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9115 dt. 27-8-87
Receipt No. 9482 Dt. 18-9-87
No. 1274/87/2994/15
GENERAL STAMP OFFICE
Bombay, 18-9-1987

RECEIVED from M/s. Konark Containers & Allied Industries Pvt. Ltd.
Stamp duty Rupees 26025/-
Twenty six thousand twenty five only

CERTIFIED under Section 32 of the Bombay Stamp Act, 1958, that the full Stamp duty Rupees 26025/-
Twenty six thousand twenty five only under Art. 36(a)(v)(c) & Art. 25(a)
is chargeable has been paid.

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COLLECTOR

This Certificate is subject to the provision of Sec. 53A of the Bombay Stamp (Amendment) Act, 1985

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km This Lease made at Bombay the 21st day of September One thousand nine hundred and eighty seven BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MHA. III of 1962) and having its Principal Office at Orient House, Mangalore Street, Ballard Estate, Bombay - 400 038, hereinafter called "the Lessor" (which expression shall unless the context does not so admit, include its successors and assigns) of the One Part; AND MESSRS. KONARK CONTAINERS AND ALLIED INDUSTRIES PRIVATE LIMITED, A Company incorporated

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under the Companies Act, 1956 and having its registered office at Plot No. B-31, Opposite Ordnance Factory Gate No.3, M.I.D.C. Ambarnath, District Thane 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;

Recitals.

WHEREAS by an Agreement dated the 1st day of August, 1973 and made between the Lessor of the One Part and S/Shri Mohan Niranjandas Punjabi

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& Mulchand K. Nardhani of the Other Part (hereinafter called the Principal Agreement) the Lessor agreed to grant to S/Shri Mohan Niranjandas Punjabi & Mulchand K. Nardhani upon the performance and observance by them of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned;

AND WHEREAS by a Deed of Retirement dated the 2nd day of April, 1975 Shri Mulchand K. Nardhani retired from the partnership with effect from 2.4.1975 and Shri Mohandas Niranjandas Punjabi continued to hold the said Plot No.B-31 from Ambernath Industrial Area.

AND WHEREAS by a Deed of Partnership dated the 13th day of September 1976 Shri Mohandas N. Punjabi admitted S/Shri Vashumal Naraindas Kishnani, Jhamumal Naraindas Kishnani and Vinodkumar Naraindas Kishnani as the Partners of M/s. Damodar Paper and Board Mills.

AND WHEREAS by a letter dated the 8th February, 1977 the Lessor granted permission to Shri Mohandas Niranjandas Punjabi to transfer the said Plot No. B-31 from Ambernath Industrial Area in favour of S/Shri Mohandas Niranjandas Punjabi, Vashumal

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Naraindas Kishnani, Jhamumal Naraindas Kishnani and Vinodkumar Naraindas Kishnani - Partners of M/s. Damodar Paper and Board Mills.

AND WHEREAS by a Deed of Retirement dated 15th June, 1977 S/Shri Vashumal Naraindas Kishnani, Jhamumal Naraindas Kishnani and Vinodkumar Naraindas Kishnani retired from the partnership with effect from 15th June, 1977.

AND WHEREAS by a Deed of Partnership dated 15th June, 1977 Shri Mohandas Niranjandas Punjabi admitted S/Shri Deorat Harinarayan Dave, Harish Jamanadas Mehta, Ashwin Jamanadas Mehta, Parasnath K. Gupta, Kundanmal J. Wadhwa, Hansraj Jhamumal Lalchandani, Smt. Bhanumati A. Thakkar and Smt. Hasumati J. Lodharia as partners of M/s. Damodar Paper and Board Mills -

AND WHEREAS by an Order dated the 29th August, 1977 the Lessor granted permission to Shri Mohandas Niranjandas Punjabi to transfer the said Plot No. B-31 from Ambernath Industrial Area in favour of S/Shri Mohandas Niranjandas Punjabi, Deorat Harinarayan Dave, Harish Jamanadas Mehta, Ashwin Jamanadas Mehta, Parasnath K. Gupta, Kundanmal J. Wadhwa, Hansraj Jhamumal Lalchandani, Smt. Bhanumati A. Thakkar and Smt. Hasumati J. Lodharia, partners of M/s. Damodar Paper Board Mills;

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AND WHEREAS by a Deed of Retirement dated 5th September, 1977 Shri Mohandas Niranjandas Punjabi retired from the said partnership dated the 15th June, 1977 and continuing partners by a Deed of Partnership dated 5th September, 1977 formed a new partnership firm - M/s. Konark Containers And Allied Industries consisting of S/Shri Deorat Harinarayan Dave, Harish Jamanadas Mehta, Ashwin Jamanadas Mehta, Parasnath K. Gupta, Kundanmal J. Wadhwa, Hansraj Jhamumal Lalchandani, Smt. Bhanumati A. Thakkar and Smt. Hasumati J. Lodharia as the Partners;

AND WHEREAS by an order dated the 20th April, 1978 the Lessor granted permission to S/Shri Mohandas Niranjandas Punjabi, D.H. Dave, H.J. Mehta, A.J. Gupta, P.K. Gupta, K.J. Wadhwa, H.J. Lalchandani, Smt. B.A. Thakkar and Smt. H.J. Lodharia to transfer the said plot No.B-31 in favour of S/Shri D.H. Dave, H.J. Mehta, P.K. Gupta, K.J. Wadhwa, H.J. Lalchandani, Smt. B.A. Thakkar and Smt. H.J. Lodharia partners of M/s. Konark Containers And Allied Industries on payment of additional premium of Rs. 1,62,400/-;

AND WHEREAS by another order dated the 17th September, 1979 the Lessor granted permission to S/Shri D.H. Dave, H.J. Mehta, A.J. Mehta, P.K. Gupta, K.J. Wadhwa, H.J. Lalchandani, Smt. B.A. Thakkar

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and Smt. H.J. Lodharia to transfer the said Plot No. B-31 in favour of M/s. Konark Containers And Allied Industries Pvt. Ltd. (i.e. the Lessee);

AND WHEREAS by a Supplement Agreement dated the 5th day of September, 1983 and made between the Lessor of the First Part S/Shri Mohandas Niranjandas Punjabi & Mulchand K. Nardhani of the second part and the Lessee of the Third Part, the Principal Agreement dated the 1st day of August 1973 was construed and declared as if the Lessor had entered into the said Agreement with the Lessee and the Lessee alone had agreed to observe and perform the stipulations and conditions contained in the said Agreement;

AND WHEREAS by an Indemnity Bond dated the 20th July, 1987 the Lessee has indemnified the Lessor from and against all actions, losses, proceedings, claims on demand by any person or persons claiming to be partners or through S/Shri D.H. Dave, H.J. Mehta, A.J. Mehta, P.K. Gupta, K.J. Wadhwa, H.J. Lalchandani, Smt. B.A. Thakkar and Smt. H.J. Lodharia of M/s. Damodar Paper & Board Mills to have own or possess any right or interest or in the Said Agreement to Lease or the plot of land howsoever as also against all claims for damages, costs, charges and expenses of every nature or kind whatsoever which the Lessor may incur or suffer by reason of the Lessor having at the request



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of the Lessee executed in its favour a Lease in respect of the said land without insisting on any letters of administration in support of the claims of the Lessee;

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

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 of 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. 4,531/- approximately per annum;

NOW THIS LEASE WITNESSTH as follows:-

1. In consideration of the premises and of the sum of Rs. 40,700/- (Rupees Forty thousand and seven hundred only) and a further sum of Rs. 1,62,400/- (Rupees One lakh sixty two thousand and four hundred only) making together the aggregate sum of Rs. 2,03,100/- (Rupees Two lakhs three thousand and one hundred only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee

Description
of land.

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hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as Plot No. B-31 in the Ambarnath Industrial Area, within the village limits of Kansai and within the limits of Kalyan Municipal Corporation, Taluka and Registration Sub-District Ulhasnagar, District and Registration District Thane, containing by admeasurement 5076 square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING upto 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 August 1973 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



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

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.

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

(b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon. To pay rates and taxes.

(c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules

To pay fees or service charges.

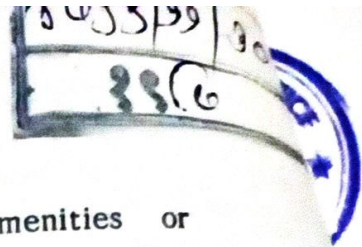
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framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 1019/- approximately per annum.

Planting of trees in the open space.

(d) The Lessee shall at its own expense within a period of one year from the date hereof plant trees in the open space of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

Not to excavate.

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



Not to erect beyond building line.

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

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(g) The Lessee having at its own expense Access Road. 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 "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);

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(h) The Lessee ~~Lessee~~ shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969, and the rules made thereunder as also with any condition which may, from time to time, be imposed by the Maharashtra 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 or any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the provisions of Maharashtra Prevention of Water Pollution Act, 1969.

(i) Not at any time during the period of this demise to erect any building, erection or structure

To build as per Agreement

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on any portion of the said land except in accordance with the said building regulations set out in the second Schedule thereto.

Plans to be submitted before building.

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

Indemnity

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

To Build according to rule

(l) Both in the construction of any such building or erection and at all times during the

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continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as maybe in force for the time being relating in any way to the demised premises and any building thereon.

(m) To observe and conform to all rules, Sanitation. regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the 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) That no alterations or additions shall at Alterations. any time be made to the facade or elevation of any building or erection erected and standing on the demised

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premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

To Repair.

(o) Through out the said term at the Lessee's 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.

To enter and inspect .

(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 times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.



Nuisance.

(q) Not to do or permit anything to be done

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on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

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

(s) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a such equivalent to the cost of the building (excluding foundation and plinths) in some Insurance.

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well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if so such destruction or damage by fire, hurricane or otherwise had happened.

Delivery of possession after expiration.

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

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

(u) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein without the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

Not to assign.

(v) 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

Assignment to be registered with Lessor.

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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.

To give preference in employment of labour.

(w) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said Industrial Area.

Notice in case of death.

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(x) 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.

Recovery of Rent, fees etc. as land revenue.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee as an arrear of land revenue under the provision of Maharashtra Land Revenue Code, 1966(XLI of 1966).

Rent, fees etc. in arrears.

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not

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or If and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as afore-said 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 of 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 such notice.



5) The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy

Lessor's covenant for peaceful enjoyment.

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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.

6. The layout of the Ambernath 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.

Renewal
of Lease.

7. If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises for a further term of Ninety five years on payment of premium as may be determined by the Lessor and with covenants, provisos and stipulations hereinbefore contained except this covenants

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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.

Costs and charges to be borne by the Lessee.

9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof. IN WITNESS WHEREOF SHRI SHANKAR GANESH KAPRE the General Manager (Legal) of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed hereto the day and year first abovementioned.

Marginal notes.

Handwritten initials/signatures

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as Plot No.B-31 in the Ambernath Industrial Area within the village limits of Kansai and within the limits of Kalyan

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Municipal Corporation, Taluka and Registration sub-district Ulhasnagar, District and Registration District Thane containing by admeasurement 5076 square metres or thereabouts and bounded by red coloured boundary lines on the plan-annexed hereto, that is to say -

On or towards the North East by Kalyan Badlapur Road.

On or towards the South West by Plot No.B-32.

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On or towards the South East by Plot No.B-15 and B-41, and

On or towards the North West by Plot No. B-29, B-30 and M.I.D.C. land.

SECOND SCHEDULE

(Building Regulations)

1. The total built up area shall not be more than a half of the total area of the plot, a strip of not less than five metres shall be left open to the sky on the periphery of the plot.
2. The open space shall be utilised for the purpose of planting trees. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.
3. The Lessee shall not use the land for any

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purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.

4. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the officer authorised by the Lessor.

5. The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Maharashtra Prevention of Water Pollution Act, 1969, as regards the water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

6. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor, and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.

S.M.
K.M.

7. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

8. No temporary or semi-permanent structure shall be built on the plot, except during the period of construction (or reconstruction in future).

9. The final working drawings to be submitted for the approval of the Lessor shall include :-

- i) Plans, elevations and sections drawn to a scale of 1 c.m. to 1 metre.
- ii) 4 cms. to 1 metre details when required.
- iii) Block plan drawn to a scale of 1 cm. to 5 metres showing the lay-out with the proposed building shown coloured red therein.
- iv) Any other details or particulars required by the Lessor.

The above mentioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of obnoxious Industries)

1. Fertiliser manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from

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previously processed materials which have no noxious odours or fumes in the compounding or manufacturing thereof.

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

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[Signature]

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SIGNED, SEALED AND DELIVERED
BY SHRI SHANKAR GANESH KAPRE,
the General Manager (Legal) of the
withinnamed Maharashtra Industrial
Development Corporation in the
presence of :-

S. G. Kapre

(S. G. KAPRE)

General Manager (Legal)

Maharashtra Industrial Development Corporation

(1) *Shankar C. H. Kapre*

(2) *P. S. Rao*
(P. S. Rao)

The Common Seal of the abovenamed
Lessee MESSERS KONARK CONTAINERS
AND ALLIED INDUSTRIES PRIVATE
LIMITED was pursuant to a Resolution
of its Board of Directors passed in
that behalf on the 19th day of June
1987 affixed hereto in the presence
of SHRI KRISHANLAL SOHANLAL
DHAWAN, Managing Director of the
Company who, in token of having affixed
the Company's Seal hereto, has set
his hand hereto, in the presence of:-

(1) *D. G. Muley* (D. G. MULEY)

(2) *R. A. Poojari* (R. A. Poojari)

Kishanlal

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel : +91-22-25820703 +91-22-25829539
Fax : +91-22-25821886
E-mail : rothane@midcindia.org

Regional Office, Thane
MIDC, Thane Region,
Office Complex Building, 1st Floor
Near Wagle Estate, Octroi Naka
THANE
400604

No, ROT/AMB/Case No.321 / 5372

Date : 23-Nov.-2005

24 NOV 2005

Subject :- Plot No. B-31/1 & B-31/2
From AMBERNATH INDL. AREA
Creation of mortgage/ Charge in respect of
letter Dated 21/11/2005 form
M/S. KONARK ENTERPRISES PVT. LTD.

**** CONSENT ****

Lease Date : 21-Sept-1987

Lessee :

M/S. KONARK ENTERPRISES PVT. LTD.

Financial Institution :

Financial Institution/s.
STATE BANK OF INDIA

Rs. 65,00,000/-

Rs. 65,00,000/-

WHEREAS by an indenture of lease dated 21st day of September, 1987 made between the Maharashtra Industrial Development Corporation (hereafter called "the Corporation") of the One Part and M/S. KONARK CONTAINERS AND ALLIED INDUSTRIES PVT. LTD., the other part and lodged for Registration in Duplicate with Sub-Registrar of Assurances at Mumbai under Serial No.4799 and 4800 on 24th day of September 1987 the Corporation demise unto M/S. KONARK CONTAINERS AND ALLIED INDUSTRIES PVT. LTD. all that piece of land known as plot No.B-31 in AMBERNATH INDL.AREA containing the admeasurements 5076 m2 or thereabouts for the term of 95 years commencing from the first day of August 1973 at the rent reserved by and subject to the covenants and conditions in the said lease.

AND WHEREAS by letter dt. 13th day of March-2003 the Corporation has taken a note of Change in name of the Company i.e. from M/S. Konark Containers and Allied Industries Pvt.Ltd. to M/S. KONARK ENTERPRISES PVT. LTD. hereinafter referred to the Lessee.

AND WHEREAS by an order dated MIDC/ROT/AMB/B-31/2655 dt. 25/05/2005 the Corporation granted its permission to Sub-Div. Of Plot No. B-31 area admeasuring 5076.00 Sq. mtrs. under.

Plot No. B-31/1, admeasuring 501.00 Sq. mtrs. be retained by the Original Allottee i.e. M/s. Konark Enterprises Pvt. Ltd. for activity of Re-rolling Mills, M.S. Roudns, Angle etc.

Plot No.B-31/2, admeasuring 1375.00 Sq. mtrs. be retained by the Original Allottee i.e. M/s. Konark Enterprises Pvt. Ltd. with permission for Petrol pump and Weigh Bridge granted

AND WHEREAS In pursuance of sub-clause (u) of clause 2 of the above noted Lease, dated 21-Sept-1987,executed by the Maharashtra Industrial Development Corporation in favour of the Lessee/s. Consent is hereby accorded to the mortgage/charge by the Lessee/s of the Lessee's/ Lessee's interest under the aforesaid Lease in favour the above noted Financial Institution subject to the following conditions :-

(a) The Amount of the loan shall not exceed 65,00,000/- (Rs. Sixty Five Lakhs Only.)

(b) This consent hereby granted is restricted for raising loans from Financial Institution. In case the Lessee/Lessees propose (s) to raise any further or other loan on the security of the demised premises from any of the Financial Institutions/Banks or otherwise transfer or assign the same, the subject to the Lessee/Lessees shall have to make a fresh application for consent.

(c) In the event of sell, the Financial Institution shall insure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the grantor/lessor) will not allow any change."

(d) That in the event of the Financial Institution selling the demised premises or any part thereof or having the same sold as aforesaid for realization to the security, the Financial Institutions shall pay to the Corporation the entire amount of unearned income from the said plot of land (excluding the value of the buildings of structures, plant and machinery erected and installed thereon by the Lessee/s) viz., the entire excess of the price of land calculated at ruling rate prescribed by the Corporation in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee/Lessees to the Corporation in respect of the said plot of land at the time of allotment viz., premium calculated at rate of **Rs.40/-** per square meter PROVIDED that the Corporation will not be entitled to receive any such payment unless the claims of Financial Institution in respect of the mortgage of charge/s so created and the debt/s inclusive of interest, commitment charges, increase that may occur on account of devaluation /foreign exchange fluctuation of escalation, costs, charges and expenses are satisfied in full. The decision of the Corporation subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.

(e) Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorise the Lessee/s to mortgage only part of demised premises hereinabove referred to.

(f) The Lessee and Financial Institution (s) will execute an Agreement with the Corporation in the Prescribed form incorporating the conditions.

2. The Consent hereby granted shall not be operative unless an Agreement referred to in sub-para (e) above is executed by all the parties.

**To,
M/S. KONARK ENTERPRISES PVT. LTD.
Plot No.B-31,
MIDC AMBERNATH INDL. AREA,
AMBERANT,
DIST.THANE.**

Copy to :
1 Chief Manager,
State Bank of India,
Ambernath Branch,
Tal-Ambernath,
Dist- Thane.

sdL
REGIONAL OFFICER,
MIDC,THANE

[Signature]
24/11/05
REGIONAL OFFICER,
MIDC,THANE



THIS AGREEMENT made at Bombay, this 5th day of Sept.

One thousand Nine hundred and ~~Seventy Eighty three~~ Between Maharashtra Industrial Development Corporation, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH III of 1962) and having its Principal Office at Orient House, Mangalore Street, Ballard Estate, Bombay 400 001 (hereinafter called " the Grantor ") of the First Part, 1) Shri. Mohan Niranjandas Punjaoi & Mulchand K.Nardhany Partners of M/S. Damodar Paper & Board Mills (hereinafter called " the Licensee ") of the Second Part, and M/S. Konark Containers & Allied Industries P.Ltd (hereinafter called " the Parties of the Third Part ") of the Third Part :

WHEREAS by an Agreement dated the 1st day of August 1973 between the Grantor of the One part and the Licensees of the Other part(hereinafter called " the Principal Agreement ") in consideration of the stipulations and conditions on the part of the Licensees therein contained the Grantor agreed to grant unto the Licensees a Lease of the Plot and land bearing No. B-31 in the Ambarnath Industrial Area of the Grantor in the manner therein contained;

AND WHEREAS pursuant to sub-clause(J) of Clause 3 of the Principal Agreement, the Grantor at the request of the Licensees granted its consent to the transfer, assignment or parting with their interest in or the benefit of the said Principal Agreement in favour of the parties of the Third Part ;

[Handwritten signatures]

AND WHEREAS the Licensees have requested the Grantor to accept the Parties of the Third Part as Licensees in their place and to execute the Final Lease in favour of the Parties of the third part which the Grantor has agreed to do without insisting upon them to join in such execution as confirming Party/Parties;

NOW THIS AGREEMENT WITNESSETH as follows:

- (1) This Agreement is supplemental to the Principal Agreement.
- (2) The Principal Agreement shall hereafter be construed as if the Grantor had entered into the Principal Agreement with the parties of the Third Part and the parties of the Third Part alone had agreed to observe and perform the stipulations and conditions contained in the Principal Agreement and that the Sum of Rs.2,03,100/- (Rupees- Three Lakhs three thousand and one hundred only) paid to the Grantor by the Licensees as premium paid by the Parties of the Third Part.

(3) AS soon as the Executive Engineer has certified that the factory building and works on th plot described in the First Schedule to the Principal Agreement have been erected and if the Parties of the Third part shall have observed all the stipulations and conditions contained in the Principal Agreement the Grantor will grant and the parties of the Third Part will accept a lease (which shall be executed in duplicate) of the said plot described in the First Schedule to the Principal Agreement and the factory building erected thereon in the standard form of Lease prescribed by the Grantor for the term and at the yearly rent mentioned in the Principal Agreement without any further consent or concurrence of the Licensees.

(4) Save as aforesaid all the stipulations and conditions contained in the Principal Agreement shall continue to remain in full force as if the same had been executed by the parties of the Third Part.

IN WITNESS WHEREOF the Maharashtra Industrial Development Corporation hath caused Shri A. B. Rahate the Area Manager, Maharashtra Industrial Development Corporation, to set his and affix his Official Seal hereto on his behalf the Licensees have set their hands hereto and the Parties of the Third part have set their respective hands thereto the day and year first above written:



[Handwritten signature]

[Handwritten signature]

THE SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land known as plot No.B-31 in the Ambernath Industrial Area, within the village Limits of KANSAI, Taluka and Registration Sub district Ulhasnagar, District and Registration District Thana, containing by admeasurement 5076 square meters or thereabouts and bounded as follows, that is to say -

- On or towards the North by - Kalyan Badlapur Road
- On or towards the South by - Plot No.B-32
- On or towards the East by - Plot No.-15 & MIDC Land.
- On or towards the West by - Plot No.-29 & MIDC Land.

SIGNED SEALED AND DELIVERED BY

Shri *A. B. Rahate*

the Area Manager

Maharashtra Industrial Development Corporation, in the presence of -

- (1) P.D.Tawde *P.D.Tawde*
- (2) Mrs. A.J. Talekar *A.J. Talekar*

X
X
X
X
X
X
X



(A. B. RAHATE)
Area Manager.

Maharashtra Industrial Development Corporation.

SIGNED AND DELIVERED by

Sarvashri. Mohan Niranjandas Punjabi & Mulchand K.Nardhany partners of

M/s.Damodar Paper & Board Mills the

within named Licensees in the presence of -

- (1) Shripad Yadav
- (2) Hukunotlal Vinjani

X
X
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X



THE COMMON SEAL of the above Co.

M/s.Konark ~~Cont~~ Containers & Allied

Industries Pvt.Ltd. was pursuant to

Resolution of the Board of Directors Passed

in that behalf on the ^{19th} day of

..... ^{June} 1983, affixed hereto in

the presence of -

- (1) *Shri Kandan J. Wadgaonkar*
- (2)

X
X
X
X
X

Director /Directors of the Company who in

token of having affixed the Seal of the

Company, have set his/their respective

hand/hands hereto in the presence of -

- (1) *[Signature]*
- (2) *[Signature]*

X
X
X
X
X

Konark Containers & Allied Industries Pvt. Ltd.

[Signature]

Director