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2012

दस्तावेजाचा अर्जाचा अनुक्रमांक २२०७७२

सहस्रवर्गा १८००००

---please print---

प्रश्न १४५ की प्रतिलिपि :-

मोटोपी की

संकाय ५१ (०११३१)

पुष्प, पत्र, पत्रिका, पत्रिका, पत्रिका

2. Fertilization

नदीना किदा गीधने (कालम ६४ ते ६७)

गो० दे० अ०

५३-७१११ = ५३३०००

કર્મના ૩૪ અવાળી

भूमाधि नकल कलम ५७ कोलिका

संतर का (मार्गिक समावर्तित) बाब क

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नादणीकृत हाकेने माठवणी जाईल

एत कार्यान्वयन

61.151 200000/-

विद्यापिण्डक  
दुधम निबद्धक श्रीणी  
उवावा

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भादरकनी



**TRUE COPY**

Adv. M. N. TAVARE  
NOTARY, GOVT. OF INDIA  
Reg. No. 2450, PUNE





दुयम निबंधक: शिरूर

दस्ताक्रमांक व वर्ष: 3111/2012

Monday, July 09, 2012

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नोंदणी 63 म.  
Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कारेगांव

- (1) विलेखावा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा  
व बाजारभावा (भाडेपट्ट्याच्या  
बाबतीत पट्टाकार आकारणी देतो  
की पट्टेदार ते नमूद करावे) मोबदला रु. 59,348,970.00  
बा.भा. रु. 59,348,970.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक  
(असल्यास) (1) वर्णन: मौजे कारेगाव शिवारातील रांजणागांव एम.आय.डी.सी. परियातील प्लॉट नं.ई-90/1  
क्षे.28671 चौ.मी.
- (3) क्षेत्रफळ (1)
- (4) आकारणी किंवा जुडी देण्यात  
असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या  
पक्षकाराचे व संपूर्ण पत्ता नाव किंवा  
दियाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, प्रातिवादीचे  
नाव व संपूर्ण पत्ता (1) मे.एक्सप्रो इंडिया लि.तर्फे एम.डी.अॅण्ड चीफ एक्झीक्युटीव्ह ऑफीसर श्री.सी.भास्कर - :-  
घर/प्लॉट नं. :- गल्ली/रस्ता :- ईमारतीचे नाव :- ईमारत नं. :- पेठ/वसाहत :- शहर/गाव:  
रांजणागांव; ता.लुका: शिरूर; जिन: -; पॅन नमबर: -;
- (6) दस्तऐवज करून घेण्या-या  
पक्षकाराचे नाव व संपूर्ण पत्ता किंवा  
दियाणी न्यायालयाचा हुकुमनामा  
किंवा आदेश असल्यास, वादीचे नाव  
व संपूर्ण पत्ता (1) एम.आय.डी.सी.पुणे तर्फे रजिस्ट्रार ऑफीसर श्री.नितेश आर.गटने (कलम 88 च्या  
कडुलीसाठी माफी) - :- घर/प्लॉट नं. :- गल्ली/रस्ता :- ईमारतीचे नाव :- ईमारत नं. :-  
पेठ/वसाहत :- शहर/गाव :- ता.लुका: -; जिन: -; पॅन नमबर: -;
- (7) दिनांक करून दिल्याचा 28/06/2012
- (8) नोंदणीचा 06/07/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 3111 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु.200.00
- (11) बाजारभावाप्रमाणे नोंदणी रु.100.00
- (12) शेरा

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मी वाचली

मी रूजवात घेतली

अस्सल वरहुकुम नकल

दस्तासोबतची नकल

श्री. अ.पी. अ.पी.

यांना दिली असे

दिनांक 01/07/2012

दुयम निबंधक शिरूर

दुयम निबंधक शिरूर





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Western Maharashtra  
Development Corporation  
Ltd., 2nd Floor, Kibera  
Chandbais,  
Shivajinagar, Pune 411005.  
D-5/STP(V)/C.R.1014/  
2260-63/04

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INDIA STAMP DUTY MAHARASHTRA

FOR W.M.D.C. LTD.

AUTHORISED SIGNATORY



उपट मुद्रांक प्रेषित अटव्हा व्हायलेट रॅंगम खाली  
तपासले व एस.एम.एस./संबंधित प्राधिकृत  
अधिकार्याशी दुरुवनीवरून संयर्क साधुन, मेळ  
बरोबर आकळुन आला.

दुय्यम निबंधक, शिरूर



THIS LEASE made at PUNE the 29<sup>th</sup> day of JUNE  
TWO THOUSAND TWELVE.

BETWEEN

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, A  
Corporation constituted under the Maharashtra Industrial Development Act,  
1961, (Maharashtra Act No. 1962) having its Principal Office at 4, 4(A) World  
Trade Complex I, 255 Floor, Cuff Parade, Mumbai - 400 005, hereinafter  
called "the Lessor" (which expression shall unless the context does not so  
admit, include its successors and assigns) OF THE FIRST PART;

AND

M/S. XPRO INDIA LTD. a company registered under the Companies Act  
1956 and having its place of business at Barjora Meija Road, P.O.  
Ghutgoria, Tehsil-Barjora, Dist.-Bankura, (hereinafter called "the Lessee"  
which expression shall, unless the context does not so admit include its  
successors and assigns) of the Second Part.

Managing Director &  
Chief Executive Officer

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## Recitals :

Whereas by an agreement dated 22<sup>nd</sup> Day of June, 2011 made between MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, the Lessor and M/S. XPRO INDIA LTD., Lessee, 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 to lease of the piece of land and premises hereinafter particularly described in the First Schedule.

AND WHEREAS said Agreement has been registered with the Sub Registrar, Shirur at Serial No. 02802 dated 22.06.2011 after payment of required stamp duty.

AND WHEREAS, although the Specification, plans, elevations, sections and details of the Industrial building agreed to be constructed by the lessee on the said land, have been approved by the Executive Engineer, MIDC in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties or functions of the said Executive Engineer, MIDC may be assigned) the lessee has before the commencement of the construction of the said Industrial building and other structures required to be completed under the agreement to lease requested the Lessor to grant to the lessee a Lease of the said land on the ground that the Lessee has applied to the STATE BANK OF HYDERABAD (Rs.15.00 Crore) & STATE BANK OF INDIA (Rs. 18.75 Crore) approved in writing by the Lessor (for short, lending institution) to advance to the Lessee certain loans for construction of Industrial building, which the said Financial Institution is willing to do against the security, inter alia, of the said plot provided the Lessee obtains lease thereof from the Lessor even before the commencement/ completion of such construction and also the Lessor's consent for the execution of the required mortgage documents.

AND WHEREAS at the request of the Lessee the Lessor has agreed to grant to the Lessee a lease of the piece of land and premises in the manner hereinafter mentioned.

AND WHEREAS the Lessee represented to the Lessor that the work of construction of the factory Building and other structures agreed to be constructed on the said land shall be completed and requested the Lessor to grant to the Lessee a Lease of the said land which the Lessor has agreed to do.



AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor is estimated at Rs. 593500/- approximately.

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*C. Bhaskar*



**C. BHASKAR**  
Managing Director &  
Chief Executive Officer



**NOW THIS LEASE WITNESSETH AS FOLLOWS :**

**1. Description of Land :**

In consideration of the premises and of the sum of **Rs. 5,93,48,970/- (Rs. Five Crore Ninety Three Lakh Forty Thousand Nine Hundred Seventy only)** paid by the Lessee to the Lessor as premium and on the Lessee agreeing to pay the rent hereby reserved and as per 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 more particularly described in the **First Schedule** written hereunder written and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter standing and being thereon **AND TOGETHER** with all rights, easements and appurtenant thereto belonging **EXCEPT AND RESERVING** unto the Lessor all mines and minerals in and under the said land or any part thereof **TO HOLD** the land and premises hereinbefore expressed to be hereby demised hereinafter referred to as "**the demised premises**" unto the Lessee for the term of **Ninety Five years** computed from the **First day of June-2011** subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder **PAYING THEREFORE** yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one; the said rent to be paid in advance without any deductions whatsoever on or before the 1<sup>st</sup> day of January each and every year.

**2. Covenants by the Lessee :**

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

**a) To Pay Rent :**

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

**b) To pay rates and taxes :**

To pay all existing and future taxes, rates assessments and outgoing 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.

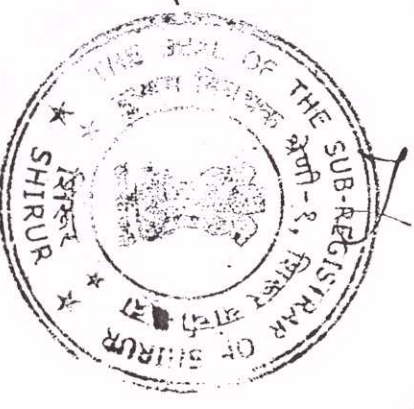
**c) To pay fees or Service Charges :**

Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service Charges / Drainage charges as may from time to time to be prescribed by Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed there under in respect of the amenities or common facilities provided by the Lessor which are at present estimated at **Rs.1500/-** approximately per annum.



**For MIDC WORK UNIT**  
**C. BHASKAR**  
 Managing Director &  
 Chief Executive Officer

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e) (i) The Lessee will have to obtain Building Certificate and go in production within 2 years from date of possession, failing which no further extension will be granted and possession of plot will be taken back by MIDC without giving any development cost incurred by you. In exceptional cases, extension for one more year at 100% premium prevailing can be granted.

FOR MIDC INDIA LTD.

C. BHASKAR

Managing Director &  
Chief Executive Officer





**d) No work to begin until plans are approved :**

Not to commence any work 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 not until the said plans and elevations have been so approved as aforesaid and thereafter not to make any alterations or additions thereto unless such alterations or additions shall have been previously approved in the like manner.

**e) Completion of construction of Building:**

That the Lessee shall at its own expenses and in substantial and workmanlike manner and in strict accordance with the plans, elevations details and specifications approved by the Executive Engineer. In charge of the said Industrial Area and the Building Regulations set out in the second schedule hereunder written build and completely finish fit for occupation to the satisfaction of the Executive Engineer the said building and other structures thereon for the use as factory building with all requisite drains and proper conveniences thereto on or before 07.04.2013.

**f) Planting of trees in the periphery of the plot :**

Lessee shall at their own expense within a period of one year from the date hereof plant trees in marginal space to be kept open to sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted per 200 sq. Mtr. and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

**g) Not to excavate :**

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

**h) Not to erect beyond building line:**

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

**i). Access Road :**

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 condition to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called " Executive Engineer. With expression shall include any other Officer to whom the duties of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned.)

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*See Rider etcy on*

*Separate Sheet*

**C. BHASKAR**  
Managing Director &  
Chief Executive Officer



j) To comply with the provisions of water (Prevention and control of Pollution) Act 1974 and Air (Prevention and control of Pollution) Act 1981

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 conditions which may from time to time, be imposed by the Maharashtra Pollution Control Board, Constituted under the said Acts as regards the Collection, treatment and disposal of discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or noncompliance of any such provision or condition as aforesaid.

k) Indemnity :

To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining Buildings or other premises by such building or in consequence of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipality or any Local authority in respect of the said works or of anything done under the authority herein contained.

l) To build according to rules :

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

m) Sanitation :

To observe and conform to all rules, regulations and bye-laws of the Municipality / Local Authority / Planning Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

n) Alteration :

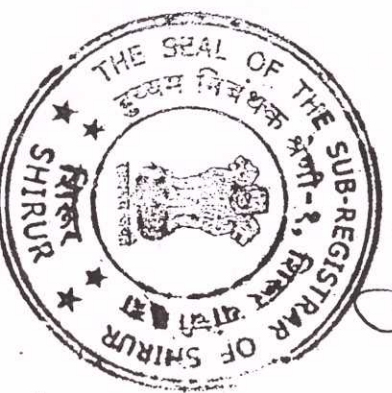
That No alterations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous consent in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule here under written.

o) To Repair :



FOR MUMBAI LTD.  
C. BHASKAR  
Managing Director &  
Chief Executive Officer

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Throughout the said term at the Lessee expense well and substantially to repair pave, cleanse and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

**p) To enter and Inspect :**

To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted **after a week's previous notice to enter into** and upon the demised premises and to inspect the state of repairs therof 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 their failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

**q) Nuisance :**

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

**r) User :**

To use the demised premises only for the purpose of a Factory Building but not for the purpose of any of the obnoxious industries specified in the annexure set out in the Third Schedule here underwritten and not be use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust smoke, gas, noise, vibrations or fire hazards and shall duly comply with the directions which may from time to time be issued by the Maharashtra 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.

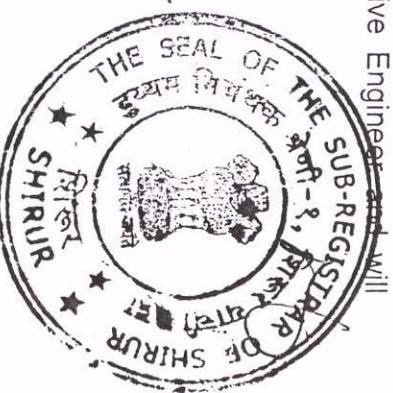
**s) Insurance :**

To keep the Buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium and also as often as any of the buildings which are or shall be 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 or any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND WHENEVER during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will



**C. BHASKAR**  
Managing Director &  
Chief Executive Officer

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nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

**t). Delivery of Possession after expiration :**

At the expiration or sooner determination of the said term quietly to deliver up to the Lessor, the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if 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 Lessee shall deliver up as aforesaid to the Lessor leveled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings erections or structures may have been removed.

**u). Not to assign :**

Not to assign, sublet or part with the possession of the demised premises or any part thereof or any interest there in 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 conditions for payment of premium and in any event not to assign, sublet 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.

**v). Assignment to be registered with the lessor :**

If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act, or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

**w). To give preference in employment of labour :**

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 said Industrial Area.

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

**x). Notice in Case of death :**

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

**3.. Recovery of Rent, Fees etc. as Land Revenue :**

If and whenever any part of the rent hereby reserved

by the Lessee thereunder shall be in arrears

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**C. BHASKAR**  
Managing Director &  
Chief Executive Officer

See - Separate Sheet

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same may be recovered from the Lessee as an arrears of land revenue under the provisions of the Maharashtra Land Revenue Code. 1966 (XLI of 1966).

**4. Rent Fees etc. in arrear :**

(a) If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if any whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the lessor may reenter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal there of shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry herein before 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 breach or breaches within three months after the giving or leaving of such notice.

(b) 1. Without prejudice to the generality of the foregoing provision in case the Lessee shall fail to complete the said factory building and other works agreed by the Lessee to be constructed on the demised premises within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or if the Lessee shall commit default in payment to the Lessor to the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on their part herein contained then the lease shall determine and all erections and materials, plant and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or understanding between the parties hereto belong and stand appropriated to the lessor without making any payment to the Lessee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Lessor against the Lessee.

(ii) In the alternative but without prejudice to sub-clause (i) above the Lessor may permit the Lessee to continue the demised premises in the Lessee's occupation on payment of such additional premium as may be decided upon by the lessor or and:

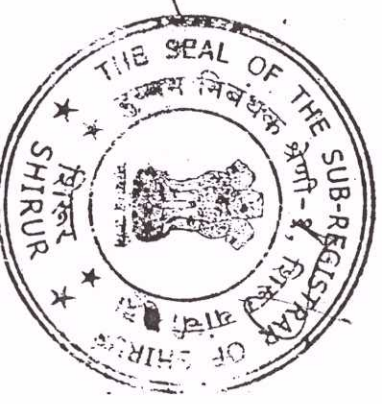
(iii) In the alternative but without prejudice to sub-clause (i) and (ii) the Lessor may direct removal or alternation of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal of alternation not being carried out and recover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

(C) All building materials and plant which shall have been brought upon the demised premises by or for the Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part thereof other than defective or improper



**C. BHASKAR**  
Managing Director &  
Chief Executive Officer

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materials (removed for the purpose of being replaced by proper materials) shall be removed from the demised premises without the previous consent of the Chief Executive Officer of the Lessor until after the grant of the completion certificate mentioned in clause 2 (d) hereof.

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

#### 5. Lessor's Covenant for peaceful enjoyment :

The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

#### Alteration of Estate Rules :

The layout of the Ranjangaon Industrial Area and the building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

#### 7. Renewal of Lease :

If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of Ninety Five Years on payment of premium as may be determined by the Lessor and with covenants, provision and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such lease shall be such as the Lessor may direct.

#### 8. Cost and Charges to be borne by Lessee:

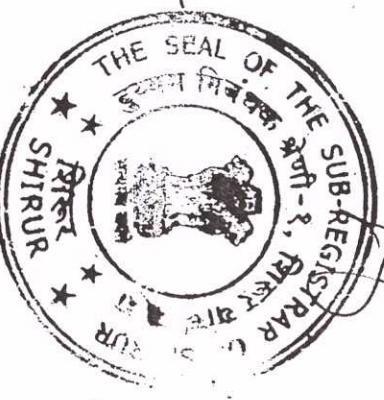
The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

#### 9. Marginal Notes and/or Head Notes:

The Marginal Notes and/or Head Notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

**INDIA LTD.**  
*C. Bhaskar*  
**C. BHASKAR**  
Managing Director &  
Chief Executive Officer

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IN WITNESS WHEREOF SHRI NILESH R. GATNE, the REGIONAL OFFICER Pune Region, of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of The Corporation hereto on its behalf and the Authorised Signatory of Xpro India Limited, the Lessee above named, has set his hand hereto for and on behalf of the Lessee and the Common Seal of the Lessee has been affixed in presence of its director on the day and year first abovewritten.

**FIRST SCHEDULE**  
**(DESCRIPTION OF LAND)**

All the piece or parcel of land known as Plot No.E-90/1, in the Ranjangaon Industrial Area, within the village limit of Karegaon, Taluka – Shirur, District Pune containing by admeasurements 28671.00 Sq. Mtrs. Or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say :

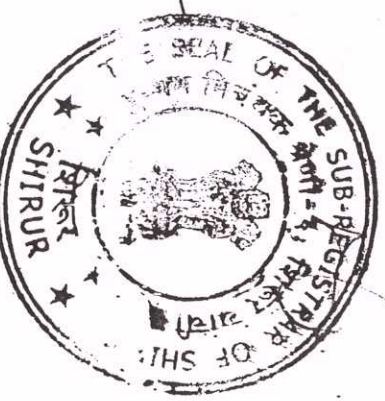
On or towards the North by	: MIDC ROAD 30.0M R/W
On or towards the South by	: AM – 53 & CETP - 1
On or towards the East by	: MIDC ROAD 30.0M R/W
On or towards the West by	: MIDC ROAD 20.0M R/W

**SECOND SCHEDULE**  
**(BUILDING REGULATIONS)**

1. The Development Control Rules of MIDC are applicable.
2. The periphery of the plot shall be utilised for the purpose of planting trees. At lease 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 the but within the demised premises.
3. The Lessee shall not use the land for any purpose except as a factory for manufacture, it shall not be under for obnoxious Industries a list whereof is attached.
4. The Lessee shall obtain a No Objection Certificate from the Department of Environment / Maharashtra Pollution Control Board constituted under the Water (Prevention and control of Pollution) Act 1974 and Air (Prevention and control of pollution ) Act 1981 as regards the water pollution and also air pollution and shall duly comply with the directions which may from the time to time be issued by the said Department / Board for the purpose of preventing any water or Air Pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
5. No construction work shall be commenced unless the plans elevations and sections have been approved by the Local Authority / Planning Authority & previous consent in writing from the Executive Engineer is obtained and no

**C. BHASKAR**  
Managing Director &  
Chief Executive Officer

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additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/Planning Authority previous consent in writing from the Executive Engineer is obtained.

6. All survey boundary marks demarcating the boundaries of plot shall be properly preserved and kept in good condition with due repair by the Lessee during the period of construction of buildings, where more than one Lessee is concerned with the same boundary mark, the Officer authorised by the Lessor shall allocate this obligation suitably.
7. Three sets of the specifications, Plans, Elevations, and sections as approved by the Local Authority / Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant consent.

**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 not noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
- 2). Sulphurous, sulfuric, picric, nitric, hydrochloric or other acid manufacture for 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 glud manufacture or processes involving recovery from fish or animal offal.
- 10). Manufacture or storage of explosives or fire works.
- 11). Fat rendering
- 12). Fat, tallow, grease or lard refining or manufacture
- 13). Manufacture of explosives or inflammable products or propylene.
- 14). Propylene manufacture.
- 15). Dye-still 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 rawhides or skins
- 21). Wool pulling or scouring
- 22). Yeast plant
- 23). Paper and paper products
- 24). Charcoal
- 25). Manufacture of Viscose Rayon
- 26). In general those uses, which may be obnoxious or offensive by reason or emission of odor, liquid eruvia, dust, smoke, gas, noise, vibration or fire hazards.



**CHIEF EXECUTIVE OFFICER**  
*(Signature)*  
**C. BHASKAR**  
Managing Director &  
Chief Executive Officer





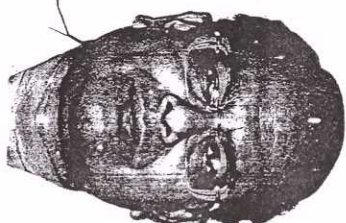


SIGNED SEALED & DELIVERED  
By **SHRI. NILRSH R. GATNE**  
The REGIONAL OFFICER of the  
Withinnamed Maharashtra Industrial  
Development Corporation in the  
Presence of:

1. **M.G. Desai**  
Attn

**Regional Officer**  
**M.I.D.C. Pune-3.**

2. **C.K. More**  
Attn



The COMMON SEAL of  
**XPRO INDIA LTD.**

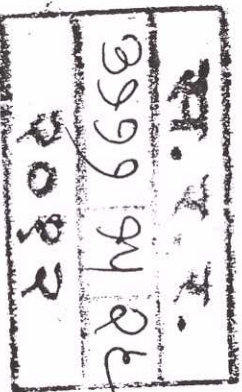
pursuant to a Resolution of its  
Board of Directors passed in this behalf  
on the 24 day of March 2011  
hereunto affixed in the presence of

Shri **C. Bhaskar**

**XPRO INDIA LTD.**  
**C. BHASKAR**  
**Managing Director &**  
**Chief Executive Officer**

Director/s of the company who in token of having  
affixed the seal of the Company set his/their  
respective hands hereto in the presence of:

1. **Anil Jain**
2. **Sandip M. Aravind**







RANJANGAON INDUSTRIAL AREA

VILLAGE-KAREGAON TAL-SHIRUR

DIST-PUNE. SCALE- 1CM= 10 M.

PLOT NO.  
D-282

ROAD R/W.30M.

OPEN SPACE  
23/1

FENCING

ROAD R/W.30M.

OPEN SPACE  
23/1

FENCING

PLOT NO.  
E-90/1

ROAD R/W.20M.

197.01M.

PLOT NO.

E-90/1

28671.00 SQ.M

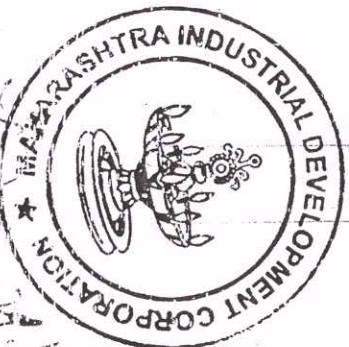
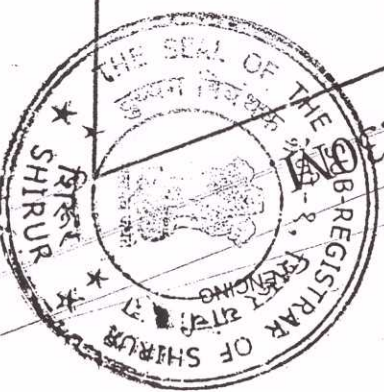
OPEN SPACE  
23/1

COMPOUND WALL

RT. T.
3999 192/2
208.49M.

AM-53

CETP-1



Regional Office  
M.I.D.C., Pune-3.



COPY PREPARED BY-  
(M.N. MADKE)  
SURVEYOR MIDC PUNE-3





Wednesday, June 22, 2011

12:00 PM

पावती

Original

नोटणी 39 म.

Regn. 39 M

पावती क्र. : 2814  
दिनांक 22/06/2011

पावते नाव कारेगांव  
रतपेवजाचा अनुक्रमांक सरर - 02802 - 2011  
रत्ता ऐवजाचा प्रकार माडेपट्टा

सादर करणाराचे नाव: मे. एकसाप्रो इंडिया लि. तर्फे एम. डी. अण्ड चीफ एजीकेटीक ऑफीसर  
सी. भा. अकर (पॅन नं. AABPB4869M)

नोटणी फी	:-	30000.00
नकल (अ. 11(1)), पृष्ठांकनाची नकल (अ. 11(2)),	:-	580.00
जवत (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (29)		30580.00

गजार नुल्य: 593490000 रु. मोबदला: 593490000 रु.

नरलेले मुद्रांक शुल्क: 0 रु.  
न्यायाचा प्रकार : डीडी/धनाकर  
किसे नाव व पत्ता: भारतीय क



6/2011

नोटिस फी	:-	0.00
नोटणी फी	:-	0.00
नॉक फी (सेवू सोसायटी रु. 20 + एजन्सी रु. 50 + जादा-प्रत @ रु. 2)	:-	0.00
AD फी देण्या-याच्या पक्षकाराची संख्या ( 0x 50 रु. )	:-	0.00
		0.00

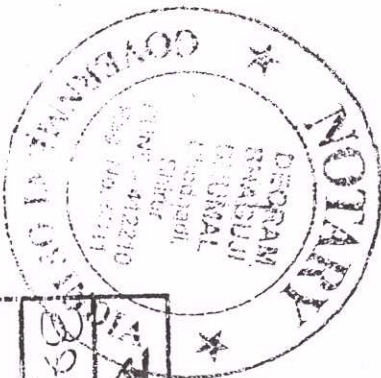
एकूण	रु.	30580.00
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पुण्यास हा दस्त अंदाजे 4:26PM ह्या वेळेस मिळेल

दस्तावेज निवडक  
दुय्यास निवडक, शिरूर

पुण्या कार्यालयाच्या बाहेर जाताना खालील कागदपत्रे मिळाल्याची खात्री करावी

- 1 मूळ दस्त
- 2 सुची क्रमांक दोनची प्रत
- 3 पावती
- 4 फेर फार सुचनापत्राची आवयप्रत
- 5 मोजणीची प्रतिसा क्रमांक



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दस्तक्रमांक व वर्ष: 2802/2011

Wednesday, June 22, 2011

4:14:44 PM

सूची क्र. दोन INDEX NO. II

गावाचे नाव : कारेगाव

दुय्यम निबंधक: शिरूर

नॉटरी 68 म.

Regn. 68 m.e.



(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप माहेपट्टा व बाजारभाव (माहेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देते की पट्टेदार ते नमूद करावे) मोबदला रु. 59,349,000.00 बा.भा. रु. 59,349,000.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: मोजे कारेगाव शिवारातील रांजणगांव एम.आय.डी.सी. एरियातील प्लॉट नं.ई-90/1 क्षे.28671 चौ.मी.

(3) क्षेत्रफळ (1)

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे.एस.मो.हरिया.लि.वर्क.एम.डी.अॅण्ड चीफ एजीकेटीव्ह ऑफीसर सी.भारकर (पॅन नं. AAABPB4869M) - - - घर/प्लॉट नं. - - - गल्ली/रस्ता: - - - ईमारतीचे नाव: - - - ईमारत नं. - - - पेट/वसाहत: वसंत कुज; शहर/गाव: न्यु दिल्ली; तालुका: दिल्ली; पिता: - - - पॅन नम्बर: - - - (1) एम.आय.डी.सी.पुणे वर्क एरिया मोजेर श्री.ए.एम.मोसले(कलम 88 खाली कबुलीसाठी माफी ) - - - घर/प्लॉट नं. - - - गल्ली/रस्ता: - - - ईमारतीचे नाव: - - - ईमारत नं. - - - शहर/गाव: - - - तालुका: - - - पिता: - - - पॅन नम्बर: - - -

(7) दिनांक कळून दिल्याचा नॉटरीचा (8) 22/06/2011 22/06/2011 (9) अनुक्रमांक, खंड व पृष्ठ 2802/2011

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 0.00 (11) बाजारभावाप्रमाणे नॉटरी रु 30000.00

(12) शेरा

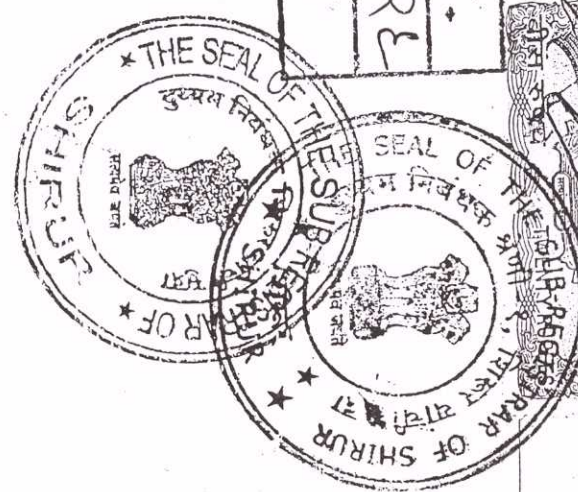
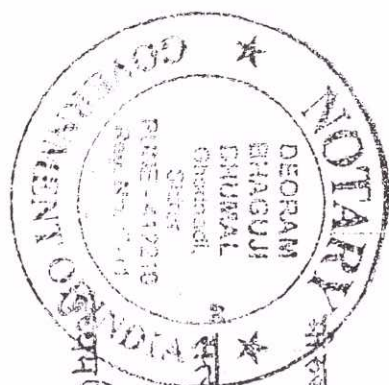


शिरूर

स.र.र. ९९९९ ९८८८ ९०३२

मी नक्षल केसी

सुरक्षित लिपी







**MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION**  
(A Government of Maharashtra Undertaking)

BY R.P.D.:  
No. MIDC / ROP/ 3834

Regional Office  
Jog Center, 2<sup>nd</sup> Floor,  
Wakadewadi, Pune-3.  
Date 2 JUL 2012

To, *As*  
M/s. Expro India Ltd.,  
Plot NoE-90/1, MIDC  
Ranjangan Indl. Area,  
Tal-Shirur, Dist-Pune

**Sub: -Ranjangaon Industrial Area**  
**Execution of Lease in respect of Plot No. E – 90/1**

Sir,

The Execution of Lease in respect of the above has been executed on the 29/6/2012. The Lease has to be present to the Sub-Register of Assurance for the propose of registration within a specific time limit prescribed by the law (viz. within 4 month from the dated of execution of the documents) We would request you to arrange to lodge both copies of the Lease for registration making:-

- 1.) The original returnable to you and
- 2.) The duplicate to the Regional Office, MIDC, Jog Center, 2<sup>nd</sup> Floor, Wakadewadi, Pune-Mumbai Road, Pune-3.

We would request you to take two witnesses with you at the time of Registration before the Sub-Registrar of Assurance.

We would also request you to intimate to use the Sr. No. and the date on which the documents have been lodged for registration.

The Government in the Revenue and Forest and Deptt. by its notification No. RGN-2001/328/CR 83/M-1 date 14 August 2002 has exempted the undersigned from appearing before the Registration of the propose of registration of the Lease and such other incidental document. A copy of the notification has already been sent to the Sub-Registrar of Assurance. You may bring this fact to the notice of the Sub-registrar at the time of presenting the document for registration.

We inform you that the Income-Tax authorities have already granted us exemption from producing the Income-Tax certificate as request under section 230-A O of the Income Tax Act, 1961(vide their letter No.B-6/H.O./GF/C00RD/81-81 dated the 19<sup>th</sup> February 1981. You may also bring this fact to the notice of the Sub-Registration at the time of presenting the document for registration.

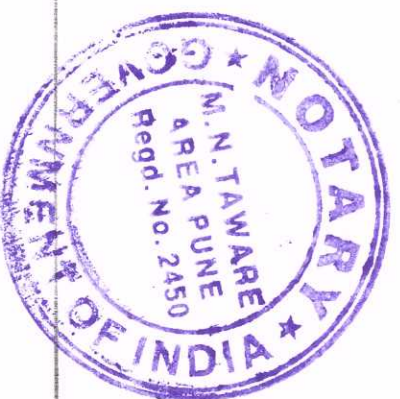
Encl: - As above.

*As above.*  
*3834 90/1*

Copy fwc's to the Legal-Advisor, MIDC, Pune-5 with a copy of the record for record.







## XPRO INDIA LIMITED

*xproindia*

Birla Building (2nd Floor),  
9/1, R. N. Mukherjee Road,  
Kolkata - 700 001, India

Tel : +91-33-30573700/30410900

Fax : +91-33-22420772

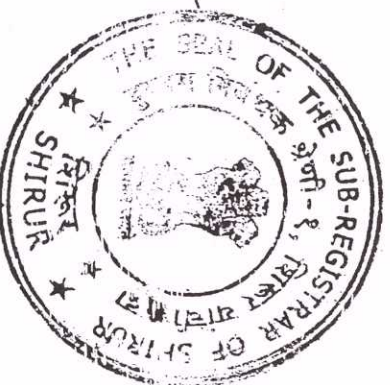
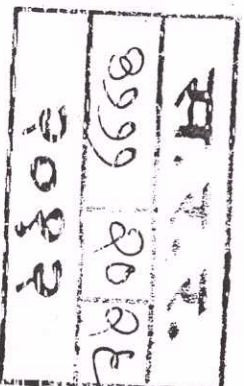
e-mail : xprocal@xproindia.com

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY  
THE BOARD OF DIRECTORS OF XPRO INDIA LIMITED  
AT ITS MEETING HELD ON MARCH 24, 2011.

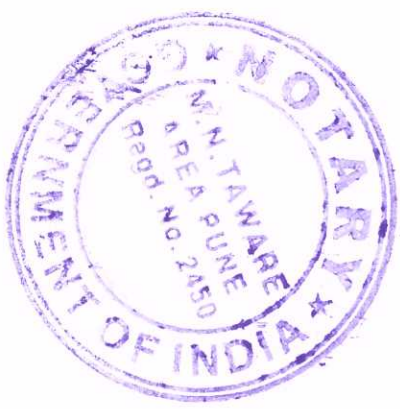
“RESOLVED that Sri C Bhaskar, Managing Director & Chief Executive Officer, Sri Anil Jain, Executive Vice President, Sri U.K. Saraf, Executive Vice President and Sri Satish M. Agarwal, General Manager(Commercial) of the Company be and are hereby jointly and severally authorised to take all necessary steps for taking possession of Plot No. E-90/1 in Ranjangaon Industrial Area from Maharashtra Industrial Development Corporation, execution of lease deed and registration thereof including all necessary steps for putting up operations of Coex Division of the Company at the said plot No.E-90/1 for manufacturing of co-extruded plastic sheets, thermoformed liners, etc. e.g. submission of applications for approvals, registrations, etc. to various Central, State and Quasi Governmental and other authorities including Maharashtra Industrial Development Corporation, Fire Department, Director of Industries, Director of Health & Safety, Commissioner of Labour, Maharashtra Pollution Control Board, Maharashtra State Electricity Distribution Co. Ltd. etc. and authorities for Customs, Central Excise, Sales Tax, Value Added Tax, Goods & Services Tax, etc. and to sign, appear and represent on behalf of the Company and to do all such acts, deeds, matters and things as deemed necessary, expedient, usual or proper in relation thereto.”

RESOLVED FURTHER that the common seal of the Company be affixed wherever necessary including on conveyance/lease deed in respect of land allotted for the said Coex Division at Ranjangaon (Maharashtra) and on agreement for supply of electricity in the presence of Sri C Bhaskar, Managing Director & Chief Executive Officer who will sign the same in token thereof and Sri Anil Jain, Executive Vice President or Sri U.K. Saraf, Executive Vice President of the Company who will counter sign the same in witness thereof.”

RESOLVED FURTHER that the copy of the foregoing resolution certified to be true copy by Sri C Bhaskar, Managing Director & Chief Executive Officer of the Company or Sri S.C. Jain, Secretary of the Company be furnished to the concerned authorities and they be requested to act thereon.”







आयकर विभाग  
INCOME TAX DEPARTMENT

  
भारत सरकार  
GOVT. OF INDIA

XPRO INDIA LIMITED



26/11/997  
PAN/Account Number

AAACX0120H

15022007

इस कार्ड के खोलने / या तो पर कृपया सुरक्षा करें / सर्विस  
आयकर देन सेवा हैकर, एन एस सी एल  
एडवोकेट प्रोप्राइटर, एडवोकेट एंडर, कान्हा मिल्स कंपाउंड,  
एन. बी. मॉडल, सीकर एरिया, मुंबई - 400 013

If this card is lost / someone's lost card is found,  
please inform / return to :  
Income Tax PAN Services Unit, NSDL,  
1st Floor, Times Tower,  
Kandla Mills Compound,  
S. B. Murg, Lower 1st, Mumbai - 400 013.  
Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,  
e-mail: [income@nsdl.co.in](mailto:income@nsdl.co.in)

स. त. र.
०९९९ ०९०८
२०१२





NAME AND HOME / PERMANENT ADDRESS NUMBER  
 AASPAC205A  
 SATISH MAHABIRPRASAD  
 AGARWAL  
 18-11-1955  
 MAHABIRPRASAD AGARWAL  
 18-11-1955



प. र. र.  
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आयकर विभाग  
INCOME TAX DEPARTMENT

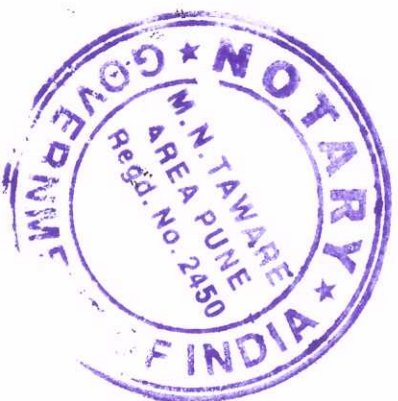
ANIL KUMAR JAIN  
HARI KISHAN JAIN

25/11/1959

भारत सरकार  
GOVT. OF IND



AAHPJ4734B



In case this card is lost / found, kindly inform / return to :  
Income Tax PAN Services Unit, UTTITSL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

यह कार्ड खो जाने या गायब होना न / लौटाने :  
आयकर PAN सेवा/यूनिट, UTTITSL  
प्लॉट नं. 3, सेक्टर 11, सीडी बेलापुर,  
नवी मुंबई - 400 614



स. र. र.	
३९९९	२३२२
२०९२	





*Handwritten signature*

२५.४.५६
३९९१ २४२६
२०९९९







गोपवारा भाग क्र-१

दिनांक :- ०९/०७/२०१२

दस्ता क्रमांक :- ७१११/२०१२

दस्ताचा प्रकार :- ११५२२



अ.क्र	पक्षकाराचे नांव	पक्षकाराचा प्रकार व सही	छायाचित्र	आंगठ्याचा ठसा
१.	Shri.Nilrsh.R.Gatne Regional Officer MIDC Jog Center-Pune-३ (अबम दग खाती कुरुबिसाही भाकी)	लिहून घेणार		
२.	M/s.Xpro India Ltd. तर्फे Director .C.Bhaskar A/P-Plot No.E-९०/३ MIDC Ranganugon Tal- Shirur. Dist- Pune	लिहून देणार		

दस्ता निवेदक श्री ११५२२  
शिरूर

स. र. र.  
७१११ २५ २६  
२०१२





सरर  
३९९९/२४२६  
२०७२



गोषवारा भाग क्र-२

३९९९

अनुक्रमांक नंबर  
सन २०१९ चे ४५५७

तारखेस १२ दिने

हजर करणाराची सही

*(Signature)*

दरम्यान शिरुर दुय्यम निबंधक  
कार्यालयात आपुन दिला

खाली लिहल्याप्रमाणे फी घेतली  
नोंदणी फी १००२००  
छायाचित्र फी ( ) ५२०२००  
शे ५१५  
रुजुवात २६  
फायलिंग  
टपाल १

एकूण

₹२०२००.

दुय्यम निबंधक शिरुर  
*(Signature)*

दुय्यम निबंधक शिरुर  
*(Signature)*

२४/५/२०२१

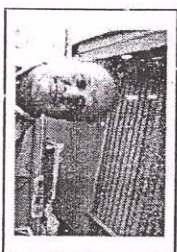
TRUE COPY

दस्तऐवज करुन देणार तथाकथीत (सही)  
दस्ता ऐवज करुन दिल्याचे कबुल करतात  
ओळख :-

खालील इसम असे निवेदीत करतात की, ते  
दस्तऐवज करुन देणाऱ्यांना ओळखतात व  
त्यांची ओळख पटवितात.

१) श्री. सतीष एम. अग्रवाल  
धंदा :- नोकरी वय : ५२  
रा. पुणे

सही : *(Signature)*



२) श्री. अनिल कुमार जैन  
धंदा : नोकरी वय : ५२  
रा. पुणे



सही : *(Signature)*

प्रमाणित करणेत येते की, या दस्तऐवजात  
एकूण २६ पृष्ठे आहेत.

दुय्यम निबंधक शिरुर  
*(Signature)*

दुय्यम निबंधक शिरुर  
पहिले नंबर पुस्तकाचे  
३९९९ नंबरी नोंदला

दुय्यम निबंधक शिरुर  
दिनांक ०४/१०/२०१९

