

(R) (0030)(02K103)(02)(02)(01)(01)

कोषागार साकेतांक
उपकोषागार चलन क्र.

यमुना म. को. नि. ६
(निचम १२२ पाल) ICR 108
चलन क्रमांक

Gen. 26-M
D. D. O. 1075

नॉटणी महानिरिक्षक व मुद्रांक नियंत्रक
Adj Case No. THANE

या टिकाणी कोषागार/उपकोषागारत भरण्यात आलेल्या रोटा रकमेचे बलन
पुढ प्रत / दुसरी प्रत / विसरी प्रत

भरणा करणान्यानें भरवयाचे

कोषागार/उपकोषागार/भारतीय रिझर्व बँकेने भारतीय स्टेट बँकेने भरवयाचे

जिव्यावतीने रकम भरण्यात आली आहे
श्री. यु. म. डे. महानिरीक्षक
विजय जे. भूषण प्रमोद
आक ५११६

रकम निवडली. 6,33,130/-
रुपये (आकड्यात) Six Lacs thirty three thousand one hundred thirty
J-288025543

भरणा करण्यासंबंधीच्या प्राधिकारपत्राचा तपशील आणि भरणा करण्याचा उद्देश
अभिनिर्णय दातचे
मुद्रांक शुल्क E339301
भरणा केलेली रक्कम (अक्षराने) 6,33,130/-
(अक्षरी) रुपये 6,33,130/-

कोषागार : J-288025543
लेखापाल : Account STAFF IDENTITY
Number 11208887610748
SBI (1319)
कोषागार/उपकोषागार अधिकारी :
दंडिका रकम भरण्यासाठी STATE TAX CLG
RECEIPT NUMBER 11208876016M
SBI TDC (4319)

भरणा करणान्यानें भरवयाचे
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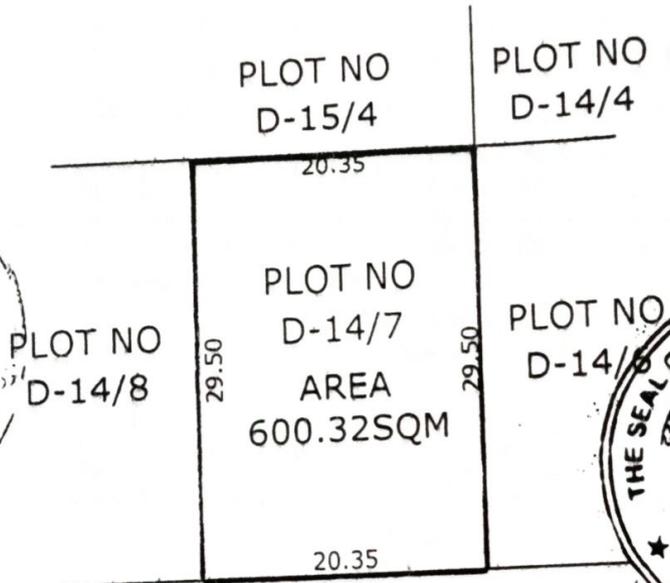
Date of Receipt 22 MAY 2012

22 MAY 2012

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TRANS THANE CREEK INDUSTRIAL AREA.
 VILLAGE- BONSARI, TALUKA & DISTRICT - THANE.

SCALE= 1CM=5.00 MTRS.



ROAD R/W=13.70 M.

[Handwritten Signature]

SURVEYOR
 M.I.D.C., R/O MAHAPE.

For CHEMICAL & ALKALI INDUSTRIAL
 & WAREHOUSING CO-OP. SOCIETY LTD.

[Handwritten Signature]
 Director

[Handwritten Signature]
 Manager

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CERTIFICATE

U/S 32 (1) (b) of the Bombay Stamp Act 1958
Office of the Collector of Stamps, Thane (City)
Case No. Adj. 209/2012 Received Adj Fee Rs. 100/-
Vide Challan/Receipt No. 2989230 Date 20/13/2002

Received from Shri. Yash K Mehta and Shri Viraj J Mehta promoters of pvt Ltd.
Residing at Mumbai
Stamp duty of Rs. 633030/- (i.e. Six lakh thirty three thousand thirty only.)
vide challan No. 548 Dated 23/5/2002

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Certified under section 32 (1) (b) of the Bombay Stamp Act 1958 that the full duty of Rs. 633030/- with which this instrument is chargeable has been paid vide article No. 36, 35, 52 of schedule I of Bombay Stamp Act 1958

This Certificate is subject to the provision of Section 63 (A) of Bombay Stamp Act 1958.

MV-12654500/-

Place: Thane
Date: 30/5/2002

[Signature]
Collector of Stamps
Thane (City)

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SUB - LEASE

THIS SUB-LEASE made at Mumbai this 24th day of July in the year Two Thousand 2012 BETWEEN **CHEMICAL AND ALKALI INDUSTRIAL AND WAREHOUSING CO-OP. SOCIETY LIMITED**, a society registered under the Maharashtra Co-operative Societies Act, 1960 and having its registered Office at Himalaya House, Palton Road, Mumbai - 400 001, hereinafter called "Sub-Lessor" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the one part AND **SHRI YASH K. MEHTA & SHRI VIRAJ J. MEHTA Promoters of Pvt Ltd.** Residing at 111/115, Kazi Sayed Street, 3, Gulabi House, Khand Bazar, Mumbai - 400 003. Hereinafter called "The Lessee" (which expression shall unless repugnant to the context or meaning thereof mean and include his/its successor or successors and assigns) of the other part :-

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a) WHEREAS by an Agreement dated 9th June 1978 and made between the Maharashtra Industrial Development Corporation (for brevity described hereinafter as " MIDC ") as the Lessor of the one part (hereinafter referred to as the "Lessor ") and the Sub-Lessor as the Lessee of the other part, MIDC agreed to grant to the Sub-Lessor upon the performance and observance by the lessee of the obligations and conditions contained in the said agreement separate leases of the 139 Sub-Divided plots of land and premises described in the first schedule of the said agreement and in the first schedule hereunder written.

b) AND WHEREAS by and agreement dated 21-01-1981 made between the Sub-Lessor of the one part and Sub-Lessee of the other part, the Sub-Lessor agreed to grant to the Sub-Lessee of obligations and conditions contained in the said agreement and after the Lessor grants to the Sub-Lessor lease of the Sub-Divided plots and premises more particularly described in the First Schedule hereunder written.

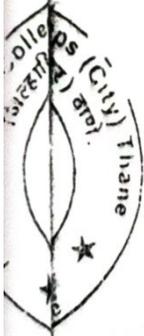
c) AND WHEREAS the Sub-Lessee has duly constructed on the said Plot No. D-14/7 more particularly described in the First Schedule hereunder written a factory / Warehouse Building and has otherwise observed and performed the obligations and conditions contained in the said agreement made between Sub-Lessor and Sub-Lessee.

d) AND WHEREAS it has been agreed that out of the aggregate amount of the premium paid by the Sub-Lessor in respect of all the 139 Sub-Divided Plots, a sum of Rs. 5361/- (Rupees Five Thousand Three Hundred Sixty One Only) should be treated as amount of premium payable and paid and a sum of Rs. 18,802/- (Rupees Eighteen Thousand Eight Hundred Two only) paid towards the share of development charges in respect of said plot No. D-14/7.

e) AND WHEREAS at the request of original allottee Shri Prabodhbhai G. Bhuta & Others Partners of M/s. Kalyan Brothers the proposal was placed before MIDC. Letter No. MIDC/RO/Mahape/TTC/D-14/7/7823 dated 2nd December, 2011 the Lessor has taken a note of change in constitution of the Partnership Firm of the Sub-Licensees and as per High. Court's order dated 18/12/1987 alongwith consent terms dated nil Dec-1987, on payment of Rs. 25,000/- (Rupees Twenty Five Thousand only) towards process fee for transfer and the Lessor has also agreed to accept Shri Yash K. Mehta and Shri Viraj J.



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Mehta, Promoters of Pvt. Ltd. as Sub-Licensees of sub-divided Plot No. D-14/7 on payment of the sum of Rs. 7,19,600/- (Rupees Seven Lakhs Nineteen Thousand Six Hundred Only) by way of Differential Premium.

f) AND WHEREAS, pursuant to the said agreement the certificate of the completion thereby contemplated has been granted in respect of plot No. D-14/7.

g) AND WHEREAS the Lessee has constructed the built up area of 122.08 Square Meters on the total area of 601 Square Meters and the Lessee has agreed to construct further built up area in phase as under:-

i) On or before 31/12/2012 : Built up area of 300 Sq.mtrs in addition to the existing built up area.

ii) On or before 31/12/2013 : Built up area of 179 Sq.mtrs in addition to the (i) above.

h) AND WHEREAS the Lessor there upon in accordance with the terms of the said agreement entered into between the Lessor and the Sub-Lessor granted a lease dated 27-7-2012 and registered under No. TNN11-02411-2012 dated 16-7-2012 in respect of the said Sub-Divided plot and the premises constructed thereon and a copy of the Lease Deed is annexed as Exhibit 'A' hereto.

i) AND WHEREAS for the purpose of stamp duty recurring charges such as Government Revenue, the Lessor share of Municipal or Village Panchayat rates or taxes which the Lessee (i.e. the Sub-Lessor herein) has agreed to bear and pay under the Lease dated 16th July 2012 although by law recoverable from the Lessor and;

ii) AND WHEREAS the Municipal taxes payable by the Sub-Lessee has been estimated at Rs. 81,622/- approximately per annum.

k) AND WHEREAS the Sub-Lessee has requested the Sub-Lessor to grant a Sub-Lease in the manner hereinafter appearing which the Sub-Lessor has agreed to.



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Collector (City) Thane

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NOW THIS INDENTURE WITNESSED AS FOLLOWS:

In consideration of the premises with respect to the said Sub-Divided plot more particularly described in the first schedule hereunder written the Sub- Lessor has paid to the Lessor Rs. 5,361/- (Rupees Five Thousand Three Hundred Sixty One only) as premium in respect of the said plot and a sum of Rs. 18,802/- (Rupees Eighteen Thousand Eight Hundred Two only) being Development charges of the said plot were paid by the Sub-Lessee to the Sub-Lessor towards their share of Development Charges in respect of their share of the entire land allotted by the Grantor to the Sub-Lessor making together an aggregate sum of Rs. 24,163/- (Rupees Twenty Four Thousand One Hundred Sixty Three only) and the rent hereby reserved and of the covenants and agreement on the part of Sub-Lessee hereinafter contained the Sub-Lessor all doth hereby Sub-demise unto the Sub-Lessee all that piece of the land known as Sub-Divided plot No. D-14/7 in Trans Thana Creek Industrial Area within the Village limit of BONSARI/KUKSHET and within the limit of New Mumbai Municipal Corporation, Taluka and Registration Sub-District Thane, District and Registration District Thane containing and admeasuring 601 square meters or thereabout and more particularly describe in the first schedule hereunder written and bounded by a RED COLOUR boundary line on the plan annexed hereto together with the building and erection now or at any time here after standing and being ~~AND~~ TOGETHER WITH all rights, easement and appurtenance there to belonging EXCEPT AND RESERVING unto the said Lessor all mines and minerals in and under the said land or any part thereof TO HOLD THE LAND and premises herein before expressed to be hereby Sub-Demised (Hereinafter referred to as "the Sub-Demised Premises.") unto the Sub-Lessee for the terms of 95 years computed from 1st day of June 1978 subject never the less to the provision of the said original lease which is here to annexed and marked EX-"A" and also subject to the provision of Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFORE yearly during the said term unto the Sub-Lessor the yearly rent of rupee one and the said rent to be paid in advance without any deduction whatsoever on or before the first day of January in each of every year.

Description
Of Land



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1. The Sub-Lessee with intends to bind all the persons into whose ever hands the Sub-Demised premises may come do hereby covenant with the Sub-Lessor as follows.

Covenants by
the Sub-Lessee

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a) During the said term hereby created to pay into the Sub-Lessor as herein provided, the said rent at the times on the day and in the manner hereinbefore appointed for payment thereof clear of all deduction.

To pay rent

b) To pay all existing and future taxes, rates assessment and out goings of every description for the time being payable either by Land-lord or tenant or by the occupier in respect of all Sub-Demised premises and anything for the time being thereon, and to send true certified copy to the Sub-Lessor and to produce the original of such receipts whenever and wherever required by the Sub-Lessor.

To pay rates & taxes

c) Throughout the said term hereby created to pay to the Sub-Lessor from time to time in respect of the demised premises such as yearly recurring fees or service charges drainage cesses as may from time to time be prescribed by the Government of Maharashtra under Maharashtra Industrial Development Act 1961 or Rules framed there under in in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at **Rs.1200/-** approximately per annum. All charges including rent, recurring fees service charges, dues and payable by Sub-Lessee, if not paid within time limit shall recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time.

To pay fees or service charges.

d) Not to make any excavation upon any part of the said land hereby Sub-Demised nor more any stone, sand gravel, clay or earth there from except from the purpose of forming foundation of buildings or for the purpose of executing any work pursuant to the terms of this Sub-lease.



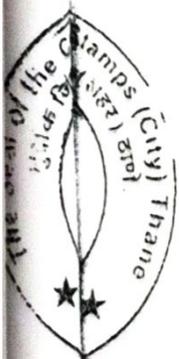
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e) The Sub-Lessee has constructed the built up area of 122.08 Square Meters out of the total plot area of 601 Square Meters and the Lessee has agreed to construct further built up area phases as under:-

- i) On or before 31/12/2012 : Built up area of 300 Square Meters in addition to the existing built up area.
- ii) On or before 31/12/2013 : Built up area of 179 Square Meters in addition to the (i) above.

Completion of Factory building.

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f) The Sub-Lessee at its own expenses within a period of one year from the date hereof plant trees in the marginal space to kept open to sky of the said land within the demised premises and shall maintain the trees so planted in good conditions throughout the terms hereby created under these presents. At least one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

Planting of trees in the open space

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

Not to erect any buildings outside the building line

h) The Sub-Lessee shall duly comply with provision of the (prevention and control of pollution) Act, 1974 and the (prevention and control of pollution) Act, 1981 and Environment (Protection) Act, 1986 and amendments issued from time to time and the rules made there under as also with any condition which may, from time to time imposed by the Maharashtra Pollution Control Board constitute under the said Act as regards the collection, treatment and disposal of discharge of effluent or waste or otherwise howsoever and identify and keep indemnified the Sub-Lessor against the consequence or any breach or non compliance of any such provision or condition as aforesaid.



To comply with the provision of water pollution Act 1974 (Air Pollution) Act 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time

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hi) The Sub-Lessee shall have to become a member of Common Effluent Treatment Plant (CETP) & observe the Criteria/Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Sub-Lessor.

i) Not at any time during the period of this Sub-Demise to erect any building, erection or structure on any portion of the said land except in accordance with the said building Regulations set out in the second schedule hereto.

To build as per Agreement

j) That no building or erection to be erected hereafter shall be commenced unless and until specification, plans, elevation, section and details thereof shall have been previously submitted by the Sub-Lessee in triplicate for scrutiny of and to be approved in writing by the Executive Engineer of the Lessor and also one copy thereof to the Sub-Lessor, for scrutiny of and to be approved in writing by the Sub-Lessor and after approval for the same in obtained from Local Authority/Planning Authority and also No Objection Certificate shall have been obtained from the

Plan to be submitted before building



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Maharashtra prevention of water pollution Board as provided in the said building Regulation.

k) Both in the completion of any such building or erection and all times during the continuance of this Sub -demise to observe and to conform to the said building regulation and to all Bye-Laws, rules and regulation of the municipality or other body having authority in that behalf and other statutory regulation as may be in force for the time being relating in any way to the Sub-Demises premises and any building thereon.

To observe Building Regulations

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

Fencing during construction

m) To observe and conform all the rules regulations and bylaws of the municipality / Local Authority/Planning Authority concerned or any other statutory regulations in any way relating to public Health and sanitation in force for the time being and provide sufficient latrine accommodation and any other sanitary arrangements for the laborers, workmen, and other staff employed on the Sub-Demised premises in order to keep the Sub-Demise premises and surroundings clean and in good conditions to the satisfaction of the Executive Engineer of the Lessor and shall not without the previous consent in writing of the Executive Engineer of the Lessor , permit any labourers or workmen to resides upon the Sub-Demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

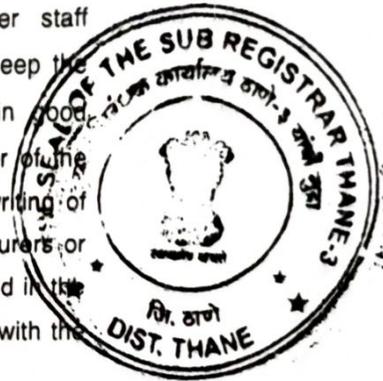
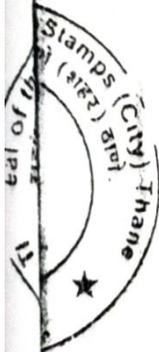
Sanitation

n) To indemnify and keep indemnified the Sub-Lessor against any or all claims for damages which may be caused to any adjoining building or other premises by such building or in consequences of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or demanded by the municipality or any local Authority in respect of the said work or anything done under the authority here in contained.

Indemnify

o) Both in the construction 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 thereon.

To built according to rules



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p) That no alteration or additions, shall at any times be made to the facade or erection of any building or erection erected and standing on the Sub-Demises premises or architectural features thereof except with the previous approval in writing of the Executive Engineer of the Lessor and in accordance with the Building Regulations set out in the Second schedules here under written.

Alteration

q) Throughout the said Term, at the Sub-Lessee expense well and substantially to repair, pave, clean and keep in good condition & (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer of the Lessor, the said building and premises and the drains compound walls and fences thereunto belonging to and all fixture and additions thereto.

To repair

r) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the officers, surveyors, workman or other employed by them, as also the Sub-Lessor, their Directors and the officer surveyors workmen and the other employers of the Sub-Lessor 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 Sub-Demised premises and to inspect the state of repairs thereof if upon such inspection it shall appear that any repairs are necessary they or any of them may be noticed to the Sub-Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Sub-Lessor may execute them at the expense in all respect of the Sub-Lessee.

To enter & inspect



s) That it shall not at any time to do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunder written for any purposes which may be 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 said Maharashtra Pollution Control Board and Ministry of Environment & Forest, Govt. of India with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of adour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

Nuisance

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si) Not to do or permit anything to be done on the Sub-Demised premises which may be a nuisance, annoyance or

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disturbance to the owners, occupiers or resident of other premises in the vicinity.

t) To use the Sub-Demised premises only for the purpose of factory or warehouse but not for the purpose of factory, for any of the obnoxious industries specified in the annexure set out in the third schedule to the lease annexed hereto and not to use the Sub-Demised premises or part thereof for any other purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire hazard and shall duly comply with the direction which may from time to time be issued by the said Maharashtra prevention of water pollution Board with almost promptitude for the purpose of preventing any air pollution by reason any such emission of odour liquid-effluvia, dust, smoke, gas or otherwise howsoever.

User

u) To keep the building already erected or which may hereafter be erected on the Sub-Deviled plot excluding foundation and plinth insured in the joints names of the Lessor, Sub-Lessor, and the Sub-Lessee against the loss or damages by fire in a sum equivalent to the cost of building (excluding foundations and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer of the Lessor the policy of such Insurance and the current year's receipt for the premium with intimation to the Sub-Lessor and also as often as any of the Buildings which are or shall be erected upon the land or any part thereof shall be destroyed or damaged by fire to fourth with layout all the moneys which shall be received by the virtue of any such insurance in rebuilding or repairing the premises destroyed or damage under the direction and to satisfaction of the Executive Engineer of the Lessor and the Manager of Sub-Lessor AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damage whether by fire or hurricane or otherwise the Sub-Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer of the Lessor and the Manager of the Sub-Lessor and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

Insurance against Loss, Damage etc.



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v) To carryout all the terms, condition stipulations, which the Sub-Lessor has to carry out under the said Lease, granted by the Lessor to the Sub-Lessor.

To carry out the terms

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w) At the expiration or sooner determination of the said terms quietly to deliver up to the Lessor the demised premises and all the erections and buildings then standing or being thereon PROVIDED always that the Sub-Lessee shall be at Liberty if it shall have paid the rent and all municipal and other taxes, rates and assessment 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 erection and structure and materials from the said land but so nevertheless that the Sub-Lessee shall deliver up as aforesaid to the Sub-Lessor leveled and put in good order and condition to the satisfaction of the Sub-Lessor all land from which such buildings, erections, or structures may have been removed.

Delivery
Possession
after
expiration

x) Not to assign, underlet or part with the possession of the demised premises directly or indirectly transfer, assign, sell encumber or part with its interest under or the benefit of this Sub-Lease or any part thereof in any manner whatsoever without the previous consent in writing of the Sub-Lessor as well as Chief Executive Officer of the Lessor and it shall be open to the Sub-Lessor or the Chief Executive Officer of the Lessor to refuse such consent or grant the same subject to such conditions including the condition for payment for additional premium they may be in their absolute discretion think fit and it shall also be open to the Sub-Lessor to grant permission on the condition that the assignee shall become the member of the Sub- Lessor.

Not to assign, sell
or incumbent



y) If the Sub-Lessee with the previous written consent of the Sub-Lessors shall sell, assign or part with the Sub-Demised premises for the then residue of the said term to deliver at the Sub-Lessee's expenses with in 20 day's after every such assignment's or assurance shall have been duly registered under the Indian Registration Act or other amending statute notices of 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 required and also to deliver the same to the Sub-Lessor at their Office.

Assignments to
be registered
under
Registration Act
and registered
with Lessor

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z) In the employing skilled and unskilled labour the Sub-Lessee shall give first performance to the person's who are able-bodied and whose lands are acquired for the purpose of the said Industrial Area. Also recruit the maximum local people on the basis of the knowledge of handling and operation of equipments/machinery used by the Sub-Lessee and the General qualification of local labour.

To give
preference in
employment of
labour

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(z1) And in the event of the death of the permitted assign or assigns of the Sub-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 Sub-Lessor within three months from such death.

Notice in case of death

3) If and whenever any part of the rent hereby reserved or recurring fees or services charges payable by the Sub-Lessee hereunder shall be in arrears the same may be recovered from the Sub-Lessee by the Sub-Lessor with interest thereon as per the provision of Maharashtra Co-op. Societies Act 1960 and rules made there under.

Recovery of rent, fees etc. as land Revenue.

4) If the said rent hereby reserved or recurring fees or services charges payable by the Sub-Lessee here under shall be 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 Sub-Lessee hereinbefore contained the Sub-Lessor re-enter upon any part of the Sub-Demised premises in the name of the whole and there upon the term here by granted and right to any renewal thereof shall absolutely cease and determine and in that case compensation shall be payable to the Sub-Lease on account of the Building or improvement built or carried out on the demised premises or claimed by the Sub-Lessee on account of the building or improvements built or made PROVIDED ALWAYS that except for non payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Sub-Lessor shall have given to the Sub-Lessee or left on some part of Sub-Demised premises a notice in writing of its intention to enter and of the specific breach or breached of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Sub-Lessee in remedying such breach or breaches within 3 months after the giving or leaving of such notice.

Rent, Fees etc. in arrears



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

Sub-Lessor's covenants for peaceful enjoyment.

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(District) Thane

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6) The layout of Trans Thana Creek Industrial Area and the building or other Regulation's and covenants relating there to other than the premises hereby Sub-Demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Sub-Lessee shall have no right to require the enforcement thereof or any of them as against Sub-Lessor or any person claiming under Sub-Lessor.

Alterations of Estate Rules

7) All building materials and plant which shall have been brought upon the demised premises by or for the Sub-Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part there of other than defective or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the demised premises without the previous consent of the Manager/Director of the Sub-Lessor until the grant of the completion certificate mentioned in clause here of.



Renewal of The Sub-Lease

8) If the Sub-Lessee shall have duly performed and observed the covenants and the conditions on the part of the Sub-Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Sub-Lease of the demised premises and of such desire shall give notice in writing to the Sub-Lessor before three months of the expiration of the hereby granted by the Sub-Lessor will give notice to the Lessor for renewal of the Lease in favour of the Sub-Lessor and if such Lease is renewed then the Sub-Lessor shall and will at the cost and expenses in every respect of the Sub-Lessee grant to the Sub-Lessee a new Sub-Lease of the Sub-Demised premises for a further term of 95 years on payment of premium as may be determined by the Lessor either covenants, provisions and stipulations hereinbefore contained expect this covenants for the renewal and expect that building and other regulations referred to in such Sub-Lease shall be as such the Lessor may direct.

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9) The stamp duty registration charges in respect of the preparation and execution of the Lease and also this Sub-Lease and their duplicates including the costs, charges and expenses of attorneys of the Sub-Lessor shall be borne and paid wholly and exclusively by the Sub-Lessee.

Cost & Charges to be borne by the Sub-Lessee

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Sub-Registrar (City) Thane

10) If for any reason whatsoever the Lessor forfeits the Lease of the Sub-Lessor or in any way the Lease by the Lessor is determine then in that event, the Sub-Lease by the Sub-Lessor to the Sub-Lessee shall be deemed to be determined and the Sub-Lessee have no claims whatsoever against the Sub-Lessor.

Determination
of the
Sub-Lease

11) The Marginal notes do not form part of the Sub-Lease and shall not be referred to for construction or interpretation thereof.

Marginal
Notes

IN WITNESS WHEREOF SHRI K.R. GOHIL, DIRECTOR & SHRI R.R. ANERAO, MANAGER of Chemical & Alkali Industrial & Warehousing Co-op. Society Ltd. has for and on behalf of the Chemical & Alkali Industrial & Warehousing Co-op. Society Ltd., the Sub-Lessor above named, set their hand and affixed the common seal of the Society hereto on its behalf and the Sub-Lessee hath caused its Director, AND Manager have set their respective hands and affix the seal of the Society hereto the day and year first above written.

THE FIRST SCHEDULE ABOVE-REFERRED TO

(Description of Sub Divided Plot)

ALL that piece or parcel of land known as Sub-Divided plot No. D-14/7 in the Trans Thana Creek Industrial Area within the village limits of Bonsari & Kukshet and within the limit of New Mumbai Municipal Corporation, Taluka and Registration Sub-District Thane containing by admeasurements 601 square meters or thereabouts and bounded by red colour boundary lines on the plan annexed hereto that is say on or towards the North by Plot No. D-15/4, on or towards the South by Plot No. Road (RW 13.70 Meters) on or towards the East by Plot No. D-14/6 and on towards the West by Plot No. D-14/8.



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SECOND SCHEDULE

(Building Regulations)

1. The building Regulations of 'A' Class Municipal Council or the building Regulations of the respective Local Authority / Planing Authority as amended from time to time will be the

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Building Regulations applicable for development of the plots in Industrial Area.

2. The periphery of the plot shall be utilized for planting trees. At least one tree shall be planted per 200 square meters on the frontage of the road or part thereof but within the demised premises.

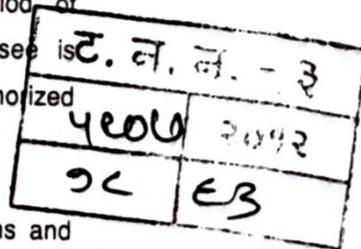
3. The Sub-Lessee shall use the said land for constructing factory building. It shall not be used for obnoxious Industries a list whereof is attached.

4. The Sub-Lessee shall obtain a No Objection Certificate from the Department of Environment/Maharashtra Pollution Control Board constituted under Water(Prevention and Control of Pollution) 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 commence any construction on the said plot before obtaining such No Objection Certificate.

5. No Construction work shall be commenced unless the plans elevations and section have been approved by the Local Authority / Planning Authority and previous consent in writing from the Executive Engineer is obtained and no additions and alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local / Authority / Planning Authority, previous consent in writing from the Executive Engineer is obtained.

6. All survey boundary marks demarcating the boundaries of plot shall be properly preserved and kept in good condition with due repair by the Sub-Lease during the period of construction of buildings, where more than one Lessee is concerned with the same boundary mark, the officer authorized by the Sub-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 office of the Society for record and to enable him to grant consent.

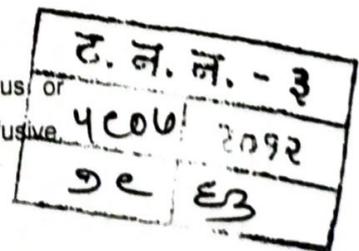


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THE THIRD SCHEDULE ABOVE - REFERRED TO:

(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 of fumes in the compound or manufacturing thereof.
- 2) Sulphurous, Sulphuric, Picric, Nitric, Hydrochloric or other Acid manufacture or their use or storage except as necessary to a permitted Industry.
- 3) Ammonia Manufacture.
- 4) Incineration, reduction or dumping of offal dead animals, Garbage or refuse on commercial basis.
- 5) Tar Distillation of Manufacture.
- 6) Cement Manufacture.
- 7) Chlorine Manufacture.
- 8) Bleaching powder Manufacture.
- 9) Gelatin or Glue Manufacture or process involving recovery from fish or animal offal.
- 10) Manufacture or Storage of Explosive of fire works.
- 11) Fat Rendering.
- 12) Fat, Tallows, Grease or land refining or manufacture.
- 13) Manufacture of explosive or inflammable products of pyroxylin.
- 14) Pyroxylin Manufacture.
- 15) Garbage, offal or dead animals reductions, dumping or incineration.
- 16) Stock Yard or Slaughter of animals or fowls.
- 17) Tallow, Grease, or land manufacture.
- 18) Tanning, curing or Storage of rawhides and skin.
- 19) Wool pulling of scouring.
- 20) Yeast plant.
- 21) Charcoal.
- 22) Manufacture of Viscose Rayon.
- 23) In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid effusive dust, smoke, gas, noise, vibrations or fire-hazards.



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The common Seal of the withinnamed Sub-Lessor)
 CHEMICAL AND ALKALI INDUSTRIAL AND)
 WAREHOUSING CO-OP. SOCIETY LTD. was)
 pursuant to the resolution of the Board of)
 Directors passed in that behalf on the 24th day of)
 August, 2011 where unto affixed in the)
 presence of



- 1) Shri K.R. Gohil, Director
and
- 2) Shri R.R. Anerao, Manager

for CHEMICAL & ALKALI INDUSTRIAL)
 & WAREHOUSING CO-OP. SOCIETY LTD)

[Handwritten signatures]
 Director Manager

Who have set their respective hands hereto)
 in the presence of

- 1) Shri R. C. Ghosal *[Signature]*
- 2) Shri R. V. Ghathar *[Signature]*



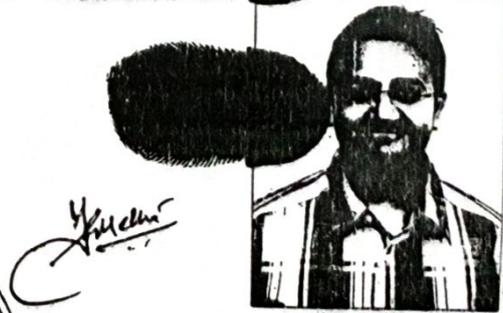
SIGNED AND DELIVERED by the)
 Withinnamed: SUB LESSEE)

- 1) Shri YASH K. MEHTA &
- 2) Shri VIRAJ J. MEHTA
Promoters of Pvt. Ltd.



In the presence of.....)

- 1) Shri N. K. Negi *[Signature]*
- 2) Shri Ajay Duttal - *[Signature]*



[Handwritten signature]



SIGNED AND DELIVERED BY THE)
 Withinnamed: Confirming Parties)

- 1) Smt. Kalyani M. Bhuta)
- 2) Smt. Ashwini M. Bhuta)
- 3) Smt. Falguni M. Bhuta)

Through Their Power of)
 Attorney holder)

- 1) Shri K.C. Mehta)

In the presence of.....)

- 1) Shri N.K. Negi *[Signature]*)
- 2) Shri Ajay Duttal - *[Signature]*)

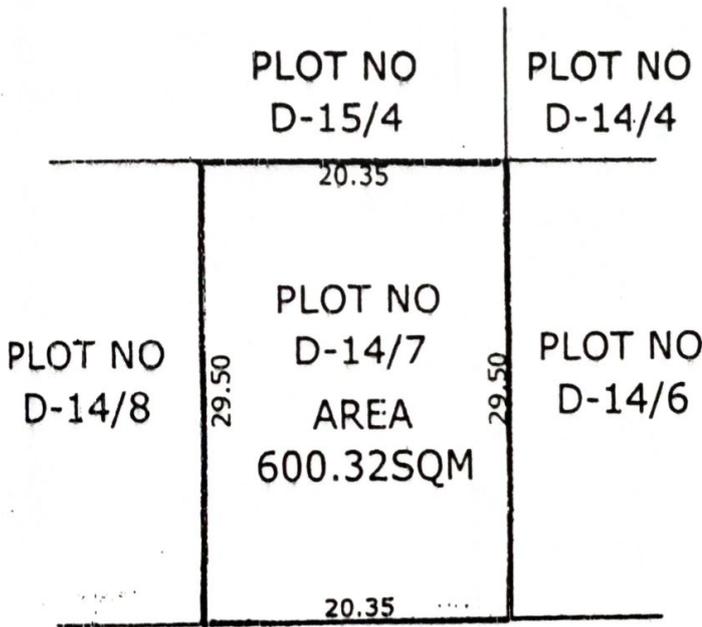
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TRANS THANE CREEK INDUSTRIAL AREA.
VILLAGE- BONSARI, TALUKA & DISTRICT - THANE.

SCALE= 1CM=5.00 MTRS.



ROAD R/W=13.70 M.

CHEMICAL & ALKALI INDUSTRIAL HOUSING CO-OP. SOCIETY LTD

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SURVEYOR
M.I.D.C., R/O MAHAPE.



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REGIONAL OFFICER,
M.I.D.C. REGIONAL OFFICE

EX "A"

CERTIFICATE

U/S 32 (1) (b) of the Bombay Stamp Act 1958
Office of the Collector of Stamps, Thane (City)
Case No. Adj. 210/2012 Received Adj Fee Rs. 100/-
Vide Challan/Receipt No. 2989829 Date 20/13/2012

VSM

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[Handwritten initials]

Received from Shri. m/s. chemical. And Alkali
Industrial and warehousing co-op society ltd

Residing at mumbai

Stamp duty of Rs. 1,18,180/- i.e. one lakh
eighteen thousand one hundred eighty only.

vide challan No. 349 Dated 23/5/2012

Certified under section 32 (1) (b) of the Bombay
Stamp Act 1958 that the full duty of Rs. 1,18,180/-
with which this instrument is chargeable has been paid
vide article No. 36/25/35/5 of schedule I of
Bombay Stamp Act 1958

ST. F.
3269
418112

This Certificate is subject to the provision of
Section 53 (A) of Bombay Stamp Act 1958.

MV - 2357.500/-

Place: Thane
Date: 30/5/2012

Collector of Stamps
Thane (City)



THIS LEASE made Regional Office, MIDC at MAHAPE, NAVI
MUMBAI this 16th day of July in the year
Two Thousand Twelve BETWEEN MAHARASHTRA
INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation
established under the Maharashtra Industrial Development Act,
1961 having its principal office at 4,(4A), 12th Floor, World Trade
Centre Complex 1-1, Cuffe Parade Colaba, Mumbai-400 005.
(hereinafter called "the Lessor" which expression shall, context
does not so admit include its successors and assigns) of the One
Part: CHEMICAL AND ALKALI INDUSTRIAL AND
WAREHOUSING CO-OP. SOCIETY LIMITED, a society
registered under the Maharashtra Co-operative Societies Act
1960 and having its registered Office at Himalaya House, Palton
Road, Mumbai - 400 001, hereinafter called "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:

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WHEREAS by an Agreement dated 9th June 1978 and made between the Lessor of the one part and 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 Leases of the 139 Sub-Divided plots of land premises described in the first schedule of the said agreement.

Recitals

AND WHEREAS the Lessee has duly constructed on sub-divided Plot No. D-14/7 out of the said 139 sub-divided plots of land more particularly described in the first schedule hereunder written a Warehouse/factory building and has otherwise observed and performed obligations and conditions contained in the said Agreement;

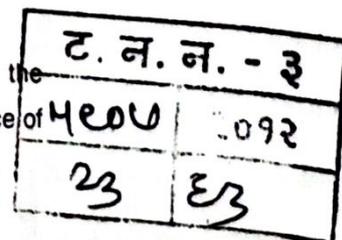
AND WHEREAS it has been agreed that out of the aggregate amount of the premium paid by the Lessee in respect of all the 139 Sub-Divided Plots, a sum of Rs. 5,361/- (Rupees Five Thousand Three Hundred Sixty One only) should be treated as amount of premium payable and paid in respect of said plot No. D-14/7.

AND WHEREAS, by a letter MIDC/RO/Mahape/TTC/D-14/7/7823 dated 2nd December, 2011 the Lessor has taken a note of change in constitution of the Partnership Firm of the Sub-Licensees and as per High. Court's order dated 18/12/1937 alongwith consent terms dated nil Dec 1987, on payment of Rs. 25,000/- (Rupees Twenty Five Thousand only) towards process fee for transfer and the Lessor has also agreed to accept Shri Yash K. Mehta and Shri Viraj J. Mehta, Promoters of Pvt. Ltd. as Sub-Licensees of sub-divided Plot No. D-14/7 or payment of the sum of Rs. 7,19,600/- (Rupees Seven Lakhs Nineteen Thousand Six Hundred Only) by way of Differential Premium.



AND WHEREAS, pursuant to the said agreement the certificate of the completion thereby contemplated has been granted in respect of sub-divided Plot No. D-14/7.

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



AND WHEREAS the Lessee has constructed the built up area of 122.08 Square Meters out of the total plot area of 601

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(City) Thane

Square Meters and the Lessee has agreed to construct further built up area phase as under:-

- i) On or before 31/12/2012 : Built up area of 300 Sq.mtrs in addition to the existing built up area.
- ii) On or before 31/12/2013 : Built up area of 179 Sq.mtrs in addition to the (i) above.

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 alongwith by law recoverable from the Lessor.

AND WHEREAS the Municipal taxes payable by the Lessee have been estimated at Rs. 81,622/- approximately per annum.

NOW THIS INDENTURE WITNESSED AS FOLLOWS:

1. In consideration of the premises and sum of Rs. 5,361/- (Rupees Five Thousand Three Hundred Sixty One only) and further sum of Rs. 7,19,600/- (Rupees Seven Lakhs Nineteen Thousand Six Hundrd Orly) making together an aggregate sum of Rs. 7,24,961/- (Rupees Seven Lakhs Twenty Four Thousand Nine Hundred Sixty One 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 all doth hereby demise unto the Lessee all the piece of the land known as plot No. D-14/7 in **Trans Thana Creek Industrial Area**, within the Village limit of BONSARI and KUKSHET and within the limit of **Navi Mumbai Municipal Corporation**, Taluka and Registration Sub-District Thane, District and Registration District Thane containing by admeasuring 601 square meters or thereabout and more particularly described in the first schedule hereunder written and shown surrounded by a RED COLOURED boundary line on the plan annexed hereto together with the building and erection now or at any time hereinafter standing and being thereon AND TOGETHER with all rights, easement and appurtenances there to 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

Description
Of Land



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(City) Thane

Demised Premises.") unto the Lessee for the terms of **Ninety Five years** computed from **First day of June 1978** subject nevertheless to the provision of 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" which expression shall include any other officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupee one, the said rent to be paid in advance without any deduction whatsoever on or before the first day of January in each and every year.

2. The Lessee with intend to bind all the persons into whosoever hands the Demised premises may come do 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 time on the days and in the manner hereinbefore appointed for payment thereof clear all deductions.



b) To pay all existing and future taxes, rates assessment and out goings 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) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges drainage cess may from time to time be prescribed by the Government of Maharashtra under Maharashtra Industrial Development Act 1961 or Rules framed there under in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs. 1200/- approximately per annum. All charges including rent, recurring fees service charges, dues and payable by Lessee, if not paid within time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time.

To pay fees or
service charges.

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d) The Lessee has constructed the built up area of 122.08 Square Meters out of the total plot area of 601 Square Meters and the Lessee has agreed to construct further built up area phases as under:-

Completion of
Factory building

- [1] On or before 31/12/2012 : Built up area of 300 Sq.mtrs in addition to the existing built up area.
- [2] On or before 31/12/2013 : Built up area of 173 Sq.mtrs in addition to the (i) above.

e) The Lessee shall at its own expenses 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 meters and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

Planting of trees in the periphery of the plot

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

Not to excavate

g) Not to erect any building, erection, or structure except a compound wall and steps and garages and necessary adjunct thereto as here in after provided or any portion of the said land out side the building line shown upon the said plan hereto annexed.



h) The Lessee having at its own expenses 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 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 Executive Engineer, Maharashtra Industrial Development Corporation any be assigned).

Access Road

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i) The Lessee shall duly comply with the provision of the Water(Prevention and Control of Pollution) Act, 1974 and the Air (Prevention and Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time and the rules made thereunder as also with any condition which may from time to time imposed by the Maharashtra Pollution Control Board constituted under the said Acts, as regards the collection treatment and disposal or

To comply with the provision of water (Prevention and Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Environment (Protection) Act, 1986 and amendments issued from time to time

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discharge of effluent or waste or otherwise howsoever and shall identify and keep indemnified the Lessor against the consequences and of any breach or non-compliance of any such provision or condition as aforesaid.

i1) The Lessee shall have to become a member of Common Effluent Treatment Plant (CETP) & observe the Criteria/Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Lessor.

j) Not at any time during the period of this Demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the second schedule hereto.

To build as per Agreement

k) 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 to be approved in writing by the Executive Engineer and after approval for the same in obtained from Local Authority/Planning Authority and also No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.



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

Indemnify

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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 construction

n) Both in the construction of any such building or erection and all times during the continuance of this demise to observe and to conform to the said building regulation and to all Bye-Laws, rules and regulations of the Municipality or other body having authority in that behalf and other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

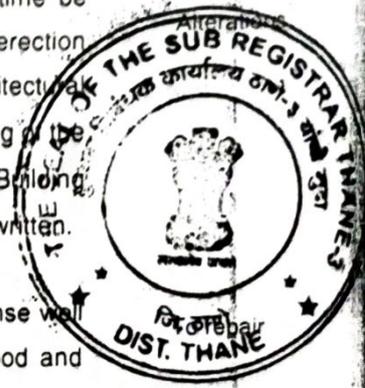
To build according to rules.

Thane

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o) To observe and conform all the 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 laborers, workmen, and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good conditions 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 resides upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

p) That no alternations or additions, shall at any time be made to the facade or erection of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous consent in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second schedules here under written.



q) Throughout the said Term, at the Lessee's expense well and substantially to repair pave, cleans 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 thereunto belonging and all fixture and additions thereto.

r) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen and the other employed by them from time to time and at all reasonable times of the day during the term hereby granted after a weeks previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof if upon such inspection it shall appear that any repairs are necessary, they or any of them may be 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.

To enter & Inspect.

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s) That it shall not at any time to do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunder written for any purpose which may be

Nuisance

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Sub Registrar Thane

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 said Maharashtra Pollution Control Board and Ministry of Environment & Forest, Govt. of India, with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of adour, liquid-effluvia, dust, smoke, gas or otherwise howsoever.

t) To use the demised premises only for the purpose of **warehouse building and or 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 hereunder written 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 direction which may from time to time be issued by the said Maharashtra Pollution Control Board with almost promptitude for the purpose of preventing any air pollution by reason any such emission of odour liquid effluvia dust, smoke, gas or otherwise howsoever.

User



Insurance

u) To keep the building already erected or which may hereafter be erected on the said land excluding foundation and plinth insured in the joints names of the Lessor and the Lessees against the loss or damages by fire in a sum equivalent to the cost of 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 of the Lessor 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 land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by the 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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v) At the expiration or sooner determination of the said terms quietly to deliver-up to the Lessor the demised premises and all the 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 assessment 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 erection and structure and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor leveled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections, or structures may have been removed.

Delivery of possession after expiration

w) 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 PROVIDED that no such consent shall be necessary in the case of an under lease by the Lessee in favour of **Shri Yash K. Mehta and Shri Viraj J. Mehta, Promoters of Pvt. Ltd.** containing the same terms, conditions, covenants and provisions contained in this Lease PROVIDED FURTHER that any such under-lease between the Lessee and any of such member will contain a covenant by the under-lease agreeing 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 that the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such condition as he may think fit including the condition for payment of premium and if any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by metes and bounds or to alter the nature of this present demise.

Not to assign



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x) If the Lessee with previous written consent of the Lessor shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's expenses with in 20 day's 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 shall

Assignments to be registered with the Lessor

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have been duly registered under the Indian Registration Act or 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.

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

To give preference in employment of Labour

yi) while the employing skilled and unskilled labour the Lessee shall also recruit the maximum local people on the basis of their knowledge of handling and operating of equipments/machineries used by the Lessee and the General qualifications of local labour.

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



3) If and whenever any part of the rent hereby reserved or recurring fees or services charges payable by the Lessee hereunder shall be in arrears the same may be recovered from the Lessee together with interest at the rate of 15.25% p.a. upto one year and at rate of 5.25% p.a. for period beyond one year or at the rate prescribed by the Lessor from time to time as an arrears of Land Revenue under the provision of Maharashtra Land Revenue Code, 1966 (XL of 1966)

Discovery of rent, fees etc. as land Revenue.

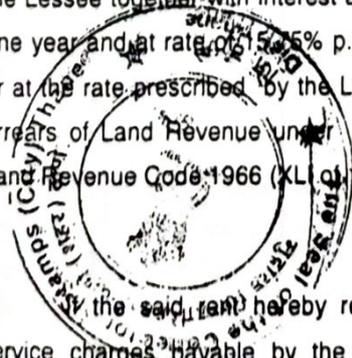
4) the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor 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

Rent, Fees etc. in arrear.

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(City) Thane

THANE



A

B

cease and determine and in that case no compensation shall be payable to the Lessee on account of the Building or improvement built or carried out on the demised premises or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non payment of rent as aforesaid the power of re-entry 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 demised premises a notice in writing of its 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 of such notice.

5) The Lessor doth hereby covenant with the Lessee that 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 term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by force under the Lessor.

Lessor's
covenants
for peaceful



6) The layout of **Trans Thana Creek Industrial Area** and the building or 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 Lessor or any person claiming under Lessor.

7) If the Lessee shall have duly performed and observed the covenants and the 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 term hereby granted by the Lessor shall and will at the cost and expenses 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 either covenants, provisions and stipulations hereinbefore contained expect this covenants for the renewal and expect that the building and other

Renewal of
Lease

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(City) Thane

THANE COMPANY

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regulations referred to in such Lease shall be as such the Lessor may direct.

8) The stamp duty registration charges in respect of the preparation and execution of the 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.

Cost & 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.

Marginal
Notes

IN WITNESS WHEREOF SHRI. DEELIP R. GUTTE the REGIONAL OFFICER, of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the common seal of the Corporation hereto on its behalf and the Lessee hath cause its Director, AND Manager have set their respective hands and affix the seal of the Society hereto the day and year first above written.

THE FIRST SCHEDULE ABOVE-REFERRED TO
(Description of Land)



ALL that piece or parcel of land known as plot No. D-14/7 in the **Trans Thana Creek** Industrial Area within the village limits of **Bonsari & Kukshet** and within the limits of **Navi Mumbai Municipal Corporation**, Taluka and Registration, Sub-District **Thane** District and Registration District **Thane** containing by admeasurements **601** square meters or thereabouts and bounded by red colour boundary lines on the plan annexed hereto, that is say:-

on or towards the North by : Plot No. D-15/4
on or towards the South by : Road (R/W 13.70 Meters), on
or towards the East by : Plot No. D-14/6
on or towards the West by : Plot No. D-14/8.

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Thane

Thane

SECOND SCHEDULE
(Building Control Rules)

1. 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 authorized by the Lessor shall allocate the obligation suitably.

The Development Control Rules applicable in MIDC Industrial Area shall be applicable in the Industrial Area.

2. The periphery of the plot shall be utilized for the purpose of planting trees and at least one tree shall be planted.

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

4. The Lessee shall obtain a No Objection Certificate from the Department of Environment/Maharashtra Pollution Control Board constituted under Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) 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 commence any construction on the said plot before obtaining such No Objection Certificate.

5. No Construction work shall be commenced unless the plans, elevations and section have been approved by the Local Authority / Planning Authority and previous consent in writing from the Executive Engineer is obtained and no additions or alteration to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority / Planning Authority and previous consent in writing from the Executive Engineer is obtained.



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Dist. Thane

Dist. Thane

THE THIRD SCHEDULE ABOVE - REFERRED TO:

(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 of fumes in the compound 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 commercial basis.
- 5) Tar Distillation of Manufacture.
- 6) Cement Manufacture.
- 7) Chlorine Manufacture.
- 8) Bleaching powder Manufacture.
- 9) Gelatin or Glue Manufacture or process involving recovery from fish or animal offal.
- 10) Manufacture or Storage of Explosive of fire works.
- 11) Fat Rendering.
- 12) Fat, Tallows, Grease or land refining or manufacture.
- 13) Manufacture of explosive or inflammable products pyroxylin.
- 14) Pyroxylin Manufacture.
- 15) Garbage, offal or dead animals reductions, dumping or incineration.
- 16) Stock Yard or Slaughter of animals or fowls.
- 17) Tallow, Grease, or land manufacture.
- 18) Tanning, curing or Storage of rawhides and skin.
- 19) Wool pulling of scouring.
- 20) Yeast plant.
- 21) Charcoal.
- 22) Manufacture of Viscose Rayon.
- 23) In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid effluve, dust, smoke, gas, noise, vibrations or fire-hazards.



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(iv) Thane

THANE

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SIGNED, SEALED AND DELIVERED
 BY SHRI DEELIP R. GUTTE,
 THE REGIONAL OFFICER, MAHAPE of
 The withinnamed Lessor, Maharashtra Industrial
 Development Corporation
 in the presence of :-



REGIONAL OFFICER,
 M.I.D.C. REGIONAL OFFICE
 MAHAPE

1. R.A. Thakur. Am. Jhu
2. Shri K.N. Dombale

THE COMMON SEAL OF the abovenamed
 Lessee MESSRS CHEMICAL AND ALKALI
 INDUSTRIAL AND WAREHOISING
 CO-OPERATIVE. SOCIETY LTD. was
 pursuant to the Resolution of the Board of
 Directors passed in that behalf on the 24th day
 August, 2011 hereunto affixed,
 in the presence of



For CHEMICAL & ALKALI INDUSTRIAL
 & WAREHOISING CO-OP. SOCIETY LTD.

- 1) Shri K.R. Gohil, Director
and
- 2) Shri R.R. Anerao, Manager

of the Society who in token of having
 affixed the Society's Seal hereto have
 set their respective hands hereto
 in the presence of



- 1) Shri Day Dotal
- 2) Shri N.A. Gure

Day Dotal
N.A. Gure

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Friday, July 27, 2012

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Original

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Regn. 39 M

पावती

गावाचे नाव बोनसारी

पावती क्र. : 2447

दस्तऐवजाचा अनुक्रमांक

टनन11 - 02411 - 2012

दिनांक 27/07/2012

दस्ता ऐवजाचा प्रकार

भाडेपट्टा

सादर करणाराचे नाव: केमिकल अॅन्ड अल्कली इंडस्ट्रिअल अॅन्ड वेअरहौसिंग को ऑप सोसा लि
तर्फे डायरेक्टर के आर गोहिल - -

नोंदणी फी

- 23600.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

- 600.00

रुजयात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (30)

एकूण रु. 24200.00

आपणास हा दस्त अंदाजे 1:11PM ह्या वेळेस मिळेल

सह दुय्यम निबंधक/राज. क. सह दु. नि. की-ठाणे 11

बाजार मुल्य: 2357500 रु. मोबदला: 0 रु.

भरलेले मुद्रांक शुल्क: 118180 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;
बँकेचे नाव व पत्ता: युनियन बँक ADJ;
डीडी/धनाकर्ष क्रमांक: 24504; रक्कम: 23600 रु.; दिनांक: 26/07/2012

मुद्रांक शुल्क
पक्षधर/सहकारी सची

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दुय्यम निबंधकः
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दस्त गोषवारा भाग-1

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दस्त क्र 2411/2012

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क्रमांक : 2411/2012

प्रकार : भाडेपट्टा

पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा

नाम: केमिकल अॅन्ड अल्कली इंडस्ट्रिअल अॅन्ड
इंजिनियरिंग को ऑप सोसा लि तर्फे डायरेक्टर के आर
वेलिंग
पत्ता: घर/फ्लॅट नं. -
गाळी/रस्ता: -
भारतीचे नाव: हिमालया हाऊस पलटन रोड मुंबई
भारत

लिहून घेणार

वय 61

सही

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नाम: केमिकल अॅन्ड अल्कली इंडस्ट्रिअल अॅन्ड वेअर
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गाळी/रस्ता: -
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भारत नं. -
सह/यसाहता: -
शहर/गाव: -

लिहून घेणार

वय 79

सही

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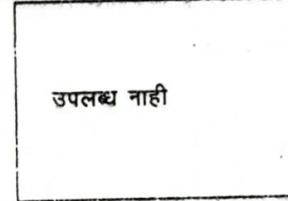


नाम: एम आय डी सी - -
पत्ता: घर/फ्लॅट नं. -
गाळी/रस्ता: -
भारतीचे नाव: -
भारत नं. -
सह/यसाहता: -
शहर/गाव: -
तालुका: -
जिल्हा: -
जिल्हा नंबर: -

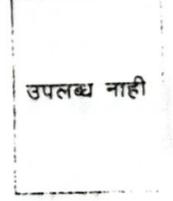
लिहून घेणार

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उपलब्ध नाही



उपलब्ध नाही

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सह दुय्यम निबंधक ठाणे. क्र ११

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५९०७	२०१२
३८	६३

सूची क्र. दोन INDEX NO. II

गावाचे नाव : बोनसारी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 0.00
अशा प्रकारच्या भाडेपट्ट्याद्वारे भाडे निश्चित केले असेल आणि कोणतेही अधिमूल्य भरले किंवा सुपूर्द केले नसेल त्या बाबतीत
बा.भा. रु. 2,357,500.00
- (2) भू-भापन, पोटहिरता व घरक्रमांक (असल्यास) (1) वर्णन: प्लॉट नं डी-14/7 बोनसारी ठाणे अभिनिर्णय क्र 210/2012 दि 20/3/12
- (3) क्षेत्रफळ (1) 601 चौ मी व त्यातील बांधकाम 122.08 चौ मी
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दरतऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) एम आय डी सी - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दरतऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) केमिकल अॅन्ड अल्कली इंडस्ट्रिअल अॅन्ड वेअरहोसिंग को.ऑप सोसा लि तर्फे डायरेक्टर के आर गोहिल - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: हिमालया हाऊस पलटन रोड मुंबई; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAAJC0228J.
(2) केमिकल अॅन्ड अल्कली इंडस्ट्रिअल अॅन्ड वेअर होसिंग को ऑप सोसा लि तर्फे मॅनेजर आर अजेराय - -; घर/प्लॉट नं: -; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 16/07/2012
- (8) नोंदणीचा 27/07/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 2411 /2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 106100.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 23600.00
- (12) शेरा



सह दुय्यम निबंधक ठाणे. क्र 99



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५२०८	२०१२
३८	६३

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Regional Officer, MIDC, Mahape, Millenium Business Park, Sector-I, Bldg.,2, Unit No.204, T.T.C. Indl. Area, Post-Kopar Khairane, Navi Mumbai-400 709.

By R.P.A.D.

No.MIDC/RO/Mahape/TTC/D-14/7/ 7823

Date: 22 DEC 2011

To,

Licensee :- Chemical & Alkali Industrial & Warehousing Co-Op. Society Limited
Himalaya House, Paltaon Road,
Mumbai-400 001.

Sub-Licensee :- Shri Prabodh G. Bhutia & other Partners of M/s.Kalyan Brothers

Plot No.D-14/7, TTC Indl. Area,
MIDC, Turbhe, Navi Mumbai.



Sub :- T.T.C. Industrial Area
Plot No.D-14/7
Sad demise / Transfer of plot.

- Ref :- (1) Letter dated 01/02/2008, 28/03/2008, 09/07/2010, 13/06/2011, 05/07/2011 & 30/07/2011 from M/s.Chemical & Alkali Industrial & Warehousing Co-Op. Society Ltd and Letters dated 01/02/2008, 27/03/2008, 15/04/2008, 09/05/2008, 11/06/2010, 10/06/2010, 31/05/2011, 18/11/2011 & 30/11/2011 of M/s.Kalyan Brothers.
(2) Hon.Court Order dated 18/12/1987 In Arbitration Peition No.213 of 1987 & In Award No.112 of 1987.
(3) Consent dated Nil Dec-1987 in Arbitration Peition No.213 of 1987 and In Award No.112 of 1987.
(4) NOC from Labour Commissioner dated 07/10/2008.

Sir,

Since you have paid an amount of **Rs.7,19,600/- (Rupees Seven Lakhs Nineteen Thousand Six Hundred Only)** towards the differential premium and **Rs.25000/- (Rupees Twenty Five Thousand Only)** towards Process Fee vide D.R.No.1879 & 1880 dated 02/12/2011, the Corporation has accepted to Shri Yash K. Mehta & Shri Viraj J. Mehta promoters of Pvt. Ltd., as Sub-Licensees (Transferees) of the subject plot in place of Sub-Licensee Shri Prabodh G. Bhutia & other Partners of M/s.Kalyan Brothers for undertaking the activity of "Plastic Moulded Items".

The Lessee (Chemical & Alkali) shall execute Lease with MIDC and proposed Sub-Licensee shall execute Sub-Lease with Lessee by making Kalyani M. Bhuta, Ashwini M Bhuta & Falguni M. Bhuta as confirming parties to the Sub-Lease which will be executed between CAIWCSL and Shri Yash K. Mehta & Shri Viraj J. Mehta, Promoters of Pvt. Ltd.,

The Transferee shall obtain & produce NOC under Industrial Location Policy and you shall also obtain & produce NOC from TA, MIDC, Mumbai and consent from MPCB prior to commencement of production.

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Yours faithfully,

Area Manager
MIDC, MAHAPE.

Copies to :

- (1) Shri Yash K. Mehta & Shri Viraj J. Mehta promoters of Pvt. Ltd., 111/115, Kazi Sayed Street, 3 Gulabi House, Khand Bazar, Mumbai-400 003.

MIDC



This letter is accompaniment to letter No. DE/MHP(C)/D-14/7/ 3189
Dated 27/11/1987

BUILDING COMPLETION CERTIFICATE

This is to certify that Kalyan Brothers of Plot No. D-14/7 in T.T.C. Indl. Area, have completed the Factory building on the above said plot in accordance with the building plans approved vide Executive Engineer, MIDC, Dn-1, Thane letter No. TBP/549/489 of 89/ dated 09.10.1989 through the licensed Architect M/s. Compact Design Reg. No. CA/81/6500

Details of units constructed are as follows

- 1) Name of allottee
- 2) Plot No.
- 3) Plot Area in Sqm.
- 4) Date of allotment
- 5) Date of possession
- 6) Approval of plans

: Kalyan Brothers
 : D-14/7
 : 600.32 m²
 : 20.01.1981



Built up area in Sqm

	Plinth m ²	1 st floor m ²	2 nd floor m ²	3 rd floor m ²	Total m ²
A) 1 st Approval No. TBP/549/489 Dated :- 09.10.1989.	122.08	---	---	---	122.08sqm

Total :- 122.08 --- --- --- 122.08sqm

Grand Total :- 122.08 m²



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MIDC



This letter is accompaniment to letter No.DE/MIIP(C)/D-14/7/ 3148
Dated 27/11/2017

OCCUPANCY CERTIFICATE.

This is to certify that the development work of Factory building, on Plot No.D-14/7 for Kalyan Brothers in TTC Indl.Area, completed under the supervision of M/s. Compag Design Architect Licence No.CA/81/6500 is permitted to be occupied for total B.U.A. as stated in Building Completion Certificate attached.

Thanking you,

Your's faithfully,



(B.V. Zanje)
(B.V. Zanje)
Deputy Engineer,
MIDC Sub Dn I (Civil),
Mahape



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Chemical & Alkali Industrial & Warehousing Co-op. Society Ltd.
 Regd. No. BOM/PRD (1) 30 of 1967

Regd. Office : Himalaya House,
 5th Floor, Palton Road, Mumbai-400 001.

Correspondence Address :
 Site Office : Plot No. D-11/3, T.T.C.
 Industrial Area, M.I.D.C., Near Turbhe,
 Navi Mumbai - 400 705.
 Tel No : 27636466
 E-mail : chemicalsawl@yahoo.co.in

TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS HELD ON 24-08-2011.

"RESOLVED that the Society do take Leases from MIDC of various Sub-Divided plots at T.T.C. Industrial Area of MIDC and Society do give various Sub-Leases in respect of the Sub-Divided plots to the concerned members list whereof is appended to the Agreement to Lease executed on 9th June, 1978 between MIDC and Society and such other approved changes that have taken place thereafter in the said list.

Also the Society do grant N.O.C. and issue consent to its members for mortgaging the allotted plots for obtaining/availing financial assistance from financial institutions and to execute necessary documents and sign the same.

Further resolved that the Board of Directors hereby authorizes the Chairman Shri R. Natrajan and/or any one of the Directors Viz. S/Shri K.R. Gohil, S.N. Shah, P.C. Suvarnkar, K.C. Mehta, S.V. Jaysankar, K.L. Gandhi, M.N. Shankar and U.R. Mehta jointly with Manager Shri R.R. Anerao for approving and finalizing draft Leases from MIDC in favour of the Society for various sub-divided plots and sub-leases in favour of members, executing and signing such leases and sub-leases and other documents necessary for obtaining financial assistance by the members by mortgaging the plots on behalf of the Society, lodging for registration and admitting execution on behalf of the Society for such leases, sub-leases and documents to do and perform such other incidental and consequential acts and things that may be necessary and or expedient.

Further resolved that the Common Seal of the Society be affixed in presence of Chairman Shri R. Natrajan and/or any one of the Directors Viz. S/Shri K.R. Gohil, S.N. Shah, P.C. Suvarnkar, K.C. Mehta, S.V. Jaysankar, K.L. Gandhi, M.N. Shankar and U.R. Mehta jointly with Manager Shri R.R. Anerao who are authorized to countersign the same."



FOR CHEMICAL & ALKALI INDUSTRIAL & WAREHOUSING CO-OP. SOCIETY LTD.

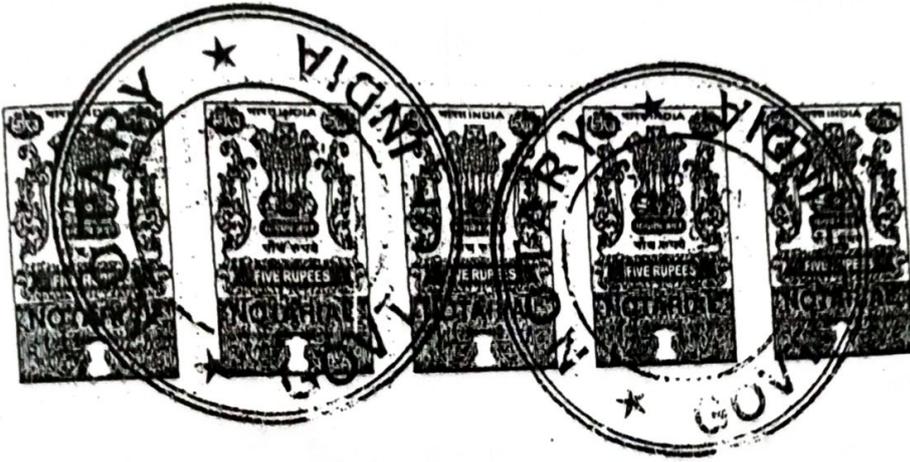
Mumbai

Dated: 19-10-



[Signature]
 CHAIRMAN

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<i>[Signature]</i>	<i>[Signature]</i>

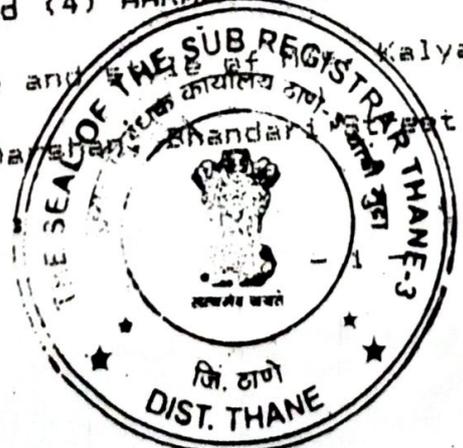


For BANK OF INDIA
 Authorised signatory
 Mumbai (Asian) Branch

POWER OF ATTORNEY

TO ALL THOSE TO WHOM THESE PRESENTS SHALL COME,
 (1) MS. ASHWINI ASHOK SOOD, (nee M. Bhuta) (2)
 KALYANI M. BHUTA AND (3) FALGUNI SANJAY GANDHI (nee
 Bhuta) and (4) AAKASH SOOD carrying on business in
 firm name and of Kalyan Brothers at 31/3

Mahavir Dargah, Bhandari, Thane, Mumbai 400 003
 GREETINGS



Handwritten signatures and notes:
 P. J. J. J.
 P. J. J. J.
 P. J. J. J.
 P. J. J. J.

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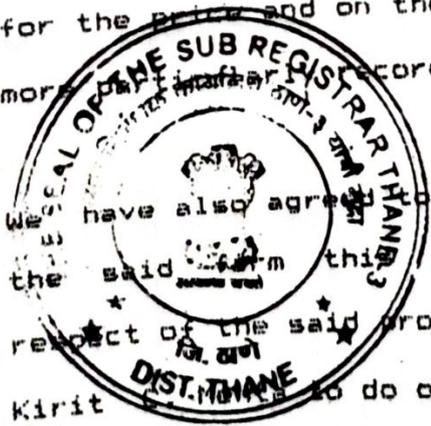
BANK OF INDIA
 Mumbai Main Branch, 70/80,
 M. G. Road, Fort, Mumbai 400 023
 D. No. R. 1070189/2553
 81219
 167601
 Special Adhesive
 JUL 07 2006
 R. 00001501-PB5182
 14:58
 STAMP DUTY MAHARASHTRA

(i) M/s. Kalyan Brothers is a partnership firm and we are the Partners of the said Firm (hereinafter called the "said Firm");

(ii) The said firm is absolutely seized and possessed of or otherwise well and sufficiently entitled to a plot of land being plot No.D-14/7, situated in T.T.C. Industrial Area of MIDC and admeasuring 600 sq.mts. along with partly constructed structures standing thereon, a more particularly description of the property is given in the Schedule hereunder written and hereinafter referred to as "the said Property";

(iii) Under an MOU dated 07/07/2006 we have agreed to sell the said property to (1) VIRAJ JAWAHAR MEHTA, AND (2) YASH KIRIT MEHTA at or for the price and on the terms and conditions more particularly recorded in the said MOU;

(iv) We have also agreed to execute on behalf of the said firm this Power of Attorney in respect of the said property in favour of Shri Kirit Mehta to do or cause to be done the following acts, matters and things;



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NOW KNOW YE AND THESE PRESENTS WITNESSETH that we the said (1) MS. ASHWINI ASHOK SOOD, (nee M. Bhuta) (2)

ASHWINI ASHOK SOOD

Handwritten signature/initials.

Handwritten signature/initials.

MS. KALYANI M. BHUTA AND (3) FALGUNI SANJAY GANDHI (nee M. Bhuta) and (4) AAKASH SOOD carrying on business in the firm name and style of M/s. Kalyan Brothers do and each of us doth hereby nominate, appoint and constitute the said Mr. Kirit C. Mehta as our true and lawful Attorney to do or caused to be done the following acts, deeds, matters and things for and on behalf the said firm and concerning the property mentioned above.

1. To deal with and/or correspond with MIDC and/or the Navi Mumbai Municipal Corporation including all its Departments, Officers or Authorities including -

- (i) to apply for and obtain sanction of the building plans, to amend the plans for the building on the said property;
- (ii) and also to apply for and obtain the Commencement Certificate, Occupation Certificate and/or Completion Certificate in respect of the building/buildings to be constructed and completed on the aforesaid immovable property;
- (iii) and also to deal with the Assessment Department of the Navi Mumbai Municipal Corporation and to dispose of and deal with all matters including the transfer of the name in connection with the assessment of the aforesaid immovable property.



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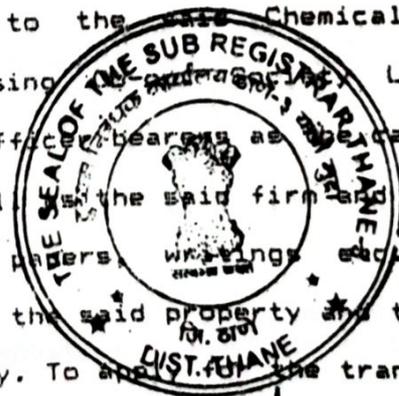
2. TO SIGN all applications, writings, papers, undertakings, Indemnities terms and conditions as may

from time to time be required by the Navi Mumbai Municipal Corporation for any of the purposes mentioned hereinabove or as may be necessary or required from time to time at their own costs.

3. TO PAY the necessary deposit or security fee or any other amount that may be required to be deposited or paid by the Navi Mumbai Municipal Corporation or any other concerned authority and also to apply for the refund thereof and receive the sums and pass the receipt for the same as and when occasion arises in respect of the Scheduled property hereunder written.

4. TO PAY all outgoings in respect of the property more particularly described in the Schedule hereunder written and obtain discharges in respect of the same.

5. TO APPROACH to the ~~said~~ Chemical and Alkali Industrial Warehousing ~~and~~ Ltd., or the Directors or the Office Bearers as the case may be to represent us as well as the said firm and to sign all the applications, papers, writings etc. as may be required concerning the said property and the membership in the said Society. To apply for the transfer of the said Leasehold Plot and the Share Certificate to the Society and to sign all the requisite forms, undertakings, applications, declarations etc. and to represent us before the Society and/or ~~the~~ Office Bearers.



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6. TO EMPLOY and/or engage architects, R.C.C. Specialists, Plumbers, Clerks or servants do any of the

Handwritten signatures and initials:
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A. Kulkarni
M. Kulkarni

acts, deeds and things herein contained and/or the discharge any such Architects, Clerks or servants etc.

7. TO MAKE NECESSARY APPLICATIONS under the Urban Land (Ceiling & Regulation) Act 1976 for obtaining the permission for exemption, transfer or otherwise of the said property and for development or re-development thereof and for that purpose to submit such applications, writings, applications, undertaking affidavits etc. as may be required or prefer appeal from the order of the Competent authority. To proceed with the development of the said property including construction of boundary walls and to comply with all the terms of the building plans, I.O.D., Commencement Certificate etc. and for that purpose, if required to hand over and/or surrender and/or transfer a portion of the said property falling to the set back or under reservation to the Navi Mumbai Municipal Corporation or to any other authorities concerned and to apply for and obtain in lieu thereof, the compensation and/or F.S.I. and the remaining portion of the property for constructing building/buildings thereon.



8. TO APPEAR before the Authorities, Land Record Authorities, Collector of Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities as well as the said Chemical and Alkali Industrial and Warehousing Co-op. Society Ltd., as may be necessary under any local Act, Rule or regulation and also to appear before Public or Government Officer or other authorities whomsoever.

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Pa
Pa
Y. Khatke
malta

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9. TO PERFECT THE TITLE in all respects of the said property and to take all steps in that behalf.

10. TO APPEAR and represent us before the City Survey Office and make application for us and on our behalf and for the survey and demarcation of the said property and for the purpose to sign all applications, documents, deeds, affidavits, authority letters and declarations, papers and writings as may be necessary and to pay necessary fees, charges for the same.

11. TO SIGN and file undertakings as may be necessary to Navi Mumbai Municipal Corporation and/or to such other appropriate authorities and to do such further acts, deeds and things as may be necessary or required for the purpose of effectively carrying out the purposes and intents of this Power of Attorney.

12. TO SIGN, verify, apply, present and declare complaints, petitions, written statements, replies, affidavits, declarations, complaints, representation in Court but only in connection with or relating to the said property.

13. TO SUBSTITUTE and appoint from time to time, one or more Attorneys under the Attorneys hereunder, with the same or limited powers and such substitute or substitutes at pleasure to remove and others to appoint. If the said Attorneys think fit and proper, they shall be entitled to appoint such substituted Attorneys with Irrevocable powers and in such event, such Power of Attorney shall not be revocable.



Handwritten notes and signatures:
A vertical list of initials: *Pa, Pa, Pa, Pa*
A signature: *Vijay malta*

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14. AND GENERALLY to do all other deeds, matters and things as our Attorneys shall deem fit and in respect of the said immovable property.

15. WE HEREBY AGREE, ratify and confirm all the acts, deeds, matters and things done by our said Attorneys or any of the said substitute or substitutes acting on our behalf or any of them all the things, matters, deeds, acts, as if done by us in our personal capacity.

16. This Power of Attorney is binding upon each of us and our respective heirs, executors and administrators.

IN WITNESS WHEREOF, the Parties hereto have hereunto set and subscribed their respective hands on the 7th day of July, 2006.

THE SCHEDULE ABOVE REFERRED TO:

ALL that piece of land with partly constructed plinth area on the plot bearing No.D-14/C admeasuring 600 sq.mtr. allotted by Chemical and Alkali Industrial and Warehousing Co-operative Society Ltd., as per the Agreement of Sub License dated 20.01.1981 at Village Kukshet and Bonsari Taluka and District Thane in T.T.C. Industrial Area of MIDC and bounded as under:-

- On or towards the East : D 14/6
- On or towards the West : D 14/8
- On or towards the South: D 18/7
- On or towards the North: D 15/4



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Pa
Y. Kulkarni
Vigneshwar

Y. Kulkarni
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Pa
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Vigneshwar

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SIGNED SEALED AND DELIVERED

by the withinnamed "Assignors

(1) MS. ASHWINI ASHOK SOOD, (nee M. Bhuta)

(2) MS. KALYANI M. BHUTA AND

(3) FALGUNI SANJAY GANDHI (nee M. Bhuta)

in the presence of



We Accepted:

1. VIRAJ JAWAHAR MEHTA,

2. YASH KIRIT MEHTA.

KIRIT C. MEHTA

F:\OLD\DW8\OP2\POA\A-1899.POA

22/07/2006
A. K. YADAV
B.A.LL.B.
ADVOCATE HIGH COURT
Pratiksha Nagar, Sion-Korwada,
Mumbai-400 022.



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BEFORE ME

AJAYKUMAR MAROO
NOTARY PUBLIC OF INDIA
TEL: _____

Reg... 34
Date... २२/७/०६



DATED THIS _____ DAY OF JULY, 20

MS. ASHWINI ASHOK SOOD
(nee M. Bhuta) & ORS.

TO

VIRAJ JAWAHAR MEHTA & ANR.



POWER OF ATTORNEY

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प्रतिज्ञापत्र

मी Kirit C. Mehta वय 60 य

सत्यप्रतिज्ञेवर प्रतिज्ञापत्र आज
दि. रोजी लिहून देतो की, श्री MS. Ashwini Ashok Sood
MS. Kalyani M. Bhute MS. Falguni S. Gandhi
यांणी मला
खालील मिळकतीचा दस्तऐवज दुययम निबंधक ठाणे 3 यांच्या कार्यालयात नोंदणी
कामी दि 22/7/2008 रोजी कुलमुखत्यार पत्र लिहून दिलेले आहे.

दस्तप्रकार Sub Lease

मिळकत लिहून देणार Viraj S. Mehta Yash K. Mehta

मिळकत लिहून देणार MS. Ashwini Ashok Sood MS. Kalyani M. Bhute
MS. Falguni S. Gandhi

गावाचे नाव TTC Industrial Area

मिळकतीचे वर्णन Plot No D-417, TTC Industrial Area
Navi Mumbai



वरील मिळकत ही लिहून देणार यांच्या मालकीची आहे याची खात्री केलेली आहे. तसेच कुलमुखत्यार पत्र लिहून देणार अद्याप हयात असून हे मुखत्यार पत्र अस्तित्वात आहे व ते लेखी अथवा तोंडी किंवा अन्यप्रकारे रद्द केलेले नाही. सदरचे मुखत्यार पत्रातील मिळकती संबंधी वादाचा विषय कुठल्याही न्यायालयात न्यायप्रविष्ट नाही हे सत्य प्रतिज्ञेवर लिहून दिलेले आहे. वरीलमाहीती खरी असून ती खोटी निघाल्यास होणा-या परीणामाची मला पुर्ण जाणीव आहे व त्यानुसार होणा-या कारवाईस मी पात्र राहिल हे प्रतिज्ञापत्र लिहून दिले असे.

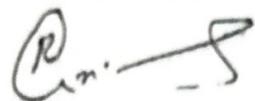
समक्षा

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सही [Signature]
दिनांक 30/8/12



For CHEMICAL & ALKALI INDUSTRIES
& WAREHOUSING CO-OP. SOCIETY LTD


Director



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आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA
 YASH KIRIT MEHTA
 KIRIT CHIMANLAL MEHTA
 21/06/1982
 PAN Account Number
 AYDPM1734D
 Signature



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← Copy

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

VIRAJ JAWAHAR MEHTA

JAWAHAR CHIMANLAL MEHTA

ED/05/1985
 Permanent Account Number

AKDPM2464Q

Viraj
 Signature



If this card is lost / पाणे प्रत्यक्षपणा सुचित करे / लोटाप
 आयकर पेन सेवा इन्वॉईट, एमएसडीएल
 सीसी मंजरील, सफायर चेंबर,
 बॉम्बे टेलिफोन एक्सचेंज के नजदीक,
 बॉम्बे, पुना - 411 045

If this card is lost / someone's lost card is found
 please inform / return to
 Income Tax PAN Services Unit, MSDL,
 3rd Floor, Sapphire Chambers,
 Bombay Telephone Exchange,
 Bombay, Pune - 411 045

Tel: 221 8081

14/7/12
 TRUE COPY
 Viraj Mehta

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प्राचीन लेखा संख्या / PERMANENT ACCOUNT NUMBER

AADPM6936C



नाम / NAME

KIRIT CHIMANLAL MEHTA

पिता का नाम / FATHER'S NAME

CHIMANLAL CHATRABHUI MEHTA

जन्म तिथि / DATE OF BIRTH

11-01-1952

हस्ताक्षर / SIGNATURE



R. Singh

आयकर निदेशक (पद्धति)

DIRECTOR OF INCOME TAX (SYSTEMS)

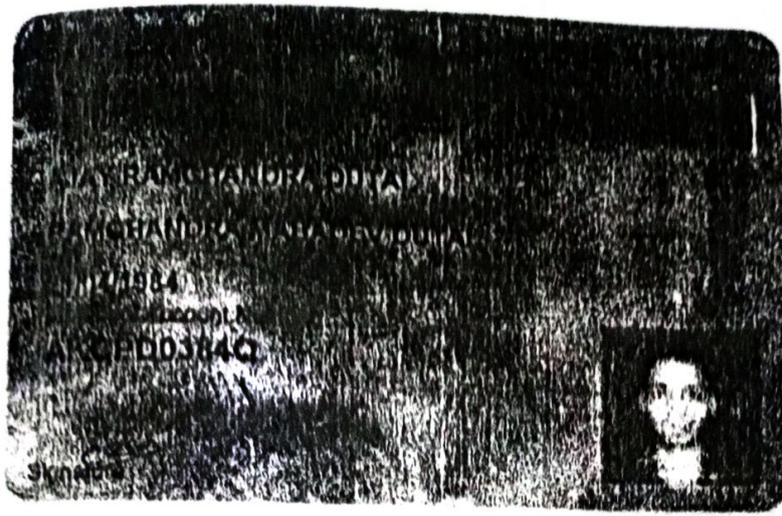
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ACE



इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें
आयकर निदेशक: (पद्धति)
ए.आर.ए. सेन्टर, भूतल
ई-२, झन्डेवाला एक्सटेंशन
नई दिल्ली - 110 055

In case this card is lost/found, kindly inform/return to the issuing authority :
Director of Income Tax (Systems)
ARA Centre, Ground Floor
E-2, Jhandewalan Extn.
New Delhi - 110 055

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६७	६३

30/08/2012

5:01:40 pm

दुय्यम निबंधक:

ठाणे 3

दस्त गोषवारा भाग-1

टनन3

दस्त क्र 5907/2012

E21 E3

दस्त क्रमांक : 5907/2012

दस्ताचा प्रकार : भाडेपट्टा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1 नाव: प्रमोदसे ओफ प्रा लि तर्फे यश के मेहता - -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: - काझी सय्यद रोड, मुंबई

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: AJGPM

लिहून घेणार

वय 30

सही



2 नाव: प्रमोदसे ओफ प्रा लि तर्फे विराज जे मेहता

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन: -

पॅन नम्बर: AKCPM 2464Q

लिहून घेणार

वय 27

सही

Vijay J Mehta



3 नाव: केमिकल अॅण्ड अल्कली इंड.आणि वेअरहोसींग सो

लि तर्फे डायरेक्टर के आर गोहिल - -

पत्ता: घर/फ्लॅट नं: --

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: फलटन रोड मुंबई

लिहून घेणार

वय 61

सही



4 नाव: केमिकल अॅण्ड अल्कली इंड.आणि वेअरहोसींग सो

लि तर्फे मॅनेजर आर आर अनेराव - -

पत्ता: घर/फ्लॅट नं: --

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेट/वसाहत: -

शहर/गाव: -

तालुका: --

पिन: -

वॅ

लिहून घेणार

वय 79

सही



5 नाव: कल्याणी एम भुटा, अम्बीनी एम भुटा व फाल्गुनी

एम भुटा तर्फे कु मु के सी मेहता - -

पत्ता: घर/फ्लॅट नं: -

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: - मुंबई

पेट/वसाहत: -

शहर/गाव: -

तालुका: -

पिन

मान्यता देणार

वय 60

सही



सह दुय्यम निबंधक वर्ग २