Addl: Nachik Industrial Area
village: - Ambad. Tal. & Dist - Nashik

Scale: - 1CM= 10 Mtrs.



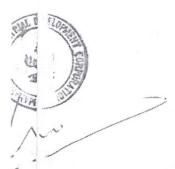
R	0 A	D
P. No. F-37	25.0 P. No. 0 F-36 0 1000.0 m ² 25.0	
P. No. F-8	OPen SPac	

SURVEYOR

R/gional Officer, M. J.D. C. Nasik - 422 007

For Superplus Fabtez Pot. Ltd.





of September One thousand nine hundred and ninety three BETWEEN MAHARASHTRA INDUSTRIAL DEVILOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH. III of 1962) and having its Principal Office at Orient House, Adi Maraban Path, 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: A N D MESSRS SUPERPLUS FASTEX PRIVATE LIMITED, through its Director

Shri Pradeep Romchandra Vedulkar, Flat No-7,
Apurva Co-op. Hsg. Society, Mahamma Nagar,
Nashik-422 007, 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.

day of November 1992 and made between the Lessor of the One Part and the Lessee of the Other

Part the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter darticularly described in the memner hereinafter mentioned;

construction of the factory building and other structures agreed to be constructed by the Lessee on the said land is still in progress the Lessee has requested the Lesser to grant to the Lessee a Lease of the said land which the Lessor has agreed to do on the Lessee undertaking to complete the said factory building and other structures on or before the 6th day of November 1995 in all respects

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Haharashtra Industrial Development Corporation,
Incharge 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
Levelopment Corporation, may be assigned):

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.2,000/~ approximately per annum.

NOW THIS LEASE WITNESSETT as follows:

1. In consideration of the premises and of the sum of Rs,80,000/- (Rupees Eighty thousand 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 unso the Lessee all that piece of land known as Plot No. F-36 in the Additional Washik Industrial Area, within the village limits of Ambad and within the limit of Washik Municipal Corporation, Taluka and

Description of Land.

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Registration Sub-District Nashik, District and Registration District Nashik, containing by admeasurement 1000 square metres or the reabouts and more particularly described in the First Schedule he reunderwritten and shown surrounded by a red coldwied boundary line on the plan samewed hereto together with the buildings and exections now or at any time hereinefter stending and being the reon AND TOGETHER with all rights, essements 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 Five years computed from the first day of Nov. 1992 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term undo the Lessor at the Office of the Chief Executive Officer of the Leggor (hereinefter 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



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Industrial Development Corporation, may be assigned) or as otherwise required the yearly ment 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.

The League with intent to bind all persons into whose seever hands the damised premises may come doth hereby covenant with the Lessor as follows:-

Covenants by the Lessee.

During the said term hereby created to pay unto the Lessor the said tent at the time on the days and in makes hereinbefore applinted for payment thereof clease of all deductions.

To pay rent.

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 occuper in respect of the demised premises and emything for the time being thereon,

To pay rates and taxes.

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

fees or service charges,

0006/-

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Completion of factory building.

or Rules framed the reunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs.250/- approximately per annum.

a) That the Lessee Ashall on or before the 6th day of November 1998 at its own expense and in substantial and workmanlike mammar and in strict accordance with the plens, elevations, details and specifications approved by the Executive Engineer, incharge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunderwritten build and completely finish fit for occupation to the satisfaction of the Executive Engineer the said Building and other structures thereon on at least 160 square metres of plot area for the use as an industrial factory with all requisite drains and proper conveniences thereto and shall obtain from the Executive Engineer a Building Completion Certificate to that effect,

Planting of trees in the periphery of the plot.

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within a period of one year from the date hereof plant trees in the periphery of the plot 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 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

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.

structure except a compound wall and steps and garages and necessary adjuncts thereto as hereinefter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

Not to erect beyond building line.

Not to excavate.

constructed an access road leading from the main road to the demised premises delineated on the plan hereto ennexed 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 (herein-

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

after 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).

provisions of the Water (Prevention and Control of Pealution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the rules made thereunder as also with any condition which may, from time to time be imposed by the Maharashtra Pollution Control Board. Constituted under the said Acts as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

To build as per Agreement.

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this demise to exect any building, exection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the Second Schedule hereto.

hereafter shall be commenced unless the until
specifications, plans, elevations, sections
and details thereof shall have been previously
submitted by the Lessee in triplicate for
scrutiny of and consent in writing by the
Executive Engineer, and after approval for the
same is obtained from the Local Authority/
Planning Authority and also a No Objection

Certificate shall have been obtained from the

in the said Building Regulations.

Maherashtra Pollution Control Board as provided

Plans to be submitted before building.

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 mamended by the Municipality
or any Local Authority in respect of the said
works or of anything done under the authority
herein contained.

m) The Lessee shall at its own costs and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during constructions.

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To build according to rules.

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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 satutory regulations as may be in force for the time being relating in any way to the demised premises and any building the recen.

Sanitation.

To observe and conform to all rules, 0) 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 senitation in force for the time thabeing and to provide sufficient letrine 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

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shall comply strictly with the terms thereof.

p) That no alterations or additions shall Atterations.

at any time be made to the facade or

elevation of any building or erection exected

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 hereunderwritten.

compound walls and fences thereunto belonging

To repair

Lessee's empense 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.

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

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To enter

inspect.

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 in writing 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.

s) Not to to do permit enything to be come on the demised premises which may be nuiseace, ennoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

User.

the purpose of a factory Bes not for the purpose of a factory for any of the obnoxious industries specified in the amnexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for 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 proptitude for the purpose of preventing any air

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pollution by reason of any such emission of odour, liquid-effluvia, dust, smake, gas or otherwise howsoever.

In surance.

To keep the buildings already exected u) or which may be reafter be exected 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 plinth) 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 insurence and the current year's receipt for the premium AND ALSO as often as any of the buildings which ere 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 like or hurricane or otherwise the Lessee will reinstate and repair the

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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.

pelivery of possession after expiration

At the expiration of somer determination of the said term quietly to deliver-up to the Lessor tog the demised premises and all exections and buildings then standing or being thereen PLCVIDED always that the Lessee shall be at liberty if it shall have paid the ment 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 buiddings, exections 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.

w) Not to assign, underlet 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 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 metres and bounds or otherwise to alter the nature of this present demise.

x) If the Lessee shall sell assign or part Assignments with the demised premises for the then residue of the said term to deliver at the Lessees' expense within twenty days after every such assignment or assurance shall have been duly registered with under the Indian Registration Act, or other emending 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

registered with the Lessor.

To give preference

in employment of

y) In employing skilled and unskilled labour, the Lesgee shall give first preference to the persons who are ablebodied and whose lands are acquired for the

shall from time to time require.

Labour. pupose of the said Industrial Area.

And in the event of the death of any Notice in case of death.

the Lessee being a nutural 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. hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee as an arrear of Land Revenue under the provisions of the Maharashtra Land Revenue Colde, 1966 (XLL of 1966).

Rent, lees etc. in arress. 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 legally demanded

or not or if and whenever there shall be a

breach of any of the covenants by the

Lesses hereimbefore contained the Lessor

may remember 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 ebsolutely

cease and deterine and in that case no

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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 rementry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shell 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 resentry 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.

(b) (i) without prejudic 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 esseence of the contract) or shall not proceed

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with the works with due deligence of if the Lessee shall mommit default in payment to the Lessor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on its pert herein contained then the Leage shall determine and all erections, and material 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 compensation or allowance to the Lesgee for the same without making any payment to the Lessee for resund or repayment of the premium aforesaid or eny part thereof but withouthha prejudice nevertheless to all other legal rights and zemedies of the Lessor against the Lessee.

prejudice to sub-clause (i) above the
Lessor may permit the Lessee to continue
the demised premises in the Lessee's
eccupation of perment of such additional
premium as may be decided upon by the
Lessor or and:

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(iii) in the alternative but without prejudice to sub-clauses (1) and (11) the Lessor may direct removal or alteration of any building or structure erected or used contrar, to the condition of the grant within time prescribed in that behalf such removal or alteration not being carried out and recover the cost of carrying out the swink seme from the Lesgee as an arrears of land revenue.

(c) All building material and plant which shall have been brought upon the dend sed premises by or for the Lesses for the purpose of erecting such building as eforesaid shall be considered as immediately attached to the demised premises and no part thereof sother than defective or improper material (removed for the purpose of being replaced by proper meterial) 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.

the Lesses that the Lesses paying the rent hereby reserved and performing the covenants hereinbefore on the Lesses's part contained shall and may peaceably enjoy the demised premises for the said

5. The Lessor doth hereby covenant with Lessor's peaceful enjoyment.

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Alteration of Estate Rules.

Renewal of Lease. or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Industrial Area and the Building and other
Regulations and covenants relating there to
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.

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 destious 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 expenses in every respect of the Lessee grant to the Lesses a new lease of the demised premises for a further term of Ninety live years on payment of premium as may be determined

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by the Lessor end with covenants, provisos and stipulations hereimbefore 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. The stamp duty and registration charges Costs and in respect of the preparation and execution of this Lease and its duplicate including the costs, chartes and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

charges to be borne by the Lessee.

9. The marginally 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 SUBHASH LAXMAN TARU, the Regional Officer of the Maharashtra Industrial Development Corporation has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affiged 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 abovewritten.

FIRST SCHEDULE

(Deweription of Land)

as Plot No. 1-36 in the Additional Nashik

Industrial Area, within the village limits

of Mushik Ambad and within the limits of

Nashik Municipal Comporation, Taluka and

Registration sub-district Nashik, District

and Registration District Nashik, containing

by admeasurement 1999 square metres or

theresbouts and bounded by red coloured

boundary line on the plan amnexed hereto,

that is to say:

On or towards the North by : Poed,

On or towards the South by : Open Space,

On or towards the East by : Plot No. I-37,

On or towards the West by : Plot No. F-35.

SECOND SCHEDULE

(Building Regulations)

the Plots in Industrial Area.

- Council
 Municipal/or the Building Regulations of the
 respective Local Authority/Planning Authority
 as amended from time to time will be Building
 Regulations applicable for development of
- 2. Periphery of the Plot shall be utilized for the purpose of planting trees. At least one tree shall be planted per 200 square

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metres and one tree at a distance of 15 metres on the frontage of eroad or part thereof but within the demised premises.

- 3. The Leggee shall not use the land for any purpose except as a factory for manufacture.

 It shall not be used for obnexious Industries a list whereof is attached.
- Certificate from the Department of Environment/
 Meharashtra Follution Central Board constituted
 under the Water (Prevention and control of
 pollution) Act, 1974 and Air (Prevention and
 Control of Follution) Act, 1981 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 Department/
 Board for the purpose of preventing any water
 or Air Pollution and shall not communes any
 construction on the said plot mandax before
 chitaining such No Objection Certificate.
- unless the plans, elevations and sections have been approved by the Local Authority/Flanning Authority and previous consent in writing from the Executive Engineer is obtained and no additions or elteralons to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous

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approval of the said Local Authority/
Plenning Authority and previous consent
in writing from the Executive Engineer
is obtained.

- 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.
- 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 Chnomious Industries)

- neterials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no nomious odours or fumes and which do not produce moxious odours of times in the compounding or or manufacturing the reof.
- sulphurous, sulphuric, picric, nitric,
 hydrochloric or seid manufacture or their

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use or storage, except as accessory to a permitted industry.

- 3. Ammonia Manufacture.
- Incineration, reduction or dumping of offal, dead animal, garbage or refuse on a commercial basis.
- 5. Tar distillation or manufacture.
- 6. Cement menufacture.
- 7. Chlorine manufacture.
- 8. Bleaching powder manufacture.
- 9. Geletine or glue manufacture or processes involving recovery from fish or animal offal.
- 10. Manufacture or storage of explosives or fire-works.
- 11. Fet rendering.
- 12. Fat, Callows, grease or lard refining or manufacturing.
- 13. Manufacture of emplosives or inflammable products or pyromylin.
- 14. Pyroxylin manufacture.
- 15. Dye-Stuff and pigment manufacture.
- 16. Turpentine, paints, varnish or size menufacture or refining.
- 17. Garbage, offal or dead animals reductions, dumping or incineration.
- 18. Stock-yard or slaughter of animals or fowls.
- 19. Tallow, greese or lard manufacture.

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20. Temning curing or storage of raw hides or skins.

21 . Wool pulling or scouzing.

22. Yeast plent.

23. Paper and paper products.

24. Charcoal.

25. Manufacture of Viscose Rayon.

26. In general those uses which may be obnomious or offensive by reason of emission or odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-

BY SHRI SUBHASH LAXMAN

TARU, the Regional Officer,

of the withinnemed

Maharashtra Industrial

Development Componition,

in the presence off-----

1. D. B. Balapirear Bilit

2. S. S Parchale Parchale

M. I. D. C. Nashik-7

The Common Scal of the abovenemed Lesgee MESSRS SUPERPLUS FABITEX PRIVATE RESERVED LIFITED WES, pursuant to a Resolution of its Board of Directors Fer Superplus Fabtex Pot. Ltd. passed in that behalf on the 10th day of Sept 1993 affiend hereto in the presence of shri P. R. Vadulekan and Director/s and Shri of the Company who, in token of having the affixed the Company's Seal hereto, has set his hand/ have set their respective) hands hereto, in the presence of:----

2. Process shatered 2 hutil

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