

MANAGING DIRECTOR
JANEMADHYAMA PRAKASHANA LTD.

An Agreement made at Mangalore the FOURTH day of FEBRUARY month one thousand nine hundred and ninety eight Between The Karnataka Industrial Areas Development Board having its Office at , Baikampady, Mangalore - 11 represented by Sri Sathya - Marayana Bawar, Deputy Development Officer hereinafter called the 'Lessor' (which term shall wherever the context so permits, mean and include its successors in interest) of the one part AND M/s Janamadhyama Prakashana Ltd, Regd. Office 13-12-1444, 'Raknno', Kodialbail, Mangalore, represented by Fr. Samuel Sequeira, Managing Director hereinafter called the 'Lessee' (which term shall wherever the context so permits, mean and include his/her/its heirs, executors, administrators, assignee and legal representatives) of the other part.

WHEREAS the lessee has applied to the Lessor for the grant to him of the land and premises hereinafter described which the lessor has agreed to lesse to him, upon certain terms and conditions AND WHEREAS the before signing this Agreement, the Lessee has paid to the Lessor the sum of Rs 12,78,600/- (Rupees Twelve lakks seventy eight thousand and six hundred only) being the Initial Deposit/Premium payable by the lessee.

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Deputy Development Officer

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d 3638 Janamad Lyang Pere kee have No 22. ** 24 Am 75 Hice of the Sub-Registrar of Mangalore Taluk with led I hereby certify that on production said as tellows. of the Original Document I have satisfied myself that the Standp Duty - Aegistration of Rupees [5987] Copying __ has been Paid thereon. 5. Endorsement 4 Miscellaneous 5 Mutation Mangalore Taluk Total 25 Sub Registres Wandslore Falux EXECUTION ADMITTED BY Registral Mandalors, Jajuk Identified by the execution of the document Deputy DW: Of XXXX: LADO who is exempted from personal appearence under Sub-Souther Advocato, (A) of section 38 of ther songalore 525003 Mangalore Taluk 2) Ilamand Valerian Dalmaida 5/0 John D'Amide 504 Dremsagan spoutments, mannagudde Difference between original and Duplicate and I am ridle (Bjack segistered as No. 145 - of the Teer 19.98.99... Bt Page: 1-14 Velume /65701 Book I//

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NOW IT IS HEREBY AGREED BETWEEN THE PARTIES HERETO as follows:

1. In consideration of the sum of Rs. 112,78,600/- (Rupees Twelve lakhs
Seventy eight thousand and six hundred only
Paid by the lessee to the Lessor as Premium and of the rent hereby reserved and of the covenants
and agreements on the part of the Lessee hereinafter contained the Lessor hereby demise unto
the Lessee all that piece of land known as Plot No. (s) 241 in Sy. Nos 125 (P), 126 (P) in Balkampady
Industrial Area within the village limits of
Hobli Surathkal Taluk Mangalore
District
or thereabouts and more fully described in the first. Schedule hereunder written and delineated
on the plan annexed hereto and thereon surrounded by a red colour boundary line, together with
the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER
with all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING which
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 there by demised (hereinafter referred to as 'the
demised premises') unto the Lessee for a term of Eleven years computed from the
Twentyfirstday ofmonth one thousand
nine hundred and ninetyeightunless the lease is determined earlier under clause
4 hereof PAYING THEREFOR yearly, during the said term unto the Lessor at the Office of the
Executive member or as otherwise required the yearly rent of Rs106600
(RupeesOne Thousand and sixty six only
only)
and said rent to be paid over a period of Eleven years without any deduction what so ever on the
Twenty first day of January month in each and every
year.

Provided always that in case any payment is not made on the date on which it becomes due, simple interest at 18% per annum or such other rates as may be fixed by the Lessor from time to time shall be charged on such amount in arrears on the date on which it was due till the date of payment.

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

Deputy Development Officer

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- a) During the said term hereby created to pay into the Lessor the said rent at the times, on the days and in the manner hereinbefore appointed for payment thereof.
- b) To pay all existing and future taxes, rates, assessments and outgoings of every descriptions for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.
- c) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundation of buildings of for the purpose of executing any work pursuant to the terms of this Lease.
- d) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjuncts thereto except as hereinafter provided on any portion of the said land outside the building line shown upon the said plan.
- e) The Lessee having at his own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and condition to the satisfaction of the Executive Member or any other officer authorised by lessor.
- f) Not at any time during the period of this demise erect any building, erection or structure on any portion of the said land_except in accordance with the said Building Regulations set out in Second Schedule hereto.
- g) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Lessor or any other officer authorised in his behalf, by the Lessor.
- h) Both in the completion of any such building or erection and at all times during the continuance of this demise to observe and conform to the said Building Regulations and to the bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be inforce for the time being relating in any way to the demised premises and any building thereon.
- i) To observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitations inforce for the time being and to provide sufficient latrine accommodations and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Executive Member or any other Officer authorised by the Lessor and shall not without the previous consent in writing of the Executive Member or any other officer authorised by the Lessor permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.
- j) That no alteration or addition 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

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thereof except with the previous approval in writing of the Lessor or any other Officer authorised in this behalf by the lessor.

- k) Throughout the said term at the Lessee's expense well and substantially to repair 'pave', cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Member or anyother officer authorised by the lessor the said building and premises and the drains, compound walls and fences thereunto belonging all fixtures and additions thereto.
- I) To permit the Lessor or the Executive Member and the officers, surveyors, workmen or others employed by Lessor from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice enter into or upon the demised premises and to inspect the state of repairs thereof, and if upon such inspection it shall appear that any repairs are necessary they or any of them may by notice to the Lessee call upon him to execute the repairs and upon his failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.
- m) 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.
- o) To keep the building 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 and mortgaged in interest if so desired by the mortgagee against loss or damage by fire to a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance company to be approved by the Executive Member and on demand to produce to the Executive Member the policy of such insurance and the current years' 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 Executive Member and whenever during the said terms the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee reinstate and repair the same to the satisfaction of the Executive Member and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.
- p) (1) (i) To submit the blue prints of the plan of the civil construction to the Lessor for prior approval within one month from the date of agreement.

- (ii) To commence the civil construction works, within three months from the date of approval of the blue prints, after obtaining licence from the Chief Inspector of Factories and Boilers of Karnataka State.
- (iii) To complete civil construction works erect machineries and commence production within twenty four months from the date of taking possession of demised premises that is the Twenty first day of January month one thousand nine hundred and Ninety eight after obtaining necessary licences/clearances/approvals from the concerned, such as, Government of India, State Government, Local bodies, statutory bodies etc. wherever required.

The Lessor may at its discretion extend the time in writing as below:

- (a) 12 months time for construction of factory building and commencement of production without revising the tentative cost of land in the event of lessee has taken one of the following effective steps within the stipulated period of 24 months and work of implementation of project remains in progress continuously:
 - i) Sanction of land and execution of documents with financial institutions.
 - ii) Obtaining clearance from KEB, KSPCB and also licences from the competent authority
 - iii) Continuous construction activities after obtaining building drawings.
- (b) At the end of third year, a further extension of six months time without imposing any penalty in the event of lessee has invested a minimum of 25% of the project cost (excluding the land cost) which should be evidenced by a certificate from financial institutions/banks.
- (c) Extension of 12 months levying a penalty of 10% of the cost of land prevailing in the industrial area at the time of granting such extension in the event of lessee has failed to record progress as indicated at (b).
- (d) At the end of the fourth year, the lessee shall invest 50% of the project cost (excluding the land cost) which should be evidenced by a certificate from the financial institutions/banks. On investment of 50% of the project cost, completion of the factory building, erection of machineries and commencement of production, the demised premises shall be deemed to have been utilised for the purpose of clause (p) (1).
- (e) Further extension of six months by levying a penalty of 10% of the cost of and prevailing at the industrial area for every spell of six months till the lessee records investment of 50% of the project cost.
- (f) In the event lessee fails to take one of the effective steps as indicated at (a), extension of time for implementing the project will be granted on payment of difference in land cost between the tentative cost of land at the allotted rate and cost of land prevailing at the time of grant of extension of time. If there is no upward revision in the tentative cost of land at the allotted rate extension of time will be granted by levying a penalty of 10% of the cost land at the allotted rate.

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Failure to fulfil any of the conditions (i) to (iii) mentioned above shall result in allotment being cancelled and agreement being terminated under clause 4 and 25% of the premium as indicated in clause 1 of this agreement together with the rents due and payable, interest on rent due and payble, Penalities paid and earnest money deposit and interest due and payable on the unpaid rent shall be forfeited to the Lessor. In such of the cases wherein the premium or part premium has been paid directly by the financial institutions/banks, the amounts paid by such of the financial institutions towards the premium or part premium shall be refunded to them and out of the remaining amount not exceeding 25% of the tentative cost of the land at alloted rate together with rents due and payable, interest due and payable on unpaid rents, penalities paid and earnest money deposit shall be forfeited to the Lessor.

- (p) (2) (i) The lessee shall utilise not less than 50% of the plot demised and in accordance with the proposals given in application and project reports submitted by the lessee to the lessor for allotment of plot.
- (p) (2) (ii) The lessee shall utilize such portion of land which has been allotted for future expansion within 5 years from the date of commencement of production.
- (p) (3) The Lessor always reserves the right to resume the whole of the demised premises or any part thereof for breach of any of the covenants stipulated hereinbefore/after giving lessee and the financial institutions/banks referred to in clause 2 (q) to whom the lessee has mortgaged , his right, title and interest not less than 120 (one hundred and twenty) days notice.
- (q) The Lessee shall not alienate the demised premises or any part thereof or the building, that may be constructed thereon during the period of lease. The Lessee may mortgage the right title and interest in the demised premises in favour of the Government of Karnataka or the Central Government or Corporate bodies like Life Insurance Corporation of India, Karnataka State Industrial Investment and Development Corporation, Karnataka State Financial Corporation, Industrial Finance Corporation of India, Industrial Development Bank of India, Industrial Credit and Investment Corporation of India, Unit Trust of India, Trustees of Debenture stock or Banks to secure moneys advanced by such Governments or bodies for the erection of building, plant and machinery. However, the Lessee shall obtain the No Objection Certificate from the lessor in writing for creation of second and subsequent charges.
- (r) (i) The original applicant/partners/promoters directors/shareholders shall continue to hold a minimum of 51% interest shareholdings in the lessee firm/company.
- (r) (ii) The lessee shall not change constitution/status of its firm/company (proprietory or partnership (registered or unregistered) or private limited company or unlimited company) without the previous written consent of the lessor or any other officer authorised by the Lessor and such consent shall be granted by the lessor subject to the condition that the original applicant/partners/promoter directors/shareholders should continue to hold a minimum 51% of the interest/shares in the newly constituted firm/company.

- (r) (iii) In the event of lessee reducing its interest/shareholdings either in the lessees firm/company or in the newly constituted firm/company as at (ii) above, the lessee shall pay to the lessor a penalty or revised cost of land as decided by the lessor from time to time in this regard.
- (s) The demised premises shall be fenced in during construction by the lessee at his expense in every respect.
- (t) And in the event of the Lessee's death the person 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 shall be in arrears, the same may recovered from the Lessee as arrears of land revenue under the Provisions of the Karnataka Land Revenue Act (1b.12 of 1964).
- (4) If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not and if and whenever there shall be breach of any of the covenants by the Lessee hereinbefore/after contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case 25% of the premium as indicated in clause 1 of this agreement together with the rents due and payable, interest due and payable on unpaid rents, penalities paid and earnest money deposit shall be forfeited to the Lessor. In such of the cases wherein the amount towards premium or part of the premium has been paid directly by the financial institutions/banks, to the lessor, the amounts paid by such of the financial institutions towards the premium or part premium shall be refunded to them and out of the remaining amount not exceeding 25% of the premium together with the rents due and payable, interest due and payable on the unpaid rents, penalities paid and earnest mony deposit shall be forefleted to the Lessor and in addition no compensation shall be payable to the Lessee on account of the building or improvements builit or carried out on demised premises, or claimed by the Lessee on account of the building or improvements built or made, provided always that except for nonpayment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Executive member or any other officer authorised by Lessor on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of 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 in remedying such breach or breaches within 120 days after the giving or leaving of such notice.,

Provided that whenever the Lessor intends to exercise his right of re-entry under this clause, he shall give 120 (one hundred twenty) days prior notice to the financial institutions/banks in whose favour the Lessee has mortgaged his right title, interest under Clause 2 (q) of this agreement.

Notwithstanding any such default as aforesaid, the Lessor may at his discretion extend the period of lease at the cost and expense in every respect of the Lessee on payment of the rent mentioned hereinbefore and subject to the same covenants, provisions and stipulations herein contained.

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- (5) The layout of the industrial Area/Estate 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 Lessor or any person clalming under the Lessor.
- (6) The lessor may at its discretion consider the request of the lessee for the transfer of leasehold rights of demised premises in favour of a new entrepreneur as identified by the lessee during the currency of lease imposing such terms and conditions as decided by the lessor from time to time in this regard.
- (7) The lessor may accept the voluntary surrender of demised premises by the lessee on such terms and conditions as decided by the lessor from time to time in this regard.
- (8) The lessee shall not sink bore-well on the demised premises. Any borewell sunk by the lessee on the demised premise unauthorisedly will become the property of the lessor and the same should be surrendered to the lessor within one month from the date of issue of notice by the lessor. However, on surrendering the borewell, the cost incurred for sinking the borewell as estimated by the Engineering Section of the lessor will be reimbursed to the lessee by way of adjusting the amounts so determined by the lessor. If the demised premises has good underground sources of water, the lessor is at liberty to sink the borewell and water required for the lessee's project will be supplied to the admissible extent through the scheme implemented by the lessor. The lessee shall adhere to the terms and conditions as decided by the lessor regarding water supply scheme from time to time.
- (9) (i) The lessee, in the industrial units to be established in the demised premises; shall create maximum possible additional employment opportunities and provide minimum of 80% of the employment to the Kannadigas on an overall basis. However, the Lessee shall employ 100% of the Kannadigas in case of group C and D categories (persons who are living in the state for the past fifteen years and who possess the knowledge of reading and writing Kannada are considered as Kannadigas).
- (ii) The lessee, in the industrial units to be established in the demised premises, shall employ only Kannadiga for the post of Personnel Officer.
- (iii) The Lessee, in employing skilled and unskilled labour, in the industrial units to be established in the demised premises, shall as far as possible give preference to the members of the families of the landowners whose land have been acquired for the purpose of formation of Industrial deas subject to the eligibility as per qualifications prescribed for the job.

- (10) On matters not specifically stipulated in these presents the lesson shall be commended give directions to the Lessee which the Lessee shall carryout and default in carrying out such directions will be a breach of conditions of these presents.
- (11) (a) The tentative cost of land indicated herein before does not include cost incurred by the Board towards amount spent for providing power infrastructure. You shall pay power charges on pro-rata basis and the actual amount payable by you will be informed in due course. However a no objection in favour of KEB will be issued only on the receipt of the payment.
- (b) You shall also pay KEB/KIADB the cost of extension of line or upgrading the capacity of transformer or erection of new transformer centre, as the case may be, and avail the power as below.

transformer available the nearest — From For LT upto 99 HP centre/secondary line.

- From the nearest line of 11 KV line. For HT upto 500 KVA

- From a separate feeder line or by upgrading the For HT above 500 KVA capacity of existing11 KV line/cable from MUSS.

- At a voltage higher than 11/13.2. KV i.e., 33 KV or 66 For HT exceeding 1000 KVA KV- From nearest suitable tapping point/MUSS by a separate line/feeder.

- (12) (a) At the end of Eleven years referred to in clause 1 or the extended period, if any the amounts paid towards the premium and earnest money deposit shall be adjusted towards the balance of the value of the property as fixed in the manner hereinafter appearing.
- (b) As soon as it may be convenient the Lessor will fix the price of the demised premises at which it will be sold to the lessee and communicate it to the Lessee and decision of the Lessor in this regard will be final and binding on the Lessee. The Lessee shall pay the balance of the value of the property, if any, after adjusting the premium and earnest money deposit paid by the Lessee, within one month from the date of receipt of communication signed by the Executive Member or any other officer authorised by the lessor. On the other hand, if any sum is determined as payable by the lessor to the Lessee after adjustment as aforesaid, such sum shall be refunded to the Lessee before the date of execution of the sale deed.
- (13) If the Lessee had performed all the conditions herein and committed no breach thereof the Lessor at the end of ELEVEN years referred to in Clause 1 of the extended period, if any, sell the demised premises to the Lessee and all attendant expenses in connection with such sale as stamps duty, registration charges etc. shall be borne by the Lessee.

(14) On complying with the terms and conditions of this agreement in the manner stated above but not otherwise, the Lessor shall be obliged to execute the sale deed in Form 5 appended

to the regulations governing the disposal of lands by the Karnataka Industrial Areas Development Act, 1966 in favour of the Lessee.

- (15) The Lessee hereby also confirm that this agreement shall be subject to the provisions of the Karnataka Industrial Areas Development Act, 1966 (Act No.18 of 1966) and the Rules thereunder.
- (16) It is also agreed between the parties hereto that Rs...1.12.78.600/(Rupees. Twellva: Lakes Saventy eight thousand six hundred only)
 in the hands of the Lessor received by him/her from Lessee shall be held by him/her as security
 for any loss or expense that the Lessor may be put to in connection with any legal proceedings
 including eviction proceedings that may be taken against the Lessee and all such expenses shall
 be appropriated by the Lessor from and out of the moneys of the Lessee held in his/her hands.

FIRST SCHEDULE (DESCRIPTION OF LAND)

· · · · · · · · · · · · · · · · · · ·	
All that piece of land known as Plot No. (s)241. Sy.No	
limits of	village
DistrictD. K	*********
District	ctares
4262.00 sq. meters or thereabouts and bounded as follows that is to say	y:-
On or towards the North by40.45.Mt	
On or towards the South by 39.60 Mt	
On or towards the East by 60.60 + 39.50 Mt	
On the wards the West by 80.30 Mt; 24.60 Mt	
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ALAN AGING DIRECTOR	(
STATE OF THE PARTY	

SECOND SCHEDULE (BUILDING REGULATIONS)

1. The Coverage, setbacks floor area ratio shall be in accordance with the table prescribed as below:

Particulars of Plot area	0,TO 230 sq. mtrs	231 to 1000	1001 . to	2001 to ::	4001 to	Above . 8000
•	•	Sq.mtrs	2000	4000	8000	Sq. mtrs
	_•	sq.m	sq.m	sq.m	sq.m	
Coverage	80%	60%	50%	40%	35%	30%
Floor area ratio	1.00	1.25	1.25	1.25	1.00	0.50
Min. frontage	3 m	12 m.	24 m.	28 m.	32 m.	42 m.
Min. front setback	1.00m	4.50m.	6. 00m	8.00m	8.00m	15.00m
Other sides	1.00m	3.00m.	5.00m	5.00m	6.00m	12.00m

Note: Whenever the minimum plot area is less than the one specified in the particular category, the zoning regulations prescribed for the previous category should be adopted.

However, where Industrial Areas are located within the Municipal Corporation limits, Urban Development Areas, the buildings bye-laws of the corporation authorities, Urban Development Authorities shall only be followed.

- 2. The plot holder shall not use the land for any purpose except as factory for manufacture.
- 3. All buildings shall be constructed in accordance with the Muncipal byelaws and regulations in force time to time as well any other laws, rules and regulations in force relating to the construction and the use of the premises and in accordance with the plans and elevations approved by the officers authorised by the Lessor.
- 4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the officer authorised by the Lessor and no additions or alterations to the buildings, the plans of which have been so approved shall at any time be made except with the similar previous approval of the said officer.
- 5. All survey boundary marks demarcating the boundaries of plot shall be properly preserved and kept in good repair by the Lessee during the period of constructions of buildings. Where more than one lessee is concerned with the same boundary marks, the officer authorised by the lessor shall allocate this obligation suitably.
- 6. No temporary semi-permanent structure shall be built on the plot, except during the period of construction or re-constructions in future.
 - 7. The final working drawing to be submitted for approval of the lessor shall include,

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- (1) Plans, elevations and sections drawn to a scale of 8 feet=1 inch
- (2) Half inch details when required
- (3) Block plan drawn to suitable scale showing the layout with the proposed building shown coloured red therein.
- (4) Any other details or particulars required by the lessor.

	, 100301.
The above mentioned drawing and specifications s	shall be submitted in triplicate.
Signed, Sealed and Delivered	0./
by Shri./Smt. Sathyanarayana Pawar Deputy Development Officer.	Karnateka industrial Areas Perelippment Bear
The Karnataka Industrial Areas Development Boa	Deputy Developmen Officer
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KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARS (2) DOS SOUTH STATE OF THE STATE OF T	Þ

Signed, Sealed and Delivered By the above named Lessee

, D.No. 24-69/7, Kulsheker, Mangalore - 5

DO RICHARD JERNANDES.

Reshma Fernandes. Kulsheker, Mangalore - 5