅ. डेवरील लिमिटेड कंपनी लॉक ए. सी. विक्रमलिंगम, घर/प्लॉट नं. : गल्ली/रस्ता:
इमारतीचे नाव: : इमारत नं. : पेट/वसाहत: : हाड/गाव: 47 डिग्री रीट, वेळू, तासुका
पिन: : पिन नंबर: :

(3) मॅ. डेवरील लिमिटेड कंपनी लॉक ए. सी. विक्रमलिंगम, घर/प्लॉट नं. : गल्ली/रस्ता:
इमारतीचे नाव: : इमारत नं. : पेट/वसाहत: : हाड/गाव: मदी मुन्ही, तासुका, पिन
पिन नंबर: :

(6) दस्तऐवज करून देण्या-चा

पक्षकाराचे नाव व हांपूर्ण पत्ता किंवा

दियाणी न्यायालयाचा हुजुमनामा

किंवा आदेश असाव्यात, बाटीचे नाव

व हांपूर्ण पत्ता

(1) महाराष्ट्र इंडस्ट्रीयल डेव्हलपमेंट कॉर्पोरेशन (एम्. आय. डी. सी.) तासबडे : पेट/प्लॉट नं. :
गल्ली/रस्ता: : इमारतीचे नाव: : इमारत नं. : पेट/वसाहत: : हाड/गाव: : तासुका पिन
पिन नंबर: :

(7) दिनांक

करून देण्याचा 06/08/2008

(8)

मोबदलीचा 07/08/2008

(9) अनुक्रमीक, छंड व पुढ

1558/2008

(10) बाजारभावाच्या अनुषंगी शुल्क

रु. 58080.00

(11) बाजारभावाच्या मोटणी

रु. 18260.00

(12) मोटा



अस्तल दरहुकूम नक्कल ७



दुष्कृत निबंधक सुपरी-१
उम्रज

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel : +91-231-2658371 +91-231-2663612
Fax : +91-231-2657587
E-mail : rokolhapur@midcindia.org

Regional Office, Kolhapur
MIDC, Udyog Bhavan
Nagala Park,
Near Collector Office,
KOLHAPUR
416003

Date : 06-Aug-2008

No. ROK/KRD/B-113/1/ 4603

To,

M/s. Beardsell Limited,
47, Grnemes Road,
Chennai- 600006

Subject : Plot No. B-113/1
From KARAD INDL. AREA
Execution of Agreement to Lease

Sir,

The Agreement to Lease in respect of the above said plot has been executed on 06-Aug-2008.

The Agreement to Lease is to be presented to the Sub-Registrar of Assurances 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 Agreement to Lease for the registration making.

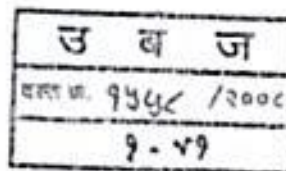
(1) The original returnable to you and

(2) The duplicate to the
Regional Office, Kolhapur
MIDC,
Nagala Park
Near Collector Office
KOLHAPUR-
416003

(3) Three Xerox copies of original documents of Agreement to Lease on the ledger paper duly executed by yourself and MIDC, be submitted to the Sub-Registrar alongwith 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. 2001/328/ Cr.No.83/M-1, dated 14th Aug 2002 has exempted the undersigned from appearing before the Sub-Registration of Assurances for the purpose of registration of the Agreement to 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(1) of Income Tax Act-61 from the statute book with the effect from 01/06/2001 by finance Act-2001. Therefore no question arises of issuing any certificate under the said Section by the undersigned.



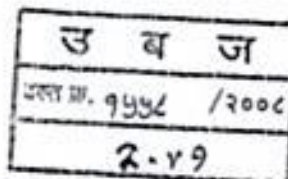
Before lodging the Agreement to Lease for registration as above, you may keep certified true copies of the original documents for your record till you get the original documents duly registered. You may need the same for submitting to the financial institution when you decide to raise financial assistance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

Thanking you,

Yours faithfully

[Signature]
SHARAN

Area Manager
MIDC Kolhapur.



*** UNDERTAKING ***

(To be signed by the plot holders)

Date : 06-Aug-2008

M/s. Beardsell Limited
47, Graemes Road,
Chennai-600006.

Shri A. V Ramalingam, Director Of M/s. Beardsell Limited, do hereby undertake to lodge for registration the Agreement to Lease and its duplicate copy duly executed on 06-Aug-2008 in respect of Plot No. B-113/1 From KARAD INDUSTRIAL AREA as required, by law within the stipulated period i.e. within four months from the date of execution making :

- a) The original returnable to us; and
- b) The duplicate to the
Regional Office, Kolhapur
MIDC,
Nagala Park,
Near Collector Office,
KOLHAPUR , 416003

and give intimation to the MIDC immediately thereafter.

If, as a result of our failure in lodging the lease and its duplicate for registration within the time limit prescribed by law or giving intimation thereof to MIDC in good time, any penalty is imposed, the entire penalty which will be imposed by the Sub-Registrar of Assurances, for lodging the documents for registration or for the admission thereof will be paid by us. I also undertake that if the documents are not accepted for registration after the expiry of the period prescribed by the law, we shall be fully responsible for its consequences

Place : KOLHAPUR
Dated : 06/08/2008.



उ ब ज
पल्ल. नं. १५५८ / २००८
३.४९

Received Adjudication

Post No. 100/52 21/7/08

R.NO. 7078796

Date 21/7/08

Collector of Stamps
Satara

No. A-135/08-09

Office of the Collector of Stamps

Satara, Dt. 31/7/08

Received From: M/S Beardsell Limited

Stamp duty Rs. 58080/- Fifty Eight Thousand eighty only

Certified under Section 14 of the Bombay Stamp Act, 1958

and the full Stamp duty Rs. 58080/- Fifty Eight Thousand eighty only

is hereby paid. This certificate is subject to the provision under section 53-A of B.S.A 1958.

C.No - Dated - 30/7/08

S.B.I Branch Satara

C Net Net Value - 19,26,000/-

Place - Satara

Date - 31/7/08



Collector of Stamps
Satara



AN AGREEMENT made at Kolhapur 06th the day of August Two Thousand Eight 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, Adi Marzban Path, Ballard Estate, Mumbai-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 M/S. BEARDSSELL LIMITED a Company incorporated under the Companies Act-1956 and



उ ब ज
दस्तावेज नं. 9996 / 2006
४०४९

having its Office at 47, Graemes Road, Chennai-600006 (India). Hereinafter called "the Licensee" (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, the Licensee has applied to the Grantor for grant to it of a Lease of the land and premises hereinafter described which the Grantor has agreed to grant to it upon certain terms and conditions:

Recitals.

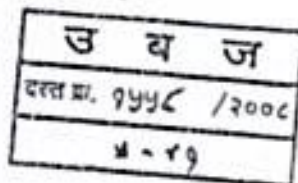
AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (hereinafter called "the Chief Executive Officer") the sum of Rs 19,25,800/- (Rupees Nineteen Lakhs Twenty Five Thousand Eight Hundred Only.) being the amount of premium payable by the Licensee.

AND WHEREAS at the request of the Licensee the Grantor has handed over possession of the Plot No.B-113/1 in the Karad Industrial Area admeasuring 16746 Sq. mtrs on the 08/07/2008 before execution of the Agreement to Lease.

AND WHEREAS for the purpose of stamp duty recurring charges such as Government Revenue the Grantor's share of cesses and the owners share of Municipal or Village Panchayat rates or Taxes which the Licensee have agreed to bear and pay under these present although by law recoverable from the Grantor has been estimated at Rs 38,600/- (Rs Thirty Eight Thousand Six Hundred Only) approximately per annum.

1-7-2008

[Signature]



NOW IT IS HEREBY MUTUALLY AGREED
as follows :

1. During the period of Two years from the date of Possession i.e. on 08/07/2008 licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunder written and delineated on the plan annexed hereto and thereon surrounded by a red coloured boundary line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever 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 same terms as if the Lease had been actually executed.

Grant of
Licence.

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

Not to demise.

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

(a) That it will within 24 months from the date of possession i.e. 08/07/2008 submit to the Executive Engineer, Maharashtra Industrial Development Corporation in-charge of the said industrial area (hereinafter called "the Executive Engineer", which

Submission of
plans for
approval.



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पत्र क्र. १५५८ / २००८
६-४१

expression shall include any other officer to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his approval the specifications, plans, elevations, sections and details of the factory building hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost and as often as it may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive Engineer, and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer, and signed by him the Licensees shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensees and the Executive Engineer.

The said plot of land shall be fenced in during construction by the Licensee at their expense in every respect.

Fencing during construction.

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder written as also Municipal Regulations so far as the same are applicable to the land subject of these presents nor until a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation and the said plans and elevations shall have been so approved as aforesaid and thereafter it shall not make any alterations or additions thereto unless such alterations and additions shall have

No work to begin until plans are approved.



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been previously in like manner approved.

"All Charges including rent, recurring fees, service charges due and payable by the License/Lessee if not paid within time limit, shall be recovered alongwith delay payment charges at the rate prescribed by the Grantor/Lessor from time to time."

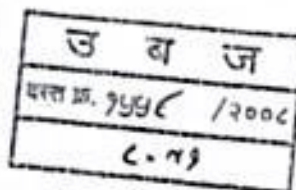
"All payments due and payable by Licensee/Lessee to the Grantor/Lessor, if Paid within prescribed time limit, shall be recovered alongwith delay payment charges at the rate prescribed by the Grantor/Lessor from time to time."

(d) That it shall within a period of 24 months from the date of possession i.e. 08/07/2008 commence, and at its own expense and in a substantial and workman like manner and with new and sound material and in compliance with all Municipal rules 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 conformity to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunder written, 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.

Time limit for commencement & completion of construction work.

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees on the periphery of the said land (one tree per 200 sq.mtrs., and one tree at a distance of 15 meters on the frontage of road or part thereof) and shall maintain the trees so

Planting of trees in the open space.



planted in good condition throughout the term hereby agreed to be created under these presents.

(f) That it will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Rates and
Taxes.

(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 thereunder 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 service charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at 14.5 per cent from the date of default in payment.

Fees of Service
Charges to be
paid by the
Licensee.

(h) That it will keep the Grantor indemnified against any act 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.

(i) That it shall observe and conform to all rules, regulations and bye-laws of the Local Authority

Sanitation.

L. H. J.

Alumina



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concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and 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.

(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 the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules made thereunder 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.

To comply with the provision of water (Prevention & Control of Pollution) Act, 1974 and Air (Prevention & Control of Pollution) Act, 1981 the Environment (Protection) Act, 1986 and amendments issued from time to time

(k) The Licensee 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 Grantor.



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पत्रा १४९८ / २००८
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(k) That it will not make any excavation upon any part of the said land nor remove any stone, earth or other material there from except 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 wall and executing the works authorised by this Agreement.

Excavation.

(l) That it 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 Mumbai and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and 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 repairing the building.

Insurance.

(m) That it will not directly or indirectly transfer, assign sell, encumber or part with their 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.

Benefit of agreement not assignable.

(n) That it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular

Nuisance.

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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 Department or Environment Maharashtra Pollution Control Board central Pollution control board and Ministry of Environment and Forest Govt. of India with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odor, liquid-effluvia dust, smoke, gas or otherwise howsoever.

(c) That it shall at its own cost construct 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.

Access Road.

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

Preference in employment of Labour.

(p-1) While employing the skilled and unskilled labour shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment's/ machineries used by the Licensee and the general qualification of the local labour.

4. Should the Executive Engineer, not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time

Power to terminate Agreement.



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hereinbefore stipulated the Chief Executive Officer may by 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.

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

Power of
Grantor.

(a) The right of the Chief Executive Officer, the Executive Engineer, and the Officers 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 enter and
inspect.

(b) 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 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 its 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

To resume
land.



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दस्तावेज नं. १५५८ / २००८
१३-११

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 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 alteration of any building or structures erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration 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 arrears of land revenue.

(c) All building materials and plant which shall have been brought upon the said land by or for the Licensees 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 material) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the receipt of the completion certificate mentioned in clause 7 thereof.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer, may in his discretion give

Extension of time.



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notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained 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 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 whereupon 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.

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 five years from the date hereof at the yearly rent of Rupee One.

Grant of
Lease.

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

Form of
Lease.

All notices, consents and No Objection 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 authorised by him and any notice to be given to the Licensee shall be

Notice.

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(Signature)



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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 known place of residence or business or on the said land hereby 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, Building 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 at any time against the Grantor or any person claiming under the Grantor.

Grantor may
alter Estate
Rules.

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

Marginal
Notes.

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.

Conflict
between
Agreement
and Rules.

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

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IN WITNESS WHEREOF SHRI P.S. Chavan,
the 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
hath caused its Common Seal to affixed hereto the day
and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No.B-113/1 in the
Karad Industrial Area, within village limits of Talbid and
outside the limits of Karad Municipal Council, Taluka
Karad, District Satara, containing by admeasurement 16746
Sq.mtrs., or thereabouts and bounded as follows, that is to
say:-

On or towards the North by : MIDC Road 45.0 M R/W.

On or towards the South by : MIDC Boundary,

On or towards the East by : Plot No. P-2 and

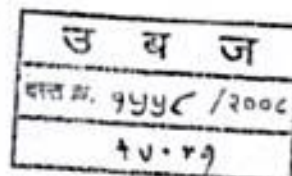
On or towards the West by : Electrical Tower Line &

Plot No.B-113

SECOND SCHEDULE

(Development Control Rules)

1. All survey boundary marks demarcating the
boundaries of the plots shall be properly
preserved and kept in good repair by the
Licensee. Where more than one Licensee is
concerned with the same boundary mark the
officer authorised by the Lessor shall allocate
this obligations suitably.
2. The Development Control Rules applicable to
MIDC Industrial Areas shall be applicable to
this Industrial Area.



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 odors or fumes and which do not produce noxious odors 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.
Ammonia Manufacture.
Incineration, reduction or dumping of offal dead animal, garbage or refuse on a commercial basis.
Tar distillation or manufacture.
6. Cement Manufacture.
7. Chlorine Manufacture.
8. Bleaching powder manufacture.
Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallow, grease or lard refining or manufacture.



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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.
- Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

27-2 V. J. Jindal

(Signature)



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SIGNED, SEALED AND DELIVERED BY
SHRI P. S. Chavan, the Area Manager
of the within named MAHARASHTRA
INDUSTRIAL DEVELOPMENT CORPORATION
in the presence of :-



P. S. Chavan 6/9/08
AREA MANAGER
M. I. D. C. Kolhapur Region,
Kolhapur.

1. Shri S. Y. Anekar, *Anekar*
Asstt

2. Shri V. D. Patange *Patange*

The Common Seal of the abovenamed lessee

M/S. BEARDSSELL LIMITED

Was pursuant to a Resolution of its Board
of Directors passed in that behalf on the
20th day of July 2008 affixed hereto

in the presence of

Shri A. V. RAMALINGAN

Shri V. THIRUMALA... Directors and

Shri LANCY A. CUNHA

Sectary of the Company who, in token
Of having affixed the Company's Seal
hereto, has set his hand hereto,
in the presence of :-

M. BEARDSSELL LIMITED

[Signature]
Director

V. Thirumala...

[Signature]

2. Nivaseo V. Babar *Babar*

2 PANKAS N JADHIVARIA *Jadhav*

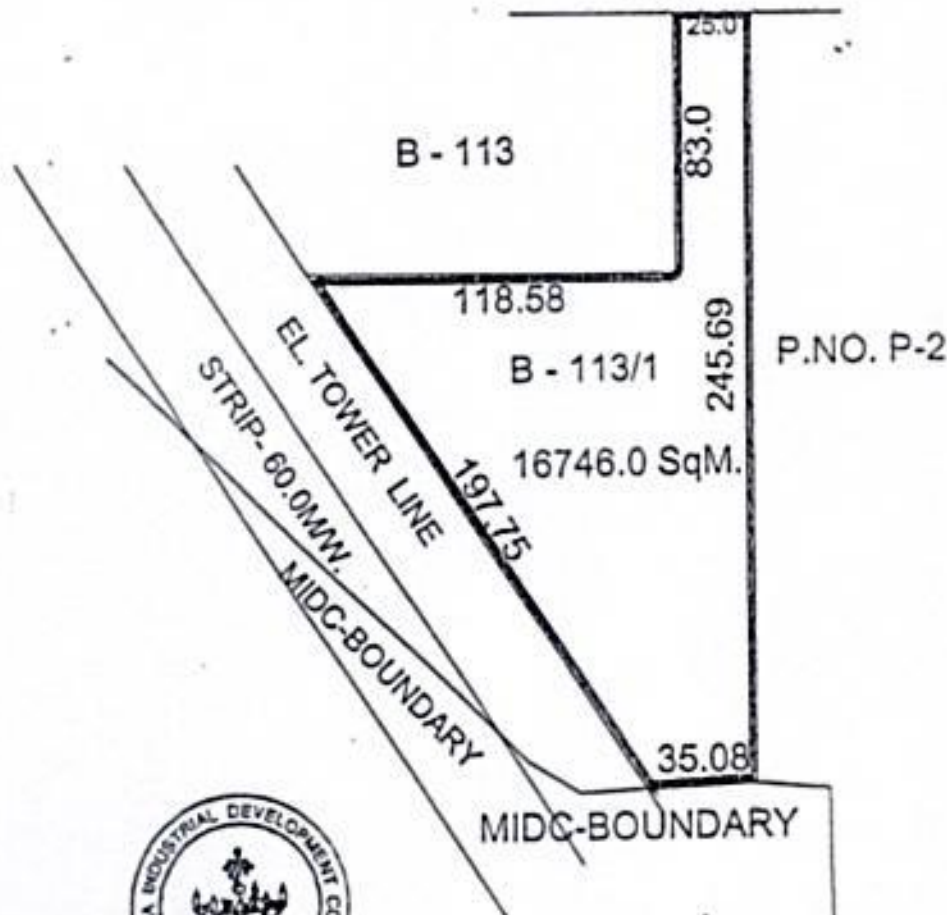


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KARAD INDUSTRIAL AREA
VILLAGE - TALBID, TAL - KARAD,
DIST - SATARA, SCALE - 1CM = 20 M



45.0 M. R/W.



Pharpu
6/8/08
AREA MANAGER
M. I. D. C. Kolhapur Region,
Kolhapur.

Deepak Kadam
Deepak Kadam
Head Surveyor
Regional Office M.I.D.C. Kolhapur



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DEARUSSELL LIMITED

Director
Director

Signature

ANNEXURE -I
(Form of Lease)

THIS LEASE made at _____ the _____
day of _____ Two thousand
Eight _____ 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, Adi
Marzban Path, Ballard Estate, Mumbai-400 038
hereinafter called the ALessor (which expression shall,
unless the context does not so admit, include its
successors and assigns) of the One Part AND M/s.

_____ a Company Incorporated under the Companies Act,
1956 and having its registered office at _____
_____ 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 _____
day of _____ 199 , 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 the
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.



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AND WHEREAS, pursuant to the said Agreement the Certificate of Completion thereby contemplated has been granted.

Recitals.

AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lessors share of cesses and the owners 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. _____/- (Rupees _____) approximately per annum;

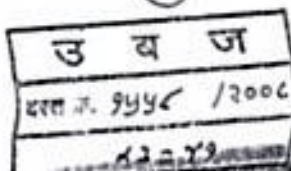
NOW THIS LEASE WITNESSETH as follows :

In consideration of the premises and the sum of _____ (Rupees _____)

Description of Land.

_____ 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. _____ in the Industrial Area and outside the limits of _____ Municipal Council, within the Village limits of _____ Taluka and Registration Sub-District _____, District and Registration District _____ containing by admeasurement _____ sq.mtrs., or thereabouts and more particularly described in the First Schedule hereunder written and shown surrounded by a red coloured boundary line on the plan

19



annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, covenants 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 _____ 200 , 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 whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required 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.

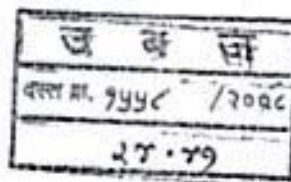
2. The Lessee with intent to bind all persons into whose hands the demised premises may come doth hereby covenant with the Lessor as follows :

Covenants by the Lessee.

During the said term hereby created to pay unto the Lessor the said rent at the times on the days and in manner hereinbefore appointed 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/drainage cess 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 and 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 sq. mtrs., and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

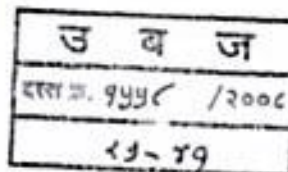
Planting of trees in the open space.

(e) Not to make any excavation upon any part of the land hereby demised nor remove any stone, sand, 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.

Not to excavate.

(f) Not to erect any building, erection or structure except a compound wall and steps and garages and

Not to erect beyond



necessary adjacent thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

building line.

(c) The Lessee having at their 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 Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as the Executive Engineer which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned).

Access Road.

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 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 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 non-compliance of any such provision or condition as aforesaid.

To comply with the provisions of Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention & Control of Pollution) Act, 1981.

(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 Building Regulations as set out in the second schedule hereunderwritten.

To built as per Agreement



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(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 Engineer in triplicate for scrutiny of and be permitted in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Control Board as provided in the said Building Regulations.

Plans to be submitted before building.

(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

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 Municipality / Local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the

Sanitation.



उ ब ज
दस्तावेज १५५८ / २००८
२०.४९

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 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.

(c) 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 feature thereof except with the previous permission in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Schedule hereunder written.

Throughout the said term at the Lessee expense 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.

(p) 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 time of the day during the term hereby granted after a weeks previous notice

Alteration.

To repair.

To enter and inspect.



उ ब ज
पत्रा. १९९८/२००६
२८.४९

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 by notice to the Lessee call upon them to execute the repairs and upon failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

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.

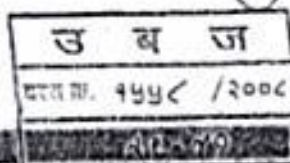
Nuisance.

To use the demised premises only for the purpose of a factory but not for the purpose of a factory or any of the obnoxious industries specified in the Schedule set out in the Third Schedule hereunder and not to use the demised premises or any part thereof for any other purpose nor for the purpose of a factory which may be obnoxious, offensive by reason of emission of odour liquid-effluvia, dust, smoke, 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.

User.

(5) 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

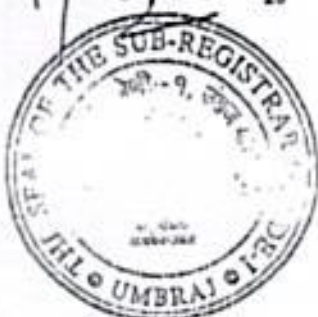
Insurance.



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 years receipt for the premium AND ALSO as soon as any of the buildings, which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee shall 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.

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 thereon being thereon PROVIDED always that the Lessee shall be at liberty if they 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 themselves all buildings, erections and structures and materials from the said land but so nevertheless that the

Delivery of possession after expiration.



उ ब ज
सं. १५५८ / २००८
३१.४९

(Signature)

Lessee shall deliver up as aforesaid to the Lessor
revalled 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, 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
of payment of premium and in any event not to assign,
underlet or transfer the Lessee's interest therein so as to
be any division by metes and bounds or otherwise to
the nature of this present demise.

Not to assign.

If the Lessee shall sell, assign or part with the
demised premises for the then residue of the said term
he shall deliver at the Lessee's expense within twenty days
of 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.

Assignment to
be registered
with the
Lessor.

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.



उ ब ज
बतल नं. १५५८ / २००८
३१-१९

To give preference in employment of Labour.

While employing the skilled and unskilled labour 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.

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 as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

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 Act, 1966 (XLI of 1966).

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

Notice in case
of death.

Recovery of
Rent, Fees
etc., as land
revenue.

Rent, Fees
etc., in arrear.



उ य ज
दस्तावेज नं. १५५८ / २००८
३२-४९

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 herein before on the Lessees
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
him or under the Lessor.

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
right to require the enforcement thereof or any of
them against the Lessor or any person claiming under
the Lessor.

7. If the Lessee shall have duly performed and
observed the covenants and conditions on the part of
the Lessee hereinbefore contained and shall at the end

Lessor's
covenant for
peaceful
enjoyment.

Registration of
Estate Rules.

Renewal of
Lease.



उ ब ज
दस्तावेज नं. १५५८ / २००८
३२-४९

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 95 years on payment of premium as may be determined by the Lessor and with covenants provisions and stipulations hereinbefore contained except this covenants for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

8. The stamp duty and registration charges in respect of the preparation and 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.

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

Cost and charges to be borne by the Lessee.

Marginal Notes.

IN WITNESS WHEREOF Shri _____ the General Manager (Legal)/ Regional Officer of 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 and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE
(Description of land)



उ ब ज
पत्रा सं. १५५८ / २००८
२४.०९

All that piece or parcel of land known as Plot No. _____ in the _____ Industrial Area, within the village limits of _____ and outside the limits of Municipal Council, Taluka and Registration, Sub District _____, District and Registration District _____ containing by admeasurement _____ sq.mtrs., or thereabouts 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 :

SECOND SCHEDULE

(Development Control Rules)

1. All survey boundary marks demarcating the boundaries of the 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 obligations suitably.
2. The Development Control Rules applicable to MIDC Industrial Areas shall be applicable to this Industrial Area.

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 odours or fumes in the



उ ब ज
दिनांक १५९८ / २०००
३९-४९

compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal dead animal, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement Manufacture.
7. Chlorine Manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
Fat, tallow, grease or lard refining or manufacture.
12. Manufacture of explosives or inflammable products of pyroxylin.
13. Pyroxylin Manufacture.
14. Dye-Stuff and pigment manufacture.
15. Turpentine, paints, varnish or size manufacture or refining.
16. Garbage, offal or dead animals reductions dumping or incineration.
17. Stock-yard or slaughter of animals or fowls.
18. Tallow, grease or lard manufacture.
19. Tanning, curing or storage of raw hides or skins.
20. Wool pulling or scouring.
21. Yeast Plant.
22. Paper and paper products.



उ ब ज
दस्ता ख. १५५८ / २००८
३६-१९

24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

SIGNED, SEALED AND DELIVERED

by Shri _____

The Chief Executive Officer/ The Deputy Chief Executive Officer/ the Regional Officer/ the General Manager (Legal)/ General Manager DIC and Ex-Office Regional Officer the Area Manager of the within named Maharashtra Industrial Development Corporation in the presence of

1)

2)

The Common Seal of the above named Licensee M/s. _____

was pursuant to a Resolution of its Board of Directors passed in that behalf on the _____ day of _____ 199, affixed hereto in the presence of

Shri _____

and Shri _____

Director/Directors of the Company

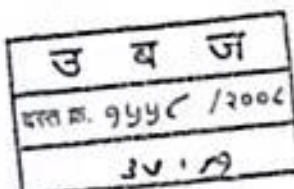
who, in token of having affixed the Company's

Seal has set his hand/ have set their respective

hands hereto, in presence of :-

1

2



१७-१८-२०१८
 १७-१८-२०१८

१३८. लेखक: अमिताभ.
 सा. १९७० टि. टि. स्वि इंडस्ट्री
 ए. टि. मा. बा. वि. पु. न. ३

डॉ. विश्वनाथ राय.
रा. मन्त्रालय बिल्डिंग - कोलकाता

தகவல்கள் (a)			
பெயர்	பிறந்த நாள்	பெண் அல்லது ஆண்	பெண் அல்லது ஆண்
072	001	-	08
0015	பெண் அல்லது ஆண்	0015	0015



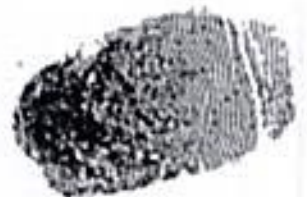
उ ब ज
वस्ता नं. १५५८ / २००८
१८४१

आयकर विभाग
INCOME TAX DEPARTMENT
NIVASRAO VISHNU BABAR
VISHNU GOPAL BABAR
22/04/1971
Permanent Account Number
A/NPB8262C
Signature



श्री निवास विष्णू
बाबर वस. ३५
रा. मुंबई

Prakash.



उ ब ज
धत्ता सं. १५५८ / २००८
१८.११

आयकर विभाग
INCOME TAX DEPARTMENT
PANKAJ NARAYAN ANGIPURIA
NARAYAN CHHIDUBHAI ANGIPURIA
02/12/1981
Permanent Account Number
ABUR150108
Signature



श्री पंकज नारायण
अंगठिपुरिया वस.
३५ रा. मुंबई

[Signature]



08/2008

दुधमन निबंधका

13:31 pm

उमराज

दस्त गोथवारा भाग-1

उमराज

दस्त क्र 1558/2008

४०-४९

दिनांक : 1558/2008

प्रकार : भाडेपट्टा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठरा

1 नावा मे. इंदुरेल लिमिटेड वीज सप्लायर्स लि. लिमिटेड

लिहून देणार

पत्ता: पच/पलीट नं. -

वय 52

गल्ली/रस्ता -

राही

ईमारतीचे नाव -

ईमारत नं. -

पेठ/पत्ता -

हाड/पाव: 47 डिग्री रोड, पेठई

हाड/पाव: -

दिन -

दिन नम्वर -



2 नावा मे. इंदुरेल लिमिटेड वीज सप्लायर्स लि. लिमिटेड

लिहून देणार

पत्ता: पच/पलीट नं. -

वय 64

गल्ली/रस्ता -

राही

ईमारतीचे नाव -

ईमारत नं. -

पेठ/पत्ता -

हाड/पाव: 47 डिग्री रोड, पेठई

हाड/पाव: -

दिन -

दिन नम्वर -



3 नावा मे. इंदुरेल लिमिटेड वीज सप्लायर्स लि. लिमिटेड

लिहून देणार

विक्री

पत्ता: पच/पलीट नं. -

वय 42

गल्ली/रस्ता -

राही

ईमारतीचे नाव -

ईमारत नं. -

पेठ/पत्ता -

हाड/पाव: गदी भुयई

हाड/पाव: -

दिन -

दिन नम्वर -



4 नावा मे. इंदुरेल लिमिटेड वीज सप्लायर्स लि. लिमिटेड

लिहून देणार

(एम्.आय.सी.सी.) सातपडे -

पत्ता: पच/पलीट नं. -

वय -

गल्ली/रस्ता -

राही

ईमारतीचे नाव -

ईमारत नं. -

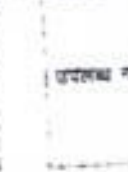
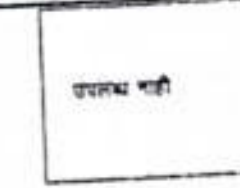
पेठ/पत्ता -

हाड/पाव: -

हाड/पाव: -

दिन -

दिन नम्वर -





दस्त गोपवारा भाग - 2

उम्रज

दस्त क्रमांक (1558/2008)

४९-४९

दस्त क्र. [उम्रज-1558-2008] का गोपवारा
बातार मुद्रा : 1926000 गोपवारा 0 भारतेले मुद्राक मुद्रा : 58080

दस्त हजर केव्याचा दिनांक : 07/08/2008 12:13 PM
विधायनाचा दिनांक : 06/08/2008
दस्त हजर करमा-पायी सही :

बावली क्र.: 1558 दिनांक: 07/08/2008
बावलीचे वर्णन
बाव. से. ईंडोलेन लिमिटेड चेअरु लॉक ए. बी.
राभलिंगण

19260 : नोंदणी की
820 : नक्का (अ. 11(1)), पुष्पाकलाची नका
(अ. 11(2)),
सज्जात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित प्रती

20080: एकुल

दुय्यम निवेधक श्रेणी-९

उम्रज

दस्ताचा प्रकार (36) भावेपद
शिकका क्र. 1 ची वेळ : (सादरीकरण) 07/08/2008 12:13 PM
शिकका क्र. 2 ची वेळ : (प्री) 07/08/2008 12:21 PM
शिकका क्र. 3 ची वेळ : (समुची) 07/08/2008 12:22 PM
शिकका क्र. 4 ची वेळ : (नोकर) 07/08/2008 12:22 PM

दस्त नोंद केव्याचा दिनांक : 07/08/2008 12:23 PM

ओळख :
खातील इलाक अले निवेदील करताल की, हे दस्तपत्र घालुन देसा-बांला स्वकीया ओळखताल,
व त्याची ओळख पटविताल.

1) निवास विष्णु बाबर, घर/फ्लेट नं. :

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/बसोडल :

शहर/गाव : नवी मुंबई

तामुका :

दिन :

2) वंजळ नारायण धनीपुरीचा, घर/फ्लेट नं. :

गल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/बसोडल :

शहर/गाव : नवी मुंबई

तामुका :

दिन :

प्रमाणित करजेत घेते की,
या दस्तामध्ये

एकूण ४९ पाने आहेत

दुय्यम निवेधक श्रेणी-९

उम्रज

पुस्तक क्र. 9
क्रमांक 9446 घर नोंदला

दुय्यम निवेधक श्रेणी-९

उम्रज

दि०८/माहे. ०८ सन-२००८

मुद्राक मुद्रा: सचलत : या. मुद्राक विस्थापिकारी सही, सातारा घाटे सहील
अभिलिखित क्र. 135/08-09 दिनांक - 31/07/2008 नुसार मुद्राक मुद्राक रूपचे
58,080/- भारते आहे.

दुय्यम निवेधक श्रेणी-९

उम्रज



Received Adjudication

Recd Rs. 100/- 21/7/08

R.NO. 7078796

Date 21/7/08

Collector of Stamps
Satara

No. A-135/08-09
Office of the Collector of Stamps
Satara, DL 31/7/08

Received From: M/S Beardsell Limited.
Stamp duty Rs. 58080/- Fifty eight thousand eighty only
Certified under Section 34 of the Bombay Stamp Act, 1958
as the full Stamp duty is 58080/- Fifty eight thousand eighty only
as per the Stamp duty payable under Art. 34(1)(iv) of B.S.A 1958.
This certificate is subject to the provision
under section 53-A of B.S.A 1958.

C.No - Date - 30/7/08

S.B.I Branch Satara

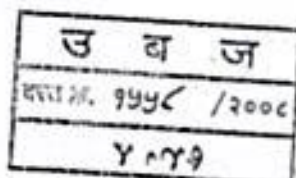
Place - Satara

Date - 31/7/08

Collector of Stamps
Satara



AN AGREEMENT made at Kolhapur 06th the day
of August Two Thousand Eight 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, Adi Marzban Path, Ballard Estate,
Mumbai-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 M/S. BEARDSSELL LIMITED a Company
incorporated under the Companies Act-1956 and



having its Office at 47, Graemes Road, Chennai-600006 (India). Hereinafter called "the Licensee" (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, the Licensee has applied to the Grantor for grant to it of a Lease of the land and premises hereinafter described which the Grantor has agreed to grant to it upon certain terms and conditions:

Recitals.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (hereinafter called "the Chief Executive Officer") the sum of Rs 19,25,800/- (Rupees Nineteen Lakhs Twenty Five Thousand Eight Hundred Only.) being the amount of premium payable by the Licensee.

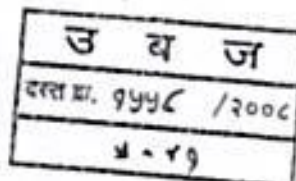
AND WHEREAS at the request of the Licensee the Grantor has handed over possession of the Plot No.B-113/1 in the Karad Industrial Area admeasuring 16746 Sq. mtrs on the 08/07/2008 before execution of the Agreement to Lease.

AND WHEREAS for the purpose of stamp duty recurring charges such as Government Revenue the Grantor's share of cesses and the owners share of Municipal or Village Panchayat rates or Taxes which the Licensee have agreed to bear and pay under these present although by law recoverable from the Grantor has been estimated at Rs 38,600/- (Rs Thirty Eight Thousand Six Hundred Only) approximately per annum.

1-7-2008

[Signature]

2



NOW IT IS HEREBY MUTUALLY AGREED

as follows :

1. During the period of Two years from the date of Possession i.e. on 08/07/2008 licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunder written and delineated on the plan annexed hereto and thereon surrounded by a red coloured boundary line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever 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 same terms as if the Lease had been actually executed.

Grant of
Licence.

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

Not to demise.

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

(a) That it will within 24 months from the date of possession i.e. 08/07/2008 submit to the Executive Engineer, Maharashtra Industrial Development Corporation in-charge of the said industrial area (hereinafter called "the Executive Engineer", which

Submission of
plans for
approval.



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expression shall include any other officer to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his approval the specifications, plans, elevations, sections and details of the factory building hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost and as often as it may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive Engineer, and will supply him such details as may be called for the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer, and signed by him the Licensees shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensees and the Executive Engineer.

The said plot of land shall be fenced in during construction by the Licensee at their expense in every respect.

Fencing during construction.

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder written as also Municipal Regulations so far as the same are applicable to the land subject of these presents nor until a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulation and the said plans and elevations shall have been so approved as aforesaid and thereafter it shall not make any alterations or additions thereto unless such alterations and additions shall have

No work to begin until plans are approved.



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दस्तावेज नं. १५५८ / २००८
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been previously in like manner approved.

"All Charges including rent, recurring fees, service charges due and payable by the License/Lessee if not paid within time limit, shall be recovered alongwith delay payment charges at the rate prescribed by the Grantor/Lessor from time to time."

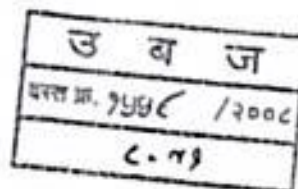
"All payments due and payable by Licensee/Lessee to the Grantor/Lessor, if Paid within prescribed time limit, shall be recovered alongwith delay payment charges at the rate prescribed by the Grantor/Lessor from time to time."

(d) That it shall within a period of 24 months from the date of possession i.e. 08/07/2008 commence, and at its own expense and in a substantial and workman like manner and with new and sound material and in compliance with all Municipal rules 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 conformity to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunder written, 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.

Time limit for commencement & completion of construction work.

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees on the periphery of the said land (one tree per 200 sq.mtrs., and one tree at a distance of 15 meters on the frontage of road or part thereof) and shall maintain the trees so

Planting of trees in the open space.



planted in good condition throughout the term hereby agreed to be created under these presents.

(f) That it will pay all rates, taxes, charges, claims and outgoings chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Rates and
Taxes.

(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 thereunder 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 service charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at 14.5 per cent from the date of default in payment.

Fees of Service
Charges to be
paid by the
Licensee.

(h) That it will keep the Grantor indemnified against any act 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.

(i) That it shall observe and conform to all rules, regulations and bye-laws of the Local Authority

Sanitation.

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concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and 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.

(1) 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 the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules made thereunder 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.

(2) The Licensee 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 Grantor.

To comply with the provision of water (Prevention & Control of Pollution) Act, 1974 and Air (prevention & Control of Pollution) Act, 1981 the Environment (Protection) Act-1986 and amendments issued from time to time



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(k) That it will not make any excavation upon any part of the said land nor remove any stone, earth or other material there from except 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 wall and executing the works authorised by this Agreement.

Excavation.

(l) That it 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 Mumbai and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and 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.

Insurance.

(m) That it will not directly or indirectly transfer, assign sell, encumber or part with their 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.

Benefit of agreement not assignable.

(n) That it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular

Nuisance.

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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 Department or Environment Maharashtra Pollution Control Board central Pollution control board and Ministry of Environment and Forest Govt. of India with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odor, liquid-effluvia dust, smoke, gas or otherwise howsoever.

(o) That it shall at its own cost construct 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.

Access Road.

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

Preference in employment of Labour.

(p-1) While employing the skilled and unskilled labour shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment's/ machineries used by the Licensee and the general qualification of the local labour.

4. Should the Executive Engineer, not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time

Power to terminate Agreement.



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hereinbefore stipulated the Chief Executive Officer may by 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.

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

Power of
Grantor.

(a) The right of the Chief Executive Officer, the Executive Engineer, and the Officers 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 enter and
inspect.

(b) 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 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 its 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

To resume
land.

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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 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 alteration of any building or structures erected or used contrary to the conditions of the grant within the time prescribed in that behalf and on such removal or alteration 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 arrears of land revenue.

(c) All building materials and plant which shall have been brought upon the said land by or for the Licensees 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 material) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the receipt of the completion certificate mentioned in clause 7 hereof.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer, may in his discretion give

Extension of time.



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notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained 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 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.

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 five years from the date hereof at the yearly rent of Rupee One.

Grant of
Lease.

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

Form of
Lease.

All notices, consents and No Objection 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 authorised by him and any notice to be given to the Licensee shall be

Notice.



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पत्रा नं १५५६ / २००६
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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 known place of residence or business or on the said land hereby 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, Building 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 at any time against the Grantor or any person claiming under the Grantor.

Grantor may
alter Estate
Rules.

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

Marginal
Notes.

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.

Conflict
between
Agreement
and Rules.

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

L. H. J. S. S. S.

[Signature]



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IN WITNESS WHEREOF SHRI P.S. Chavan,
the 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
hath caused its Common Seal to affixed hereto the day
and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece of land known as Plot No.B-113/1 in the
Karad Industrial Area, within village limits of Talbid and
outside the limits of Karad Municipal Council, Taluka
Karad, District Satara, containing by admeasurement 16746
Sq.mtrs., or thereabouts and bounded as follows, that is to
say :-

On or towards the North by : MIDC Road 45.0 M R/W,

On or towards the South by : MIDC Boundary,

On or towards the East by : Plot No. P-2 and

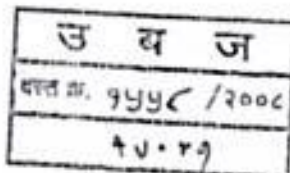
On or towards the West by : Electrical Tower Line &

Plot No.B-113

SECOND SCHEDULE

(Development Control Rules)

1. All survey boundary marks demarcating the
boundaries of the plots shall be properly
preserved and kept in good repair by the
Licensee. Where more than one Licensee is
concerned with the same boundary mark the
officer authorised by the Lessor shall allocate
this obligations suitably.
2. The Development Control Rules applicable to
MIDC Industrial Areas shall be applicable to
this Industrial Area.



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 odors or fumes and which do not produce noxious odors 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.
Ammonia Manufacture.
Incineration, reduction or dumping of offal dead animal, garbage or refuse on a commercial basis.
Tar distillation or manufacture.
6. Cement Manufacture.
7. Chlorine Manufacture.
8. Bleaching powder manufacture.
Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallow, grease or lard refining or manufacture.



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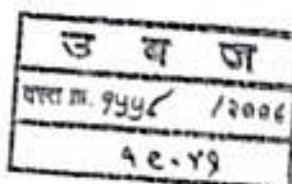
13. Manufacture of explosives or inflammable products of pyroxylin.
 14. Pyroxylin Manufacture.
 15. Dye-Stuff and pigment manufacture.
 16. Turpentine, paints, varnish or size manufacture or refining.
 17. Garbage, offal or dead animals reductions dumping or incineration.
 18. Stock-yard or slaughter 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.
- 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.

27-2 V. Shrivastava

(Signature)



16



SIGNED, SEALED AND DELIVERED BY
SHRI P. S. Chavan, the Area Manager
of the within named MAHARASHTRA
INDUSTRIAL DEVELOPMENT CORPORATION
in the presence of :-



P. S. Chavan
6/9/08
AREA MANAGER
M. I. D. C. Kolhapur Region,
Kolhapur.

1. Shri S. Y. Anekar, *Anekar*
Asst

2. Shri D. D. Patange *Patange*

The Common Seal of the abovenamed lessee

M/S. BEARDSSELL LIMITED

Was pursuant to a Resolution of its Board
of Directors passed in that behalf on the
20th day of July/2008 affixed hereto

in the presence of

Shri A. V. RAMALINGAN

Shri V. THIRUMLAAR

Directors and

Shri LANCY D. CUNHA

Sectary of the Company who, in token
Of having affixed the Company's Seal
hereto, has set his hand hereto,
in the presence of :-

M/S. BEARDSSELL LIMITED

[Signature]
Director

V. Thirumalaar

[Signature]

2. Nivaseo V. Babar *Babar*

2 PANKAS N JANKIPURIA *[Signature]*



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बतल नं. ११५८ / २००८
२१.१९

KARAD INDUSTRIAL AREA
VILLAGE - TALBID, TAL - KARAD,
DIST - SATARA, SCALE - 1CM = 20 M



45.0 M. R/W.



AREA MANAGER
M.I.D.C. Kolhapur Region,
Kolhapur.

Deepak Kadam
Head Surveyor
Regional Office M.I.D.C. Kolhapur

DEHRUSSELL LIMITED

Director



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पत्रा. १५५८ / २००८
२१-११

ANNEXURE -I
(Form of Lease)

THIS LEASE made at _____ the _____
day of _____ Two thousand
Eight _____ 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, Adi
Marzban Path, Ballard Estate, Mumbai-400 038
hereinafter called the ALessor (which expression shall,
unless the context does not so admit, include its
successors and assigns) of the One Part AND M/s.

_____ a Company Incorporated under the Companies Act,
1956 and having its registered office at _____

_____ 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 _____
day of _____ 199 , 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 the
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.



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AND WHEREAS, pursuant to the said Agreement the Certificate of Completion thereby contemplated has been granted.

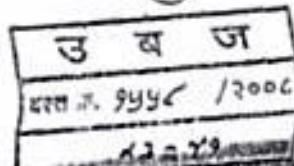
Recitals.

AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lessors share of cesses and the owners 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. _____/- (Rupees _____) approximately per annum;

NOW THIS LEASE WITNESSETH as follows :

In consideration of the premises and the sum of _____ (Rupees _____) 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. _____ in the Industrial Area and outside the limits of _____ Municipal Council, within the Village limits of _____ Taluka and _____ Registration Sub-District _____, District and _____ Registration District _____ containing by admeasurement _____ sq.mtrs., or thereabouts and more particularly described in the First Schedule hereunder written and shown surrounded by a red coloured boundary line on the plan

Description of Land.



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 _____ years computed from the first day of _____ 200 , 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 whom the duties or function of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required 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.

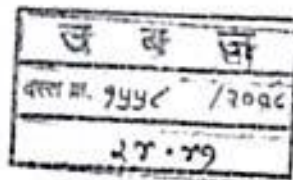
2. The Lessee with intent to bind all persons into whose hands the demised premises may come doth hereby covenant with the Lessor as follows :

Covenants by the Lessee.

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

[Handwritten signatures]

[Handwritten signature]



(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/drainage cess 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 marginal space to be kept open to sky of the said and 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 sq. mtrs., and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

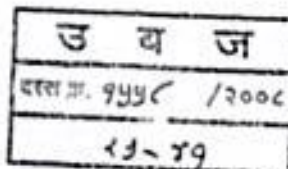
Planting of trees in the open space.

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

Not to excavate.

(f) Not to erect any building, erection or structure except a compound wall and steps and garages and

Not to erect beyond



necessary adjacent thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

building line.

(c) The Lessee having at their 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 Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as the Executive Engineer which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned).

Access Road.

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 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 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 non-compliance of any such provision or condition as aforesaid.

To comply with the provisions of Water (Prevention & Control of Pollution) Act, 1974 & Air (Prevention & Control of Pollution) Act, 1981.

(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 Building Regulations as set out in the second schedule hereunderwritten.

To built as per Agreement



उ ब ज
जल सं. १५५८ / २०१८
१६-२९

(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 of and be permitted in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra Prevention of Water Pollution Control Board as provided in the said Building Regulations.

Plans to be submitted before building.

(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

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 Municipality / Local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the

Sanitation.



उ ब ज
दस्तावेज नं. ११५८ / २००८
२०.०९

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 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.

(b) 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 feature thereof except with the previous permission in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Schedule hereunder written.

Throughout the said term at the Lessee expense 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.

(p) 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 time of the day during the term hereby granted after a weeks previous notice

Alteration.

To repair.

To enter and inspect.



उ ब ज
सत १५५८/२००६
५८५९

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 by notice to the Lessee call upon them to execute the repairs and upon failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

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.

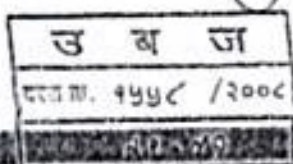
Nuisance.

To use the demised premises only for the purpose of a factory but not for the purpose of a factory any of the obnoxious industries specified in the schedule set out in the Third Schedule hereunder and not to use the demised premises or any part thereof for any other purpose nor for the purpose of a factory which may be obnoxious, offensive by reason of emission of odour liquid-effluvia, dust, smoke, 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.

User.

(k) 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

Insurance.



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 years receipt for the premium AND ALSO as soon as any of the buildings, which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee shall reinstate and repair the same to the satisfaction of 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.

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 thereon PROVIDED always that the Lessee shall be at liberty if they 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 themselves all buildings, erections and structures and materials from the said land but so nevertheless that the

Delivery of possession after expiration.



उ द ज
सं. ११५८ / २००६
२१.४९

Lessee shall deliver up as aforesaid to the Lessor
revalled 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, 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
of 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.

If the Lessee shall sell, assign or part with the
demised premises for the then residue of the said term
he shall 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,
whether 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.

Assignment to
be registered
with the
Lessor.

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.



उ ब ज
दस्तावेज नं. १५५८ / २००८
३१-४९

To give preference in employment of Labour.

While employing the skilled and unskilled labour 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.

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 as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

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 Act, 1966 (XLI of 1966).

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

Notice in case
of death.

Recovery of
Rent, Fees
etc., as land
revenue.

Rent, Fees
etc., in arrear.



उ य ज
दस्तावेज नं. १५५८ / २००८
३२-१९

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 herein before on the Lessees
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
him or under the Lessor.

Lessor's
covenant for
peaceful
enjoyment.

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
right to require the enforcement thereof or any of
them against the Lessor or any person claiming under
the Lessor.

Registration of
Estate Rules.

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

Renewal of
Lease.



उ ब ज
दस्तावेज नं. १५५८ / २००८
३२-७९

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 95 years on payment of premium as may be determined by the Lessor and with covenants provisions and stipulations hereinbefore contained except this covenants for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

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

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

Cost and charges to be borne by the Lessee.

Marginal Notes.

IN WITNESS WHEREOF Shri _____ the General Manager (Legal)/ Regional Officer of 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 and the Lessee has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE
(Description of land)



उ ब ज
पत्रा सं. १५५८ /२००८
३१.०१

All that piece or parcel of land known as Plot No. _____ in the _____ Industrial Area, within the village limits of _____ and outside the limits of Municipal Council, Taluka and Registration, Sub District _____, District and Registration District _____ containing by admeasurement _____ sq.mtrs., or thereabouts 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 :

SECOND SCHEDULE

(Development Control Rules)

- 1 All survey boundary marks demarcating the boundaries of the 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 obligations suitably.

The Development Control Rules applicable to MIDC Industrial Areas shall be applicable to this Industrial Area.

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 odours or fumes in the



उ य ज
दस्ता नं. १५५८ / २००८
३४-२९

compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal dead animal, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement Manufacture.
7. Chlorine Manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
Fat, tallow, grease or lard refining or manufacture.
12. 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.



उ ब ज
दस्तावेज नं. १५५८ / २००८
३६-१९

24. Charcoal.
25. Manufacture of Viscose Rayon.
26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

SIGNED, SEALED AND DELIVERED

by Shri _____

The Chief Executive Officer/ The Deputy Chief Executive Officer/ the Regional Officer/ the General Manager (Legal)/ General Manager DIC and Ex-Office Regional Officer the Area Manager of the within named Maharashtra Industrial Development Corporation in the presence of

- 1)
- 2)

The Common Seal of the above named Licensee M/s. _____

as pursuant to a Resolution of its Board of Directors passed in that behalf on the _____ day of _____ 199, affixed hereto in the presence of

Shri _____

and Shri _____

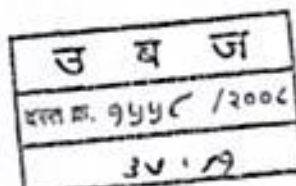
Director/Directors of the Company

who, in token of having affixed the Company's

Seal has set his hand/ have set their respective

hands hereto, in presence of :-

- 1
- 2



डिप्टी ए. व्हो नामनिगण
वा. व्हो ग्रिमस रोठ येमई

१. निम्न. लेखक. कौन सा.
 २. निम्न. निम्न. निम्न. निम्न.
 ३. निम्न. निम्न. निम्न.

श्री. विष्णुदास राय.
रा. नृसिंहाय्य वीठ - मेरठ.

അനുബന്ധം (v)			
ക്രമം	മു.പ.ന.	പ്രദേശ പേര്	മു.പ.ന. നമ്പർ
072	001	-	98
001	കോട്ടയം ജില്ല		121



उ ब ज
पता नं. १५५८ / २००८
१८१४१

आयकर विभाग
INCOME TAX DEPARTMENT
NIVASRAO SHIVJI BABAR
VISHNU GOPAL BABAR
22/04/1971
Permanent Account Number
A/NPB8282C
Signature



हो निबार् विष्णू
बाबर वम. ३५
सा. मुंबई

Prakash



उ ब ज
वत्ता क्र. १४५८ / २००८
२००९

आयकर विभाग
INCOME TAX DEPARTMENT
PANKAJ NARAYAN JANGIPURIA
NARAYAN CHHIDUBHA JANGIPURIA
02/12/1981
Permanent Account Number
ABUP150108
Signature



हो पंकज बाशमण
जंगिपुरिया वम.
सा. मुंबई

[Signature]



दस्त गोपवारा भाग-1

उपज

दस्त क्र 1558/2008

४०-४९

08/2008

दुष्यम निबंधका

7:31 pm

उपज

दस्त क्रमांक : 1558/2008

दस्तावा प्रकार : भाडेपट्टा

क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठराव

1. नावा मे. इंडस्ट्रियल लिमिटेड वरवीं तर्फे श्री. रामलिंगम
पत्ता: घर/प्लॉट नं. -
गावली/रस्ता: -
ईमारतीचे नावा: -
ईमारत नं.: -
पेट/पत्ताहस्त: -
हाड/गाव: 47 डिग्री रोड, पेढई
तालुका: -
जिल्हा: -
पिन नंबर: -

सिद्धू देणार

वय 52

सही



2. नावा मे. इंडस्ट्रियल लिमिटेड वरवीं तर्फे श्री. विक्रमलाल -
पत्ता: घर/प्लॉट नं. -
गावली/रस्ता: -
ईमारतीचे नावा: -
ईमारत नं.: -
पेट/पत्ताहस्त: -
हाड/गाव: 47 डिग्री रोड, पेढई
तालुका: -
जिल्हा: -
पिन नंबर: -

सिद्धू देणार

वय 64

सही



3. नावा मे. इंडस्ट्रियल लिमिटेड वरवीं तर्फे श्री. एन. ए. ए.
जिखोना
पत्ता: घर/प्लॉट नं. -
गावली/रस्ता: -
ईमारतीचे नावा: -
ईमारत नं.: -
पेट/पत्ताहस्त: -
हाड/गाव: मदी मुघई
तालुका: -
जिल्हा: -
पिन नंबर: -

सिद्धू देणार

वय 42

सही

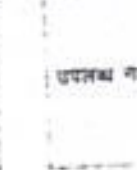
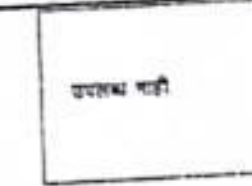


4. नावा महाराष्ट्र इंडस्ट्रियल डेव्हलपमेंट कॉर्पोरेशन
(एम्.आय.डी.सी.) तालुका -
पत्ता: घर/प्लॉट नं. -
गावली/रस्ता: -
ईमारतीचे नावा: -
ईमारत नं.: -
पेट/पत्ताहस्त: -
हाड/गाव: -
तालुका: -
जिल्हा: -
पिन नंबर: -

सिद्धू देणार

वय -

सही





दस्ता गोपवारा भाग - 2

उपज

दस्ता क्रमांक (1558/2008)

४९-४९

दस्ता क्र. [उपज-1558-2008] का गोपवारा
बाजार मुद्रा : 1926000 नोटदस्ता 0 भरलेले मुद्रांक शुल्क : 58080

दस्ता हजर केव्हाचा दिनांक : 07/08/2008 12:13 PM
निष्कादनाचा दिनांक : 06/08/2008
दस्ता हजर करणा-याची सही :

घावली क्र. 1558 दिनांक 07/08/2008
घावलीचे वर्णन
नाम: श्री. देवराज लिमिटेड देऊन दिले ए. वी.
समतिपत्र

19250 : नोंदणी फी
620 : नक्शा (अ. 11(1)), घावलीचा नका
(अ. 11(2)),
सज्जत (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

20080: एकूण

दस्ताचा इतर 335 नोंदपत्र
शिल्लक क्र. 1 ची देण : (सदरीकरण) 07/08/2008 12:13 PM
शिल्लक क्र. 2 ची देण : (फी) 07/08/2008 12:21 PM
शिल्लक क्र. 3 ची देण : (सुदारी) 07/08/2008 12:22 PM
शिल्लक क्र. 4 ची देण : (ओळख) 07/08/2008 12:22 PM

दस्ता नोंद केव्हाचा दिनांक : 07/08/2008 12:23 PM

ओळख :
घावलीत इतर असे निवेदीत करतात की, हे दस्तादेवज धावून देऊन घेतात, घावलीत ओळखतात,
व त्यांची ओळख घटवितात.

1) निघाले विष्णु बाबर, घट/प्लेट नं. -

गवली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेट/परावहता : -

हावळ/गाव : नवी मुंबई

लातुका : -

दिन : -

2) देवज बाबाका जंगीपुरी, घट/प्लेट नं. -

गवली/रस्ता : -

ईमारतीचे नाव : -

ईमारत नं. : -

पेट/परावहता : -

हावळ/गाव : नवी मुंबई

लातुका : -

दिन : -

मुद्रांक शुल्क : सध्यात : ना. मुद्रांक जिल्हाधिकारी सौ. सातारा यांचे सहीत
अभिनिर्णय क्र. 135/08-09 दिनांक - 31/07/2008 नुसार मुद्रांक शुल्क रुपये
58,080/- भरले आहे.

दस्ता निवेदक श्री-9
उपज



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उपज

प्रमाणित करणेत घेतले की,
या दस्तानामध्ये
एकूण ४९ पाने आहेत
दस्ता निवेदक श्री-9
उपज

पुस्तक क्र. 9
क्रमांक 9446 घर नोंदला

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दि. 06.08.08 सन-2008