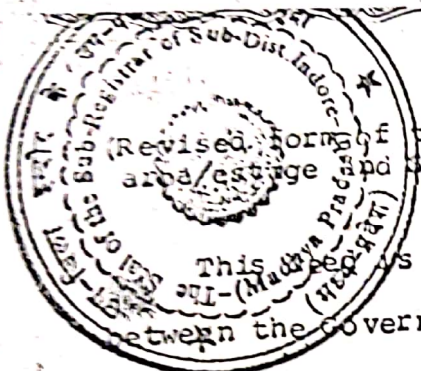


रसीद नं.	इस्ताबेज की जवाबदारी व जिम्मा या इस्ताबेज की कारोब या किरम की मुहताज लिखाका लिखा गया हो किन्तु बाबत फीस दाखिल हुई हो उसके जरूर लिखी हुई इस्ताबत	तादात फीस (यगर हो तो) दाखल पुरा	रजिद्री के मोहमेवार के छोटे बस्ताबत
1	2	3	4

Chaitan  
955



वारीय 8.8.95 उप-प्रियक



SCHEDULE - VI

of the lease deed common for both land is Industrial area/estate (Registered in Industrial Estate).

This is made on this 7th day of August, 1995 between the Governor of Madhya Pradesh acting through General Manager, District Industries Centre, Indore ( here is after called the lessor' which expression shall where the context to admits include his successor in office) of the one part and M/S Sanyo Foam Industries in tehsil Indore of District Indore acting through Partners (1) Shri Anil Bhatewara S/o Kundanlalji Bhatewara and (2) Shri Dilip Bhatewara S/o Kundanlalji Bhatewara both r/o 584 Sneh Nagar, Indore Registered Office at Shop No. A-23, Navlakha Complex, Indore ( ( hereinafter called the 'Lessee' which expression shall, where the context so admits, include its successors and permitted assigns) of the other part.

Where as upon the request of the lessee, the lessor has agreed to grant to the lessee, subject to the terms and conditions hereinafter specified, a lease of the piece of a land in the Industrial Area at Rao Plot No. 427 comprising of an area measuring approximately 559, sq. meter or 6015, sq. feet or there about, situated in the village Rao of Tehsil Indore of the Indore District.

Old Lease Paper No. 31867  
P.S. 41/42

*[Signature]*  
General Manager.

District Industries Centre, INDORE

*[Signature]*  
Partner

*[Signature]*  
Partner - 2.

Partner - 2.





- 2 -

hereto annexed and thereon coloured red ( hereinafter referred to "the said land" ) for a term of THIRTY years commencing from 1995 and ending on 2025 for the purpose of construction and establishing thereon a factory for the manufacture of Rubber Foam mattresses, Pillows cushions, Automobile sheets Rubber Bends, Ballons & Gloves all type of Rubber products granite slab Tiles, Rough Blocks and purpose ancillary thereto ( hereinafter referred to as the said business ).

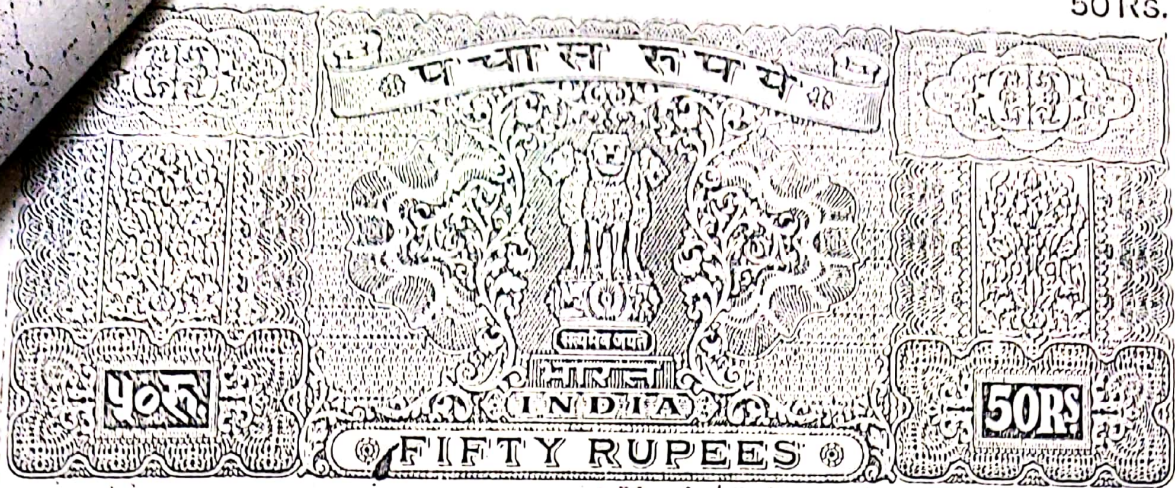
And whereas the lessee has agreed to take the lease on the said terms and conditions.

Now therefore this deed witnesseth and it is hereby agreed and declared as follows :-

1. In consideration of the premium and rent ( for Land ) herein reserved and the covenants on the part of the lessee herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land to hold the same for the purpose of Rubber Foam, Mattresses, pillows, cushions, Automobile sheets, Rubber Bends, Bellons, gloves all type rubber products granite slab Tiles, Rough blocks for a period of 30 years commencing on the date on which the possession of said land is handed over to the lessee, as per

General Manager, registered Sale Deed No. 203B dated 17/2/95.  
 Bistt. Industries Centre, INDORE  
 Bistt. Industries Centre, INDORE.

For Sanyo Foam Industries,  
*[Signature]*  
 Partner  
 For Sanyo Foam Industries,  
*[Signature]*  
 Partner  
 Contd. 3



- 3 -

- (2) The lessee having paid to the lessor for the said land the advance rent of Rs. 154-00 and premium of Rs. 15373-00 only as prescribed under Rule 10 of the Madhya Pradesh Industries (Allotment of sheds, plots and land) Rules, 1974 (hereinafter referred to as the said rules) for the said land three years Rent Rs. 462-00 As security deposit within thirty days before of the execution of this deed.

For Sanyo Foam Industries,

*A. Chatterjee*

Thereafter, during the terms of the lease the lessee

Partner will pay to the lessor the annual ground rent of Rs. 154-00

(Rupees One Hundred fifty four only) and such other sums as

For Sanyo Foam Industries,

*A. Chatterjee*

may be determined in accordance with clause 3 hereunder on

Partner or before 10th day of January of each year in the office of the

General Manager of such place or places as the General Manager

from time to time may direct.

- (3) If the yearly rent of the land or any part thereof is not paid within one month after the date prescribed by Industries Commissioner the same will have to be deposited with interest % 18% per annum for the first one year/12 months of such default and @ 24% per annum for the remaining period thereafter.

- (4) The ground rent of Rs. 154-00 per annum shall be liable to be increased on the expiry of 10 years from the date of execution

of this deed and also at subsequent intervals of 10 years,

Partner provided that the increase on each occasion may not exceed

*A. Chatterjee*

Partner

*A. Chatterjee*

Partner

4.



one quarter of the rent fixed for the preceeding 10 years.

- (5) The lease shall from time to time and at all times during the term of th lease pay and discharge except as aforesaid, all taxes, rates assessments and other charges and outgoing which are or may at any time hereafter during the said terms be assessed, charged or imposed upon the said land whether on land lord or on the tenant.

Sanyo Foam Industries,

*Pr. Bhatnagar*

- (6) ~~Part~~ lessee hereby agrees that he shall within a period of one year, in the case of small scale industry, and within a period of three years, in the case of large and medium scale industry,

Sanyo Foam Industries,

*Pr. Bhatnagar*

~~Further~~ from the date of his taking over possession of the land implement the project and go into production.

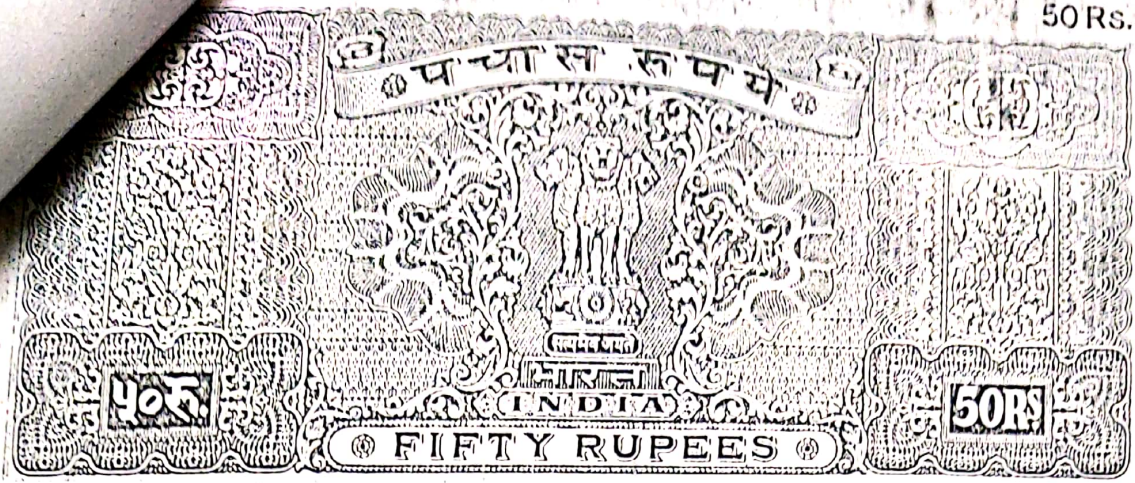
- (7) The lessee hereby agrees that he shall utilize the complete land leased out to him hereunder for implementation of the project or for its expansion within a period of three years in case of SSI and five years in case of Medium & large Scale industries for the above said purposes.

- (8) The lessee further agrees that if he is unable to utilise the complete land lease out to him within the period prescribed in clause 6 or 7 the lessors shall have the right of re-entry in the surplus unutilised land without payment of any sort or compensation after giving the opportunity for representing his case

Manager,  
Industries Centre, INDORE

*Pr. Bhatnagar*

*Pr. Bhatnagar*



(9) The lessee shall submit to the lessor or any officer authorised by him in writing from time to time, the plans and specifications for the said construction which shall be in accordance with the plans and specifications as may be approved by the lessor.

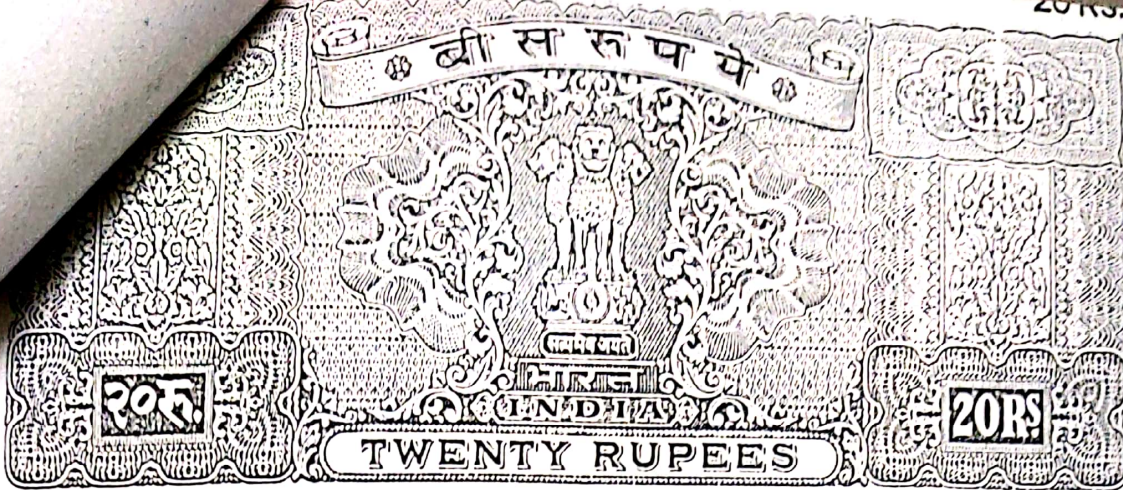
(10) The lessee shall use said premises, land and building structures and works, erected or constructed thereon only for the purpose of the said business of manufacturing Rubber Foam, Mattresses, Pillows, Cushions, Automobile sheets, Rubber Bands, Ballons, gloves All type of rubber products granite slab Tiles, Rough blocks. and other allied products as mentioned in project report/provisional registration for construction of offices, administrative building, godowns and shall not use the same or any other part thereof or permit it or any other part thereof to be used for any other purpose without the previous permission in writing of the lessor.

(11) The lessee shall, at his own expenses forthwith erect and at all times maintain, repair and keep in good condition all boundary marks and pillars alongwith the boundaries of the said land according to the demarcation shown in the plan hereto annexed.

*R. S. ...*  
General Manager,  
B.I.S.T. Industries Centre, INDORE

*[Signature]*  
Partner

*[Signature]*  
Partner



- 6 -

(12) The lessee shall keep the said premises, land and building erected there on in a condition fit for habitation and at his own expenses the effluent treatment systems as prescribed by the M.P. pollution control Board or the local authority concerned.

(13) This clause is not applicable.

(14) This clause is not applicable.

(15) The lessee shall not sublet, assign or otherwise transfer the said premises/ land or any part thereof or any building constructed thereon for any purpose, whatsoever, except as provided in rule 19 of the said rule.

For Sanyo Foam Industries,  
*A. Bhatnagar*  
Partner

For Sanyo Foam Industries,  
*J. J. J.*  
Partner  
(16)

The lessee shall not change the constitution of ownership of the unit without the prior permission of the Allotting Authority in writing. If due to the change in the constitution the share of the original allottee has reduced to less than 50% share than it will be deemed to be taken that unit has been transferred to some other hand and accordingly the case of transfer shall be dealt with by the lessor.

The lessee shall plant at least fifty trees per hectare of land allotted to him at his own cost

*R. D. J.* (17)  
General Manager,  
Dist. Industries Centre, INDORE

*A. Bhatnagar* Partner  
*J. J. J.* Partner  
7



and shall be liable to maintain them. The lessee shall not be entitled to recovery any expenses on this account. Failure to comply with this condition shall be deemed as a breach of the condition of allotment of the said premises.

(18) The lessee shall not carry on any offensive trade or business on the said land. The decision of the allotting Authority with regard to what is offensive trade or business shall be final and binding on lessee.

(19) or Sanyo Foam Industries,  
*P. K. Bhatnagar*  
Partner

While using the said land if the lessee cause any harm or injury to any person, he shall be liable to pay compensation or damages in the same manner as a tenant of land/building is general liable to pay.

or Sanyo Foam Industries,  
*T. S. ...*  
(20) Partner,

This clause is not applicable.

(21)

This clause is not applicable.

(22)

The lessee shall comply with all acts, rules and regulations in force from time to time in respect of the working of the industry for manufacture of Rubber Foam, ~~and~~ mattresses, Pillows, cushions, Automobile sheets, Rubber Bands, Ballons, gloves all type of rubber products granite slab Tiles, Rough Blocks, closure of the factory for a continuous period exceeding six months without proper reasons to the satisfaction of the Allotting

*The lessee shall continuously run cleaning (etc) period of lease. The factory for whole of land & premises is allotted.*

General Manager,  
Distt. Industries Centre, INDORE  
General Manager,  
Distt. Industries Centre, INDORE

Authority be considered as a breach of this condition.  
*P. K. Bhatnagar* *T. S. ...*

03 prop



The lessee shall continuously run, during the period of lease the factory, for which the land is allotted.

*D. S. Rao*

- (24) The lessee shall during the said term keep the said land/ premises in a reasonably good condition.
- (25) This clause is not applicable.
- (26) This clause is not applicable.
- (27) On the expiry of the lease period or termination of the lease due to breach of the conditions of the lease deed or surrender of land after the execution of lease deed, the lessor, shall have the right of re-entry over the land/premises. On such re-entry, the lessor may refund to the lessee the premium/cost of acquisition paid by the lessee at the time the land was allotted/ leased out to the lessee in the following manner :-

- (i) Full premium if surrender of allotted/leased land occurs with in one year and three years, in respect of small scale industry, and large and medium industry, respectively.
- (ii) 10% less, if surrender of allotted/leased out land occurs after one year but within two years, and after three years, but within four years in respect of small scale industry, and large and medium industry respectively.
- (iii) 20% less if surrender of allotted/leased out land occurs after two years but within three years, and after four years but within five years in respect of small scale industry, and large/medium industry respectively.

(iv) No refund of premium shall be permissible to unit not falling under category (i) (ii) and (iii) above.

(28) On termination/surrender of lease, the lessee shall be given an opportunity to transfer or otherwise dispose off the building, plant and machinery and any other construction on the said premises within the period of 3 months in a manner

*[Signature]*  
General Manager,  
Distt. Industries Centre, INDORE.

For Sanyo Foam Industries, For Sanyo Foam Industries, 9..

...lessor. After the said 3 month period the lessor shall have the full right on all the property left over in the said premises without payment of any compensation and will be free to dispose it off accordingly.

- (29)
- (30)

This clause is not applicable.  
The lessor may at his discretion, if the lessee shall have duly paid the rent hereby reserved and observed and formed the conditions herein contained at the request and cost of lessee, renew the lease for a further period of FIVE YEARS.

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions herein contained as shall be applicable and such other conditions as may be thought necessary by the lessor.

- (31)
- (32)

Lessee may surrender the leased area in part or whole by giving to the lessor, Three calendar months notice in writing of his intention to do so.

All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the lessee, subject to such relaxations as may be approved by the lessor in this behalf.

- (33)

It is FURTHER DECLARED THAT THE lessee shall deposit a sum of Rs. 462-00 (Rs. Four Hundred Sixty two only) as security in pursuance of clause 2 of this lease deed for the due payment of the rent and observance and performance by him of the several conditions herein contained,

- (34)

Upon breach or non-observance by lessee of any of the terms and conditions herein contained it shall be lawful for the lessor to forfeit the security deposit referred to in clause 33 above, without prejudice to any other right or remedy of the lessor in that behalf and to resume the possession of the said land/premises.

*[Handwritten signature]*

(35)

The security deposit unless forfeited as aforesaid and after deducting all such sums as may be due to and recoverable by the lessor under these presents, shall be returned to the lessee after determination of the lease by efflux of time or otherwise.

(36)

The lessee may file a representation if he is aggrieved by an order of the Allotting Authority as under :-

A representation may be filed before:-

(i)

The additional/Joint Director of the Industries, Zonal Industries office against an original order of the General Manager.

(ii)

The Industries commissioner against an original order of the Additional/Joint Director of Industries, Zonal Industries Office.

(iii)

The State Govt. in Commerce & Industry Department, against an original order of the Industries Commissioner. The decision given on such representation shall be final & no further representation will be entertained. However such a representation shall be made within Thirty (30) days of the receipt of an original order.

(37)

The lessee shall provide regular employment to Not applicable persons belonging to those families who have been dispossessed from their land due to its acquisition for the Industrial Area/ Estate/Growth Centre within one year of its going into production.

(38)

The list of persons entitled for consideration under this clause will be as provided by the District Collector.

(39)

The Industries Commissioner or any other officer to whom the powers of allotment have been delegated will also be competent to terminate the lease deed on behalf of the lessor.

(39)

All sums recoverable under this deed may be recovered as arrears of land revenue.

*[Signature]*  
General Manager,  
Sanyo Foam Industries

For Sanyo Foam Industries, For Sanyo Foam Industries,

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SCHEDULE

Name of Village : RAO  
Name of Tehsil : Indore  
Name of District : Indore.

Name of Industrial Area/Estate - Ind. Area RAO

Plot No. : 42  
Size : 13 x 43' = 559 sq. meters OR 6015 sq. feet  
Block No. : Nil  
Shed No. : Nil  
Covered Area : 750 sq. feet  
Open Space : 5265 sq. feet

As per registered Sale Deed No.2038 dt.17/2/95

Surrounded by

60' wide Road

Plot No. 43

Open Land

Plot No. 41

On the East

On the North

On the West

On the South

Above details shown in the Annexed plan.

In witness whereof the parties hereto have signed this deed on the date and year respectively mentioned against their signatures.

WITNESS :

- ..... *[Signature]*
- ..... *[Signature]*

- ..... *[Signature]*
- ..... *[Signature]*

*[Signature]*  
General Manager,  
State Industries Commission  
/General Manager, District Industries Centre on behalf of the Governor of M.P.

Date \_\_\_\_\_

Signature on behalf of  
M/S SANYO FOAM INDUSTRIES

For Sanyo Foam Industries, *[Signature]*  
Anil Bhatwara (Partner)  
for Sanyo Foam Industries, *[Signature]*  
Dilip Bhatwara (Partner)

Date \_\_\_\_\_

8 AUG 1995

100 को पुराना कर दिया

100 को पुराना कर दिया

100 को पुराना कर दिया

100 को पुराना कर दिया

100 को पुराना कर दिया



20/3

(141)

Handwritten signature

9/5/95

9/5/95

9/5/95

Handwritten signature

E  
S  
W  
←

SCALE - 1cm = 10m T.S. EXISTING

GARDEN

IND/AREA

PART LAY OUT PLAN OF

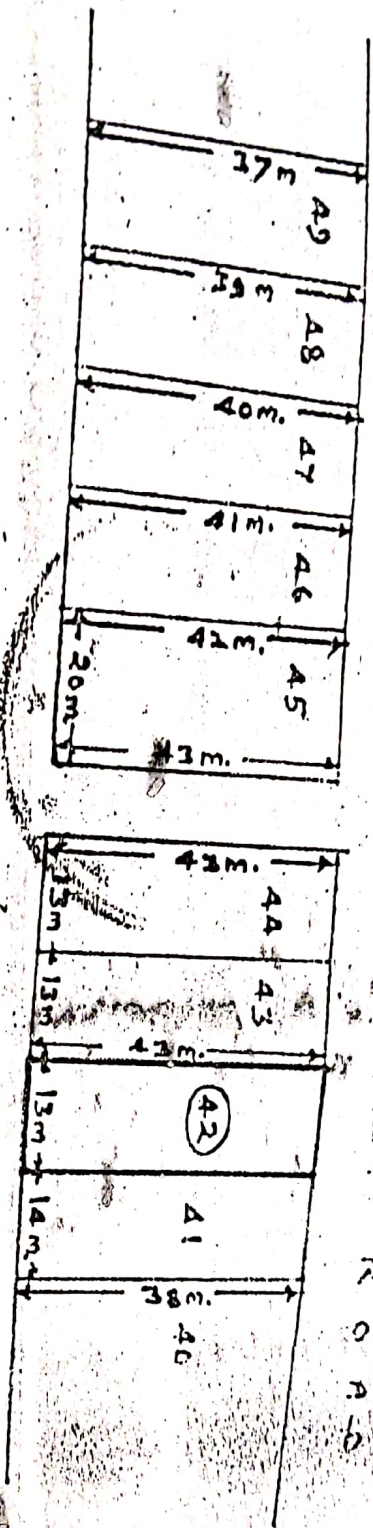
IND/AREA NO. (EXISTING)

ATTACHED TO EXISTING

IND/AREA, RAO.

DISTRICT: INDORE.

60 M I D E EXISTING IND/AREA ROAD



NOTE - RED MARKED PLOT NO.

42 MEASURING 13x43m. =

559 SQ. M.T.S. IS ALLOTTED

TO M/S. SANYO COM

INDUSTRIES

General Manager.

Industries, INDORE

GENERAL MANAGER.

C. INDORE.

For Sanyo Foam Industries,

For Sanyo Foam Industries,

SUB-ENGINEER

B.C. INDORE.

*A. J. Shukla*  
Rajinder

*(Signature)*  
Rajinder