guistee



the coolee

DATE 17.03.99.

PANVEL-URAN PANVEL

VILLAGE/M. WARD/CIDCO: TONDARE

LAND/FLAT/SHOP/OFFICE: Land

CONSIDERATION: RS. 13, 20,000 | TONDARD

VALUE FOR STAMP DUTY: RS. 13, 20,000 | TONDARD

STAMP DUTY PAID: RS. 101695 Dt. 15/3/99.

STAMP PAPER/ADHESIVE/ By Adjudiention

SPECIAL ADHESIVE

SIGNATURE OF PURCHASER/VENDOR

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नमः

शिवाय



JALARAM XEROX

Opp.: City Police Station, Near Tahasildar
Office Panvel-410 206.

RAIGAD (MAHARASHTRA)

Phone: 745 35 33

original

Taloja - L-103

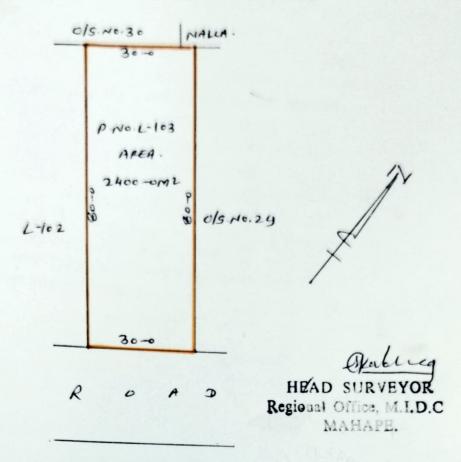
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IL COUNTY

TALOJA INDUSTRIAL AREA

VILLAGE: TONDARE TAL.: PANVEL, DIST.: RAIGAD.

SCALE - 1CM = ____ MTRS.





Mahape



Recitals.

of March 1995 and made between the Leason of the One Part and the Lessee of the Other Part the Lesson agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

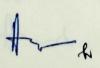
AND WHEREAS pursuant to the said agreement the Certificate of Completion thereby contemplated has been granted.

AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the Lesson's share of cesses and the owner's share of Municipal or Village Panchayal rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lesson have been estimated at Rs.13,200/— approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

1. In consideration of the premises and of the sum of Rs. 13,20,000/- (Rupees Thirteen Lakhs Twenty Thousand only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as Plot No.L-183 in the Taloja Industrial Area, within the village limits of Tondare and outside the limits of Municipal Council in rural area, Taluka and Registration Sub-District Panvel District and Registration District Raigad, containing by admeasurement 2,400 square meters or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto

Description of land.



together with the buildings and erections now or at any time hereinafter standing and being thereon AND TOOKTHER with all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of Ninety Five years computed from the first day of March 1995 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" 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 deductions whatsoever on or before the first day of January in each and every year.

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

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

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

Covenants by the Lessee.

To pay rent.

To pay rates and taxes.





 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 as may from time time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Act 1961 or Rules framed thereunder Development in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs.1,200/- approximately per annum. The Lessee shall at its own expenses To pay fees or service charges.

within a period of one year from the date hereof plant trees in the periphery of the plot to be kept open to sky of the said land within the demised premises and shall maintain the trees s planted in good condition throughout the term

Planting of trees in the periphery of the plot.

hereby created under these presents. At least on tree shall be planted per 2000 square meters and 100 / 7/91 one tree at a distance of 15 meters on the frontage of road or part thereof but within th demised premises.



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

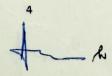
Not to excavate

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

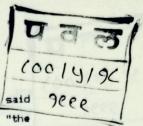
Not to erect beyond building line.

g) 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 the Executive Engineer, Maharashtra Industrial

Access Road.







Development Corporation, in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

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

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

i) 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.

j) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Executive Engineer, and a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.

Plans to be submitted before building.

k) To indemnify and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid work and also

Indemnity.



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against all payments whatspever which during the [00 | 8 | 92 progress of the work may become payable or be demanded by the Municipality or any Local Authority in respect of the said works or of anything done under the authority contained.

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 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.

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.

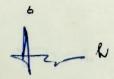
according to rules.

To observe and conform to all regualtions 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 sanitary arrangements for the labourers, workmen and other staff employed on the demised premises order to keep the demised premises surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous approval in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such approval being given shall comply strictly with the terms thereof.

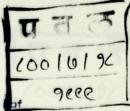
Sanitation.

That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof

Alterations.







except with the previous approval in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunder written.

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

To repair.

Officer or the Executive Engineer and the Officers Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a weeks previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice in writing to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

To enter and inspect.

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

Nuisance.

purpose of a factory but not for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke,

User.



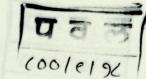


gas, noise, vibrations or fire hazards and shall duly comply with the directions which may from time to time be issued by the Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquideffluvia, dust, smoke, gas or otherwise howsoever. t) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinth) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

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

Delivery of possession after expiration.





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

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

Not to assign.

w) If the Lessee shall sell assign or part with the demised premises for the then residue of the said term to deliver at Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act, or other amending statute notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such other officer or person on behalf of the Lessor as the Lessor shall from time to time require.

Assignments to be registered with the the Lesson.

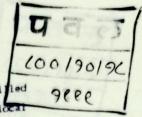
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x) In employing skilled and unskilled labour, the Lessee shall give first preference to the persons who are able bodied and whose lands are acquired for the purpose of the said Industrial Area.

To give preference in employment of Labour.

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ki) While employing the skilled and unskilled labour, it shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipments/machineries used by the Lessee and the general qualifications of the local labour.

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

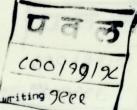
3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears the same may be recovered from the Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder be in arrears for the space of thirty days whether the same shall have legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely and determine and in that case compensation shall be payable to the Lessee account of the building or improvements built or carried out on the demised premises, or claimed by Lessee on account of the building 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 Lesson shall have given to the Lessee or left on some Notice in Case of death.

Recovery of Rent,Fees etc. as Land Revenue.

Rent, Faes atc. in arrear.





part of the demised premises a notice in Luriting 9000 of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee remedying such breach or breaches within three months after the giving or leaving of such notice. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

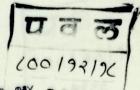
Lessor's covenant for peaceful enjoyment.

6) The Layout of the Taloja Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Alteration of Estate Rules.

If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new lease of the demised premises and of such desire shall give notice in writing to the Lessor before expiration of term hereby granted 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 and with covenants, provisos and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to Renewal of Lease.





in such Lease shall be such as the Leason may 9000 direct.

B) The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Costs and charges to be borne by the Lessee.

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 L. V. NAIK, the Regional Officer, Mahape, of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed hereto the day and year first abovewritten.

FIRST SCHEDULE (Description of Land)

All that piece or parcel of land known as Plot No.L-103 in the Taloja Industrial Area, within the village limits of Tondare and outside the limits of Municipal Council in rural area, Taluka and Registration sub-District Panvel District and Registration District Raigad containing by admeasurement 2,400 square meters or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say:

On or towards the North West by O.S.No.30, & Nala, On or towards the South East by Estate Road, On or towards the North East by D.S/No.29, and On or towards the South West by Plot No.L-102.

which said boundaries were erroneously described in the said Agreement to Lease as follows, that is to say :-

On or towards the North by Plot 100 % Nala,

On or towards the South by Road,

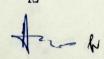
On or towards the East by Plot No.L-13/3,

On or towards the West by Plot No.1-192.

SECOND SCHEDULE

(Building Regulations)

- 1. The Building Regulations of 'A' Municipal Council or the Building Regulations of the respective Local Authority/Planning Authority as amended from time to time will be Building Regulations applicable for development of the Plots in Industrial Area.
- Periphery of the plot shall be utilised for the purpose of planting trees. At least one tree shall be planted per 2000 square meters and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.
- The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries a list whereof is attached.
- The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the 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 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.
- No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority/ Planning







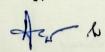
Authority and previous consent in writting from Executive Engineer is obtained and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Local Authority/ Planning Authority previous consent in writting Executive Engineer is obtained. from 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 same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.
- Three sets of the specifications, plans, elevations and sections as approved by the Local Authority/ Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant no objection.

THIRD SCHEDULE

(List of Obnoxious Industries)

- Fertiliser Manufacture from organic materials, provided, however, that provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in compounding or manufacturing thereof.
- Sulphurous, sulphuric, picric. 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 animal, garbage or refuse on a commercial basis.
- Tar distillation or manufacture. 5.
- Cement manufacture. 6.
- Chlorine manufacture.
- Bleaching powder manufacture. 8.



100/99 2300

- 9. Geletine or glue manufacture or processes involving recovery from fish or animal offal.
- Manufacture or storage of explosives or fire works.
- 11. Fat rendering. 12.
- Fat, tallows, grease or lard refining or manufacture.
- Manufacture of explosives or inflammable products or pyraxylin.
- Pyroxylin manufacture. 15.
- 16.
- Dye-Stuff and pigment manufacture. Turpentine, paints, varnish or manufacture or refining.
- Garbage, offal or dead animals reductions, dumping or incineration.
- Stock-yard or slaughter of animals or fowls. 19.
- Tallow, grease or lard manufacture. 20.
- Tanning, curing or storage of raw hides or skins.
- 21. Wool pulling or scouring.
- 22. Yeast plant.
- 23. Paper and paper products.
- 24. Charcoal.
- 25. Manufacture of Viscose Rayon.
- In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

SIGNED, SEALED & DELIVERED BY L. V. NAIK, THE SHRI REGIONAL OFFICER, MAHAPE, of within named Maharashtra Industrial Corporation Development in the presences of :-

REGIONAL OFFICER M.I.D.C. Mahape Region Mahape

Chrs UV-Chimis

A G. Joshi 15





100/98/92 200/98/92

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The Common Seal of the abovenamed Lessee Messrs.

Pearson Drums & Barrels Private
Limited was pursuant to a of Directors

Resolution of its Board/passed in that behalf on the 12th day of March 1999 affixed hereto in the presence of Shri

A.K. Saka, Maraging

Director of the Company who, in token of having affixed the Company's Seal hereto has set his hand hereto in the presence of :-

TE SELLE

1. Rawf (Ravis. Ukiekon)

(Subhash Scrunger)





wi 444 (00 NEO FIRE 9911 EB के बेतरी ही 9 12 मोयची STACING OF GRAN MAN गमपात गी वांचे कार्यातक बाजून विका भेरे क MARON DRUMS & BARRELS PVT. LTD. राष्ट्रवात धी कार्वाद्या 🐞 i (al A.K. SAHAI स्वाट g. Director 100 Se TOTA E. का विकेष प मेंड व्यरत्स ने उायरेक्टर क्षी के जिल्हाहा, अमीर खो श व्यवकृता बरप्रयेषक कारत देनार क्योर योजन स्थाकियत भीडेपर्य्याचा दस्तएवज करत विस्ताचे ज्यू स्तान, व्यापा डरिवाद. राज्यकारा है वरील दस्तऐत्रज करन देगादा 5. alg म्बतः ओळजन असल्याच सानदार AKSAHA) व त्यांची ओळण देशात. (Ray i S. UKIELEM?) (service) Belpan े एक व्ही ना हि (ATIT BHASICAA) (2) नौंदणी कायदा. १९०८ । १९०८ या १६) L.7, MI.D.C. Taloja. क सलब ८८ अवये मण्या उत्तर रहा व्यानी BUSINESS बाफी बाहे. रमंख सही य मद्रा खाले सदी करणारे दुव्यम भिन्नक स्वता सम १९ ९८ Anta 90 mit 3 बोळबवात. 17 1'RP UC पारे3

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बस्तऐवजाचा/जर्जाना जनुक्रमांक ८०७

१७/3/१० सन १९ दस्तऐवजाचा प्रकारmituel 35.9. 67 2.93,20000 सादर करणाराचे नाव-खालीलप्रमाणे फी मिळाली:-नोंदणी फी 9. नक्कल फी (फोलिओ पृष्ठांकनाची नक्कल फी टपालखर्च नकला किंवा ज्ञापने (कलम ६४ ते ६७) 90. शोध किंवा निरीक्षण दंड-कलम २५ अन्वये १ ८ १ १ १ . 1 01 695 कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (फोलिओ इतर फी (मागील पानावरील) बाब क. प्रकृष .. 18 400 दस्तऐवज नोदणीकृत डाकेने पाठवली जाईल. रोजी तयार होईल व नक्कल या कार्यालयात देण्यात येईल. द्यम निबंध

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने

सादरकर्ता

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