

ORIGINAL
PLOT NO. 67
LEASE

RE SG
14 Jan 1972

14/12

Jost's Engineering Company Ltd

MIDC LEASE AGREEMENT

PP-93
Vol. 47 BR0.

Plan accompanied the
copy of document, 3584/72 at
page of Book
no. 1. 15 NOV 1972
Date

200
Supreme Court of Bombay
exercising the powers of
a Registrar except that of
hearing appeals

BOM. R 3584) 1972
Plan not to be proceeded



SCALE - 1 INCH TO 50 FEET

ESTATE ROAD

249'-0"

ESTATE ROAD

PLOT NO C-7

AREA - 8277 SQ. YDS.

280'-0"

PLOT NO C-8

307'-0"

ESTATE ROAD

B. K. Kherkar

Director.

A. S. Mehta

Secretary.

S. S. Dalvi

S. S. DALVI
Deputy Secretary

Maharashtra Industrial Development Corporation.

COPY
Banc 122
THE SOUTH INDIAN BANK
BOMBAY

NO. 2129/9323
GENERAL STAMP OFFICE
Bombay, 22-3-72 198

RECEIVED from M/s Jost's Eng. Co. Ltd.

Rupees (11900/-) Eleven thousand nine hundred only - Stamp duty

OBTAINED under the Indian Stamp Act, 1962 that the stamp duty of Rs. (11900/-) Eleven thousand nine hundred only.

Stamp duty is chargeable has been paid.

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1972

Extra copy

REGISTRATION
BOMBAY
SI

Collector

THIS LEASE Made at Bombay, the 3rd day of July

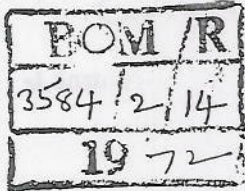
One Thousand Nine Hundred and Seventy-Two BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH III of 1962) and having its Principal Office at Orient House, Mangalore Street, Ballard Estate, Bombay-1, hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part and Messrs. Jost's Engineering Company Limited, a Company registered under the Indian Companies Act, 1913, and having its Registered Office at Great Social Building, Sir P. M. Road, Bombay-1, hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Other Part:

WHEREAS by an Agreement dated the 25th day of November 1961 and made between the Governor of Maharashtra of the One Part and the Lessee of the Other Part the Governor of Maharashtra agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereafter mentioned;

AND WHEREAS under and by virtue of the provisions contained in sub-section (3) of Section 13 of the Maharashtra Industrial Development Act, 1961 (MAH III of 1962) the said

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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 or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. 6,000 approximately per annum;

NOW THIS LEASE WITNESSETH as follows:

Description of land.

1. In consideration of the premises and of the sum of Rs. 1,00,200/- (Rupees One lakh, and two 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 hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as Plot No. C-7 in the Thana Industrial Area, within the village limits of Panchpakhadi, Taluka and Registration Sub-district Thana, District and Registration district Thana, containing by admeasurement 6,921 square metres i.e. 8,277 sq. yds. or thereabouts and more particularly described in the First Schedule hereunderwritten together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of ninety nine years computed from the first day of August 1961 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer")



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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 without any deductions whatsoever on or before the 1st day of January in each and every year.

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

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 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.

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

(d) 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 plan, hereto annexed.

(e) The Lessee having at its own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of the said Industrial Area (hereinafter referred to as "the Executive

Covenants by the Lessee.

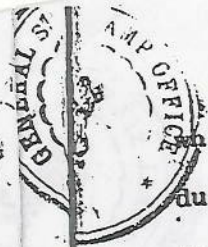
To pay rent.

To pay rates & taxes.

Not to excavate.

Not to erect beyond building line.

Access road.



To build as per agreement.

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

Plans to be submitted before building.

(g) 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.

To build according to rules.

(h) Both in the completion of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereof.

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Sanitation.

(i) To observe and conform to all rules, 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.

Alterations.

(j) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

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

To permit the Lessor or the Chief Executive Officer or To enter
 the Executive Engineer and the Officers, Surveyors, Workmen or and inspect
 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 written 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
 respects of the Lessee.

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

(n) To use the demised premises only for the purposes of a User.
 factory including offices, godowns, storage purposes other than
 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 or offensive by reason of emission of odour, liquid-
 effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

(o) To keep the buildings already erected or which may Insurance.
 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)

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 lay out 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 no such destruction or damage by fire, hurricane or otherwise had happened.

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OFFICE OF THE
EXECUTIVE ENGINEER
P.O. BOX 111

Delivery of possession after expiration.

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

Not to assign.

(q) 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.

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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.

Assignments to be registered with Lessor.

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(s) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are able-bodied and whose lands were acquired for the purpose of the said Industrial Area provided that in case of employment of skilled labour the persons to be given such preference are qualified and suitable.

To give preference in employment of labour.

(t) And in the event of the death of the permitted assign of the Lessee, being a natural 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.

Notice in case of death.

3. If and whenever any part of the rent hereby reserved shall be in arrear the same may be recovered from the Lessee as an arrear of land revenue under the Provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Recovery of rent as land revenue.

4. If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the premises.

Rent in arrear.

built or made. PROVIDED ALWAYS that except on non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of the Lessor's intention to enter and of the specific breach or breaches of covenant in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

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Lessor's covenant for peaceful enjoyment.

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 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 Thana 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 nine years on payment of premium as may be determined by the Lessor and with covenants, provisos and

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stipulations hereinbefore contained except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct and such new Lease shall contain in lieu of this clause a covenant that at the end of the said renewed term of ninety nine years the Lessor shall at the like cost and expense grant to the Lessee further renewals and that every such renewal shall be for such term and subject to such covenants, conditions and stipulations as the Lessor shall determine.

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

Marginal notes.

IN WITNESS WHEREOF Shri Shreeram Sadashiv Dalvi, the Deputy Secretary 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 thereto the day and year first abovementioned.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as Plot No.C-7 in the Thana Industrial Area within the village limits of Panchpakhadi, Taluka and Registration Sub-district Thana, District and Registration District Thana, containing by admeasurement 6921 square metres i.e. 8277 sq. yds. or thereabout and bounded by red coloured boundary lines on the plan annexed hereto, that is to say -

- On or towards the North by Estate Road & Plot No.C-8,
- On or towards the South by Estate Road,
- On or towards the East by Estate Road,
- On or towards the West by Estate Road.

SECOND SCHEDULE

(Building Regulations)

1. The total built up area shall not be more than a half of



2. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.

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

4. 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.

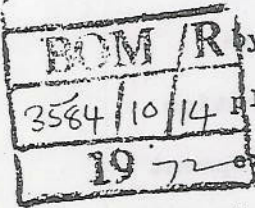
5. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark, the Officer authorised by the Lessor shall allocate this obligation suitably.

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

7. 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 8' - 0" to 1 inch;
- (ii) Half inch details when required;
- (iii) Block plan drawn to a scale of 40' - 0" to 1 inch showing the lay-out with the proposed building shown coloured red therein.
- (iv) Any other details or particulars required by the Lessor.

The abovementioned drawings and specifications shall be submitted in triplicate.



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THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no obnoxious odours or fumes and which do not produce noxious odour or fumes in the compounding or manufacturing thereof.
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, Tallows, grease or lard refining or manufacture.
13. Garbage, offal or dead animals reduction, dumping or incineration.
14. Stock-yard or slaughter of animals or fowls.
15. Tallow, grease or lard manufacture.
16. Paper and paper products.
17. Charcoal.
18. Manufacture of Viscose Rayon.
19. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

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SIGNED, SEALED AND DELIVERED BY
Shri Shreeram Sadashiv Dalvi,
the Deputy Secretary, of the
withinnamed Maharashtra Industrial
Development Corporation, in the
presence of -

1. M. C. Patel
(M. C. PATEL)
2. M. Pawar
(V. K. PAWAR)

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The Common Seal of the abovenamed
Lessee - M/s. Jost's Engineering
Company Limited, was, pursuant to
a Resolution of its Board of
Directors passed in that behalf
on the 7th day of February 1972
affixed hereto, in the presence of -

1. Shri B. H. Reporter, Director
2. Shri S. A. Golwala, Secretary



B. H. Reporter
Director.

S. A. Golwala
Secretary.



S. S. Dalvi
S. S. DALVI
Deputy Secretary
Maharashtra Industrial Development Corporation.

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Serial No. 3584

Presented at the office of the
Sub-Registrar of Bombay

between the hours of 11A M.
and 12 Noon on the 12th July
1972

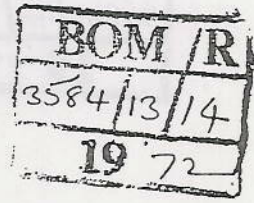
Received fees for :-

Registration	Rs. 413-00
Stamp duty	14-00
(Pages 14)	15-00
Extra stamp duty	10-50
Copy S. 67	1-00
Memo	3-05
Postage	
Total Rs.	456-55

[Signature]
Sub-Registrar



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



Mr. Shrivastav Ardesher Golvalia ^{Secretary}
of M/s Jost's Engineering Coy LTO Dabo
as (Constituted Attorney of M/s Jost's Engineering Coy. LTO
executing party, by

Special Power of Attorney filed to day,
General Power of Attorney, copy filed at No. 1593
of 1965), 52 Indian Service, rendering at Taverne

Rs. 275-L. B. 44-7, admits execution by the
above executant. or the so called deed to lease
He also identifies the seal of the said Coy

[Signature]

Shri D. A. Pereira clerk to M's Crawford Bayley & Co.
Solicitors, Bandra, Bombay-50, and known to the
Sub-Registrar states that he knows the above
executant / constituted attorney / and identifies
him / her / them -

Dated 12-7-1972

[Signature]
Sub-Registrar

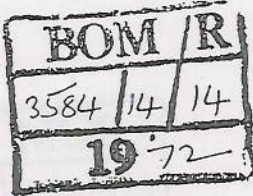
Sri S. S. Dalvi Deputy Secy
Maharashtra Industrial Development
Corporation


executing party _____ is
exempt from personal appearance under
S. 38 of the Indian Registration Act, 1908
(XVI of 1908). His signature and seal

known
are _____
identified by _____

_____ to the
who is personally known to the
undersigned Sub-Registrar.

Date 12-7-1972




Sub-Registrar,



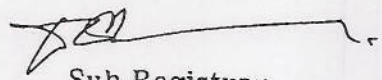
Registered No. 3584/72 of Book No. I

Date 15 NOV 1972 Sub-Registrar,
Bombay

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

One duplicate presented along with
this deed under Serial no. 3585/72
is certified under this registered
number.

15 NOV 1972


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

