

BEFORE THE HON'BLE NATIONAL GREEN TRIBUNAL
WESTERN ZONE BENCH, PUNE
Original Application No.49 OF 2025 (WZ)

Vasundhara Foundation.

..... Applicant

Versus

M/s Shri Lalit Nagpal & 2 Ors.

Respondents



**AFFIDAVIT IN REPLY ON BEHALF OF RESPONDENT NO. 3
MAHARASHTRA POLLUTION CONTROL BOARD (MPCB) IS
AS UNDER-**

I, Rakesh Dafade, Age – Adult, Occupation-Service, the Sub-Regional Officer of the Maharashtra Pollution Control Board at Mumbai-III, i.e. Respondent No. 3 herein, having my office at Kalpataru Point, 2nd Floor, Sion-Matunga Scheme Road No.8, Sion (East), Mumbai-400 022, do hereby state on solemn affirmation as under :-

In pursuance of order dated 13/04/2026 of the Hon'ble NGT, I am filing herewith the complete copy of the Tripartite Leave and License Agreement, entered among M/s. Lalit Nagpal, M/s. Saket Infra Projects Pvt. Ltd. and M/s. Relcon Infra Projects Ltd. The said Agreement is hereto annexed and marked as **Annexure A**.

Solemnly affirmed on this 24th day of April 2026.

Place:- Mumbai
Dated:- 24/04/2026

For and on behalf of Maharashtra
Pollution Control Board

Rakesh Dafade
(Rakesh Dafade)

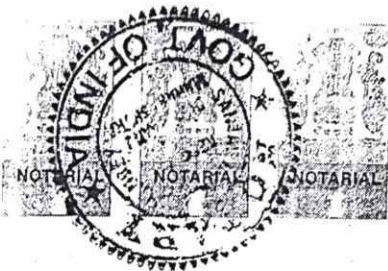
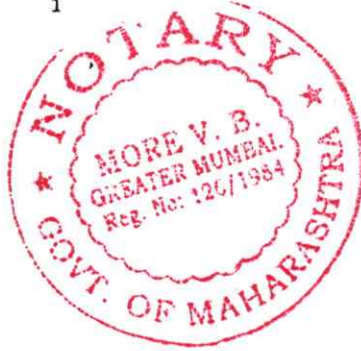
Sub-Regional Officer, Mumbai-III)

BEFORE ME

Vasant B. More
24/04/2026
VASANT B. MORE
Notary Gr. Mumbai
7, Vijaya Sadan, Flat No. 304,
Above Axis Bank,
Sion West, Mumbai-400022
REGISTER Sr. No. 337/2026



Annexure 'A'
Pg. No. 1 to 27



TRIPARTITE LEAVE AND LICENSE AGREEMENT

THIS TRIPARTITE AGREEMENT is made at Mumbai on this _____ day of January, 2014 by and between;

SHRI. LALIT NAGPAL of Mumbai, an adult, Indian Inhabitant residing at Bungalow No. 36, Atur Park, Sion Trombay Road, Chembur, Mumbai 400 071, hereinafter for brevity's sake referred to as "**Licensor/ Land Owner**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) of the **ONE PART**

AND

For THE KAPOL CO-OP. BANK LTD.
The Kapol Co-operative Bank Ltd.,
Vile Parle (East) Branch,
107/108 D. Shyamkarnal Building,
B.N. Aggarwal Market,
Vile Parle, (East), Mumbai-400 057
D-35 STR/V/C.R. 108/105/05/1989-92

INDIA
STAMP DUTY MAHARASHTRA
R. 0000100/- PB5503
JAN 18 2014
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03463

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M/s. SAKET INFRAPROJECTS PVT. LTD. a Company incorporated under the Company Act 1956, having its registered office at 308, the Chambers Services Road, Next to Golden swan Club, Off. Western Express highway, Vile Parle (East), Mumbai 400 057 through its representative Director **Mr. Vishal Wadhawan** hereinafter for brevity's sake referred to as "**SAKET**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its Directors, successors and assigns including its Affiliates, Group Entities or Subsidiaries) of the **SECOND PART.**

AND

M/S. RELCON INFRAPROJECTS LTD., a Company incorporated under the provisions of Indian Companies Act, 1913, having its registered office address at 105-C, Shyam Kamal, Agarwal Market, Vile Parle (East), Mumbai 400 057, through its representative Director **Mr. Rakesh P. Shah** hereinafter for brevity's sake referred to as "**RELCON**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its Directors, successors and assigns including its Affiliates, Group Entities or Subsidiaries) of the **THIRD PART.**

For the sake of brevity all the parties to this agreement shall be jointly referred to as "**said parties**" and severally as "**Licensor/ Land Owner**", **SAKET, RELCON, respectively,** as the case may be.




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**WHEREAS :**


1) **Shri. Lalit Nagpal** (party of the first part) is the owner of and is well and sufficiently seized and possessed of all that piece and parcel of land/ ground admeasuring 5000 sq. mtrs. or thereabouts bearing C.T.S. No.74, 74/6, 74/7 and 80 now, CTS No. 74A/3C of Village Deonar, Taluka Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and situated at Govandi, Mumbai 400 088 together with 4 (four) structures standing thereon and delineated on the plan thereof annexed hereto and thereon shown surrounded by Red colour boundary line and more particularly described in the **First Schedule** hereunder written (**hereinafter referred to as "the said larger property"**). The said larger property falls under **Industrial Zone- II** as per Development plans and remarks issued by Municipal Corporation of Greater Mumbai (MCGM).

2) By Leave and License agreement dated 01/12/2010 entered between the Land Owner herein, therein referred to as "**Licensor**" of the first part and **M/s. SAKET INFRAPROJECTS PVT. LTD.**, therein referred to as "**Licensee**" of the Second part, the said land owner granted License to use and occupy the portion out the said larger property being premises admeasuring approx 25000 sq. ft. carpet (open land area) as per the

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Leave and License Agreement and as per requirements, apart from the existing 25,000 sqft, an additional 25,000 sq. ft has been granted thus totaling to approx 50,000 sq. ft, located on the East side of the said larger property more particularly described in the First Schedule hereunder written with the right to use and occupy the open space admeasuring 50000 sq. ft. carpet area of the said land for setting up and running of RMC (Ready Mix concrete Plant), storing the aggregates, cement, admixture required for manufacturing RMC & for that purpose also allowing the licensee to park transit mixer vehicles during the course of the said business as shown delineated on the plan annexed hereto as **Annexure - I** and thereon shown surrounded by Green colour boundary line and more particularly described in the **Second Schedule** hereunder written (**hereinafter referred to as "the licensed premises"**) on the terms and conditions and for the license fees/compensation as more particularly stated therein.

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- 3) By virtue of said License agreement, SAKET had set up its RMC plant and is carrying on a business of Manufacturing & Marketing of Ready Mix Concrete (RMC), storage and maintenance of Piling Rigs & other related businesses incidental to construction activities (**hereinafter referred to as "the said business"**) on the said Licensed premises. Pursuant to said business SAKET has also obtained all the required Government, Municipal, Revenue Departments/Authorities
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permissions, Licenses, approvals, NOC's etc. as specifically listed hereunder and copies whereof are collectively marked and annexed herewith as "Annexure - II".

4) The said License agreement is determined on 30/11/2013, which had an option to renew the license term for further period with the consent of the Licensor and as mutually decided between the parties therein. However due to varied reasons and based on mutual understanding between RELCON and SAKET, SAKET, SAKET is operating the said plant with permissions upto 15/01/2014 and intends to assign the said operational work of RMC plant, its commercial activities in existence along with all its existing machinery, equipments, permissions, approvals to M/S. RELCON INFRAPROJECTS LTD, which is a Company, also engaged in the business of production and manufacturing of Ready Mix concrete and other activities related to construction industry with effect from 16/01/2014 with consent and NOC of the Licensor.

5) M/S. RELCON INFRAPROJECTS LTD. intends to take over and operate the total operational work and all commercial activities along with all machineries, equipments from the SAKET. Since all the existing permissions, Licenses and approvals with respect to said business are in the name of the SAKET, RELCON and SAKET approached the Licensor to grant its NOC and consent to extend/renew the existing license in the

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name of SAKET and RELCON on the terms and conditions hereinafter appearing.



6) As SAKET intends to handover the existing work of said business, it was proposed that license fees/compensation with respect of the said licensed premises will be solely paid and discharged by the RELCON only. Further with respect to machinery and equipments it was agreed that the same shall as per the terms and conditions agreed between the SAKET and RELCON without any liability thereof on the Licensor or on the Licensed premises.

7) The Licensor has agreed and consented and have granted its NOC for the same. Accordingly pursuant to the negotiation held between the parties hereto, Licensor hereby agree to grant license to use and occupy the said licensed premises more particularly described in the second schedule hereunder for further period of 22 months from 16/01/2014 to 15/11/2015 (both days inclusive) with an option to renew for another 3 years as may be mutually decided as per the terms and conditions hereinafter appearing.



NOW THIS AGREEMENT WITNESSETH AS IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1) The Licensor shall by this leave and license Agreement hereby grants/extend/renew license to use and occupy the said licensed premises admeasuring approx 50000

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sq. ft. carpet area (open land area) located on the East side of the said larger property more particularly described in the First Schedule hereunder written with the right to use and occupy the open space admeasuring 50000 sq.ft. carpet area of the said land bearing C.T.S. No.74, 74/6, 74/7 and 80 now CTS no. 74A/3C of Village Deonar, Taluka Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated at Govandi, Mumbai 400 088 for setting up of RMC (Ready Mix concrete Plant), storing the aggregates, cement, admixture required for manufacturing RMC & for that purpose also allowing the licensee to park transit mixer vehicles during the course of the said business as shown delineated on the plan annexed hereto as **Annexure - I** and thereon shown surrounded by Green colour boundary line and more particularly described in the Second Schedule hereunder written (**hereinabove and hereinafter referred to as "the licensed premises"**) and more particularly described in the second schedule hereunder written for the period of **22 months commencing on and from 16/01/2014 to 15/11/2015 (both days inclusive)** with an option to renew for another 3 years or as may be mutually decided.

2) For the use of said licensed premises aforesaid, during the period of 22 months commencing from the date hereof, RELCON will pay to the Licensor a sum of **Rs.4,65,000/- (Rupees Four Lakhs Sixty Five Thousand Only)** (exclusive of service tax) per month



by post dated cheques, towards license fees/compensation. The said license fee shall be payable on **5th day of every English Calendar month** for which it is due. The time for payment of the license fee payable in respect of the Licensed Premises is the essence of the contract. If however the license fee is not paid within the stipulated period or there is any delay in payment of the license fee either in full or in part the Licensors shall be entitled to recover interest on the said license fee @ 18% p.a. from the due date till the actual payment thereof. This liability of paying the License fees by RELCON to the Licensor will begin from 16th January 2014, when RELCON will start the Plant. Before this period the liability of payment will rest with SAKET.



- 3) After the expiry of the every 11 months there will be a maximum hike of 5% in the License Fee over and above the present License Fee.

Period	License Fee
16 th Jan 2014 to 15 th Dec 2014	Rs. 4,65,000/-
16 th Dec 2014 to 15 th Nov 2015	Rs. 4,88,250/-
16 th Nov 2015 to 15 th Oct 2016	Rs. 5,12,663/-
16 th Oct 2016 to 15 th Sept 2017	Rs. 5,38,296/-
16 th Sept 2017 to 15 th July 2018	Rs. 5,65,211/-

- 4) RELCON has on the execution of this Agreement deposited with the Licensor a sum of **Rs. 20,00,000/- (Rupees Twenty Lakhs Only)** as interest free security deposit which amount shall be refunded by the



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Licensor to the RELCON on termination of this agreement whether by efflux of time or sooner determination as the case may be. The payment and receipt whereof the Licensor hereby admits, accepts and acknowledge and duly discharge the RELCON from liability thereof.

- 5) The Licensor has granted this license for use and occupation of the said license premises without any liability towards existing ongoing business and/or commercial activities. The Licensor have no objection for the conducting/carrying on the said business by RELCON by using/taking over total operation work by SAKET. The license for land premises is granted on **'AS IS WHERE IS BASIS'**. The Licensor shall have no objection for carrying the said business by RELCON from the said license premises.
- 6) The Licensor has agreed to charge an amount equivalent to half the license fees for the two months, during which RELCON may remove the existing set up and go for entirely new arrangement as regards the layout, the RMC Plant, the type and number of Silos, the Office layout and structure. The Licensor and SAKET have no objection to RELCON carrying out the structural changes including casting new foundations for the New Plant and to construct new office space for accommodating Stores, Laboratory, and Production Cell etc. The Licensor and SAKET have no objection If RELCON renews the existing permissions more explicitly described in the **Annexure**





II from SAKET name to RELCON name.


7) In the premises aforesaid it is further agreed that SAKET shall give and assign to the RELCON all operations and maintenance, Ready Mix Concrete plant together with all the structures and equipments as mentioned in the **Annexure III** and shall hand over all its machinery, equipments along with all existing permissions approvals to RELCON to run and continue the said business from the said licensed premises at the cost, charges of the RELCON by using existing permission in the name of the SAKET. SAKET shall not carry out any business or commercial activities from the said premises. For this purpose SAKET shall surrender its excise Number to enable the RELCON to apply for the same and to carry on the commercial activities from the said licensed premises.

8) In consideration of SAKET hiring all its machinery, equipments, permissions and assigning the said business to the RELCON, the RELCON have agreed to pay to the SAKET as under;

(a) For the use of the machinery, equipments, permissions as aforesaid, RELCON shall pay to SAKET, monthly rent **Rs. 3,75,000/- (Rupees Three Lakhs Seventy Five Thousand Only)** plus Service Tax, payable after the end of month by way of Cheque. This arrangement will start from 16th January 2014. For usage of services in January,



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RELCON will pay an amount equal to half the amount as mentioned above towards the hire charges.

- 9) RELCON do hereby commit that they will operate the Plant along with the ancillary equipments like Loader, Conveyor belt and D G Set and produce RMC, by using the raw materials. For doing this SAKET will provide the equipments such as the Batching Plant, Silos, Testing laboratory, and all other ancillary equipments and structures more explicitly explained in **Annexure III** for the duration of this agreement as aforesaid.
- 10) RELCON shall be entitled to deduct tax at source (TDS) on the aforesaid amounts of fees/compensation payable to Licensor for licensed premises and payable to SAKET as aforesaid in accordance with the provisions of the income Tax Act, 1961 as applicable from time to time and the respective parties shall promptly and regularly furnish the tax deduction certificates in respect thereof.
- 11) SAKET will be solely responsible to arrange for all the permissions, approvals, NOC' s required to carry on said business, however it is agreed that all subsequent renewal of permissions, licenses etc. will be done by RELCON at its own cost and charges. For the said purpose SAKET shall sign, execute all writings and give its consent and co-operation to the RELCON. SAKET will cooperate as regards the signing of any documents etc required to renew the said permissions. SAKET will




indemnify the RELCON for getting the renewal of the lapsed permissions, in the interest of operating the Plant by RELCON. Further once the permissions in the name of SAKET expire, the subsequent permissions will be renewed in the name of RELCON For which Licensor and SAKET shall fully co-operate.



- 12) The existing RMC Plant is registered and approved by Municipal Corporation of Greater Mumbai ("**MCGM**") for the supply of RMC to MCGM works. SAKET hereby agrees and undertake and confirms that they have NO OBJECTION to obtain REGISTRATION/APPROVAL of said plant in the name of RELCON.
- 13) During the Licensed Period, RELCON shall be liable to bear and pay actual (as to meter readings) to the service provider charges for electricity consumed by RELCON at the Licensed property. All the bills or amounts pertaining to the prior period will have to be cleared by the Licensor /SAKET. The liability of paying these charges will start from 16th January 2014, before which SAKET will bear the liability. RELCON shall, within the relevant due dates, pay all charges at actual for telephone connection, security guards, water bills and the electricity consumed by the RELCON in the Licensed Premises according to the reading of meters either separately or common provided for the Licensed Premises by the Licensor. Penalty, if any due to delayed payment shall also be borne and paid by RELCON. RELCON also undertakes to present a copy of the paid

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bills to the Licensor every month. RELCON also confirms that at the time of expiry or earlier termination of the license as the case may be RELCON shall pay for the period between the last paid bill & till the period RELCON has used the premises although RELCON may have left/vacated the licensed premises before the bill is received by the Licensor.

- 14) The Licensor has represented that security agency/guards have been appointed by him for providing security for the larger property. However, RELCON shall independently be entitled to appoint its own security agency for providing security to the licensed premises. It is hereby agreed by and between the parties hereto that neither the Licensor nor the security agency/guards appointed by the Licensor shall be held responsible for such theft, loss, damage or destruction of any property of RELCON lying in the Licensed Premises. RELCON may at its cost insure its own articles goods and machinery in the Licensed Premises
- 15) The Licensor shall be liable to bear and pay the Municipal taxes/Grampanchayat Taxes, Cesses, levies, dues, duties in respect of, and/or relating to the Licensed premises which are levied and/or imposed at present and all increases therein respect of and/or relating to the Licensed premises. During the License period, the RELCON will bear the expenses towards the Permissions like MPCB, Factory License, etc which have




lapsed and require renewal as required to Operate the Plant.



- 16) Over and above the normal property tax that may be levied on the Property, which will be entirely borne by the Licensor, the property tax over and above the same is levied by MCGM due to change in user of property for commercial activities the same will be shared between the Licensor and RELCON equally. All the other outgoings pertaining to the Land shall be borne entirely by the Licensor, if any.
- 17) This Agreement constitutes a mere license of the licensed premises/property and nothing contained herein constitutes or creates or shall be deemed to constitute or create any easement, tenancy, sub-tenancy or any other right, title or interest in, to and upon the licensed premises/property in favor of the SAKET and/or RELCON as transferring any interest therein favor of the SAKET and/or RELCON other than the permissive right of use hereby granted. Nothing contained in this Agreement shall constitute a demise or letting of the Licensed property. Judicial possession of the Licensed property shall always remain with the Licensor, it being expressly understood and agreed by the parties hereto that the SAKET and/or RELCON shall not at any time be entitled to claim and shall not claim, exclusive possession of the Licensed property or any part or portion thereof or any right, title or interest in or to the same except that of as a bare License. The licensor or their authorized agents



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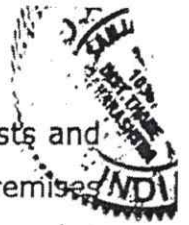


shall have an unfettered right and shall be entitled at all times, by giving 24 hours prior notice to RELCON to enter upon the Licensed premises/property to inspect the condition thereon.

18) It is agreed between the parties that-

- a) RELCON shall not assign or create sub-license in respect of the Licensed Premises or any part thereof to a third person. This license is personal to RELCON and RELCON shall not assign the same nor shall RELCON transfer the benefit of this Agreement to any other person or party or part with the charge or use or occupation of the Licensed Premises or any part thereof or induct any third party therein or any part thereof;
- b) RELCON shall not store or bring upon the Licensed Premises any articles banned by the Government or any hazardous or inflammable articles or articles of a combustible, inflammable or dangerous nature. (Save and except those required by RELCON to run its business from the Licensed Premises at the sole responsibility of RELCON. RELCON undertakes to take a valid Government license or explosive license if required at his costs and expenses and indemnifies the Licensor against any accident or incident caused due to the above hazardous or inflammable articles.)






- c) RELCON shall repair and restore, at its own costs and risks, common areas of the licensed premises damaged or defaced in any manner whatsoever due to any act, deed, matter or thing directly attributable to RELCON or its employees or customers or visitors or agents;
- d) RELCON shall comply with and satisfy all rules, regulations and bye-laws from time to time in so far as the same shall or may apply to the extent of the use of the Licensed Premises or any part thereof for conduct of RELCON'S business and shall not knowingly do or cause to be done any act or deed whereby the right, title and interest of the Licensors in the Licensed Premises may be prejudiced and/or which may result in expiry/termination/revocation of the Licensors' right, title and interest in the Licensed Premises;
- e) It is hereby distinctly agreed by and between the parties hereto that the license granted to RELCON shall be deemed to have been determined without any act of the parties on the day preceding the day of RELCON sending or making any notice or writing or making any application to any court seeking any purported protection under the Maharashtra Rent Control Act, 1999 or seeking fixation of standard rent or fees or otherwise making any application to any court seeking protection of Maharashtra Rent Control Act, 1999 applicable only to lawful tenant it being



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expressly agreed, understood and accepted by RELCON that no tenancy or other rights are being or have been created in favour of RELCON;

- f) The Licensor may at their absolute discretion and in such manner as they may deem fit sell, transfer, mortgage, create any charge, discount the benefit of this Agreement or otherwise dispose off the Licensed Premises or their right title and interest therein or any portion thereof at any time without any consent of RELCON written or otherwise. Provided that such sale, transfer, mortgage, charge or alienation of the Licensed Premises shall not prejudice the rights of RELCON under this License and in the event of such transfer or disposal, the Licensor hereby agrees and undertakes to obtain an acknowledgement in writing from the transferee recognizing RELCON as RELCON of the Licensed Premises for the remaining period of this Agreement on the terms and conditions contained in this Agreement.
- g) The Licensor hereby warrants and represents to the RELCON as to allow; (a) that the Licensor is the absolute and sole and exclusive owner of the Licensed property free from all encumbrances third party rights/claims;
- h) that there are no notifications, suits, actions on proceedings, filed or pending in any Courts of Law or before any judicial or quasi-judicial bodies/authorities




(whether civil, criminal, municipal/Grampanchayat or revenue in nature), which may affect or touch Licensed property and/or which may affect the license granted herein to RELCON and/or RELCON's use of the Licensed property for the entire duration of the leave and license;

- i) The licensor is entitled to grant the leave and license herein without any hindrance whatsoever and without having to obtain the consent / concurrence of any person / parties.
- j) All outgoings, maintenance charges, property rates and taxes and other statutory and non-statutory imposition levied or charged in respect of the licensed property have been duly and fully paid up to date, by the Licensor and will be the sole responsibility of the Licensor, upto the completion of the Leave and License Agreement.
- k) RELCON shall during the licensed period have unfettered and unobstructed right to pass and re-pass its trucks and vehicles whether laden or unladen at all times of the day and on all days of the week (24/7) over and along the said access road (shown shaded green on the plan hereto annexed).
- 19) Nothing herein contained shall be construed as creating any right, interest, easement, tenancy or sub-tenancy in favour of RELCON in or over or upon the Licensed



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Premises or transferring any interest therein in favour of RELCON other than the permissive right of use hereby granted. It is the express real and true intention of all the parties hereto that this Agreement shall be a mere license and there is no intention on the part of either party to create a tenancy of the Licensed Premises in favour of RELCON and RELCON has expressly assured and represented to the Licensors and hereby confirms that this Agreement is a bare license and that RELCON has no intention of claiming and will not at anytime claim tenancy rights in the Licensed Premises. RELCON further agrees that it is not entitled to and undertakes to the Licensors that neither it nor any one on its behalf will claim protection of Maharashtra Rent Control Act, 1999 or any statutory modifications or re-enactment thereof or of any similar law.

- 20) RELCON shall indemnify and keep indemnified the Licensors against all losses, claims, demands, actions, duties, penalties, prosecutions, actions, suits, proceedings, damages, costs, liabilities, expenses or payments of any nature whatsoever arising in any way as a consequence of any breach default contravention non-observance or non-performance whatsoever by the RELCON of any terms, conditions, agreements, provisions, covenants, declarations and undertakings on the part of RELCON to be observed and performed including default or failure on the part of the RELCON to vacate and hand over charge of the Licensed Premises to the Licensors on the expiration or sooner



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determination of this Agreement. The liability of RELCON under this clause shall unconditionally and irrevocably be binding on all its successors and assigns.



21) RELCON shall be allowed to put up signboards or any other Instructional Boards within the said licensed premises. RELCON shall be at liberty to make fix or install temporary additional fittings or fixtures in the Licensed Premises including equipments, pipes, cables, shelves, screens, racks, sun blinds, partitions cabins, false ceiling, water and electric, telephone, sanitary and other installations and air conditioners, lights and fans and to remove the same. RELCON shall be entitled to carry out renovation or interior work in the Licensed Premises which shall be of temporary and non-structural nature;

22) It is hereby agreed by and between the parties hereto that either party shall be entitled to terminate this Agreement after giving 2 (two) months notice in writing. The Licensor will be entitled to terminate this Agreement prior to the expiry of its term of this Leave & License Agreement under the circumstances ^{only} if the RELCON fails to pay monthly license fee for two consecutive calendar months by the days herein appointed for payment as per the foregoing terms or commits any breach or non-performance of this Agreement.

23) RELCON shall be entitled to terminate the license in the event of fire, tempest, flood, earthquake or other irresistible force or act of God or cause beyond the



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control of licensor (and not attributable to RELCON) and/or in the event that RELCON is prohibited, prevented and/or obstructed from carrying on its business activities, in terms of this license, at and from the Licensed property by reason of any Order or Notice of any public, Municipal or Government body or authority, in which case RELCON shall be entitled to terminate this license on giving to the Licensor two month's notice in writing and then and in such event this Agreement shall forthwith come to an end and the Licensor shall refund the interest free Security Deposit in manner aforesaid.

24) On the expiry, or termination, or sooner or earlier determination of this license, RELCON shall remove itself and its officers, employees and servants using, the License premises and all its/their belongings, chattels, articles and things (hereinafter to as "the goods") from the licensed premises and vacate and hand over charge of the licensed premises to the Licensors. On such expiry, or termination, or sooner or earlier determination, RELCON and its officers, employees and servants shall be trespassers, and on its/their failure to leave the licensed premises the Licensors shall be entitled to remove it/them from the licensed premises, and also to prevent it/them from entering into the licensed premises.

25) On the expiry or sooner of the license ("the Due Date"), simultaneously with and against the Licensor refunding



to RELCON the interest-free refundable security deposits, after adjusting all outstanding together with interest for the delay and other sum deductible in accordance with this Agreement, RELCON will hand over the peaceful possession of the Licensed Land to the Licensor.

26) If RELCON is ready and willing to hand back and offers to hand back to the Licensor the Licensed premises, but the Licensor commits a default in refunding to the RELCON the amount of Security Deposit in accordance with the obligation of the Licensor above, THEN AND IN SUCH EVENT the Licensor shall be liable to pay and hereby agrees and covenants to pay to the RELCON interest at the rate of 18% (Eighteen percent) p. a on the said amount of security deposit, from the date of default to the date of repayment and the RELCON shall in the meantime, be entitled to continue to occupy the Licensed property on terms and conditions provided in this Agreement but free of charge, without payment of the license fee and/or other charges payable under this Agreement till such date of repayment and without being a trespasser.

27) The parties to this agreement shall indemnify and keep indemnified each other against all actions, suits and proceedings, and all cost, charges, expenses, loss or damage which may be incurred or suffered by the other party by reason of any breach, default, contravention,



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non-observance, or non-performance of any of the terms and conditions of this agreement.

28) The RELCON hereby undertakes to pay all the statutory dues like MVAT, EXCISE DUTY, LBT, and OCTROI which may have to be paid by the RELCON during supply of RMC to their various sites. Any Liability arising out of the Supply of RMC by the RELCON during the Tenure of License will be the Liability of RELCON only.

29) All the statutory liabilities, taxes, duties, cesses, levies that may be imposed prior to the date of execution of this agreement will be the liability of LICENSOR/SAKET as the case may be.

30) The stamp duty and registration fee payable on this License Agreement shall be borne and paid by ^{all} the parties equally. Each party shall bear and pay the professional fees of their legal advisors, advocates and solicitors. There shall be three original agreements each retained by all three parties (which shall be stamped and registered).

31) The Licensor shall not be responsible or liable for any loss of any kind, damage or destruction whatsoever of any property of the RELCON lying in / on the licensed property. The Licensor shall also not be responsible for any bodily injury to any person in/on the licensed property, for and from any cause whatsoever.

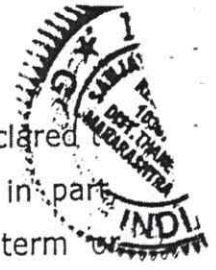


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32) If any term or provision of this Agreement is declared to be void, unenforceable or illegal in whole or in part under any enactment or rule or law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of remainder of this Agreement shall not be affected.

33) In the event of any dispute or difference arising by and between the parties out of this Agreement, the same shall be referred to arbitration of three Arbitrators, one to be appointed by each party and the arbitrators so appointed shall appoint a Fourth Arbitrator who shall act as the presiding Arbitrator. The Arbitrator shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 in force or any subsequent amendment or re-enactment thereof. All arbitration proceedings shall take place in Mumbai and the courts in Mumbai shall alone have the jurisdiction in the matter.

34) Failure to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition of this Agreement or the right to subsequently enforce such term or condition in the future. No waiver, by either Party, of any provision of this Agreement shall, in any event, become effective unless the same shall be in writing and such waiver shall be effective only in the specific instance described and for the purpose that the waiver is given.



W T P



If any part or any provision of this Agreement is or becomes illegal, invalid or unenforceable, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

36) All notices/correspondence between the parties hereto (and/or payments to be made by the Licensee to the licensors) shall be deemed to have been duly delivered / received if sent either by hand a written acknowledgement obtained thereof or by Resisted post A.D. at the following addresses

1] Land Owner/ Licensor:

MR.LALIT NAGPAL

Bungalow No. 36, Atur Park,
Sion Trombay Road,
Chembur, Mumbai 400 071

2] M/S.SAKET INFRAPROJECTS PVT. LTD.

308, the Chambers Services Road,
Next to Golden swan Club,
Off. Western Express highway,
Vile Parle (East), Mumbai 400 057.



Handwritten signature or mark.



3] RELCON INFRAPROJECTS LTD.

105/C, Shyam Kamal, Agarwal Market,
Vile Parle (E), Mumbai 400 057.

37) This Agreement shall be subject to the sole jurisdiction to the Courts at Mumbai alone and accordingly to the laws of India.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hand the day and year first herein above written.

THE FIRST SCHEUDLE ABOVE REFERRED TO

DESCRIPTION OF LARGER PROPERTY

All piece and parcel of land or ground admeasuring 5000 sq. mtrs. Or thereabouts bearing C.T.S. No.74, 74/6, 74/7 and 80 now 74A/3C of Village Deonar, Taluka Kurla in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with 4 (four) structures standing thereon and situated at Govandi, Mumbai 400 088 and bounded as under :

On or towards the North : By Railway Tracks

On or towards the South : By 30 feet Approach Road from
the Main 60 feet Road

On or towards the East : By M/s. Metal Box India Co. Ltd.

On or towards the West : By MCGM Plot



Handwritten signatures and initials are present at the bottom of the page, including a large 'V' and other scribbles.

THE SECOND SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF LICENSED PROPERTY

All that piece and parcel of portion of the open land admeasuring approx. 50,000 sq. ft. carpet located on the east side of the said larger property more particularly described in the First Schedule hereinabove.

SIGNED AND DELIVERED]

By the within named]

"Licensor/Land Owner]

SHRI. LALIT NAGPAL]

in the presence of;]



[Handwritten signature]



SIGNED, SEALED AND DELIVERED]

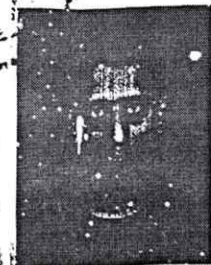
By M/s. SAKET INFRAPROJECTS] SAKET INFRAPROJECTS LTD

PVT. LTD. By hands of its Director,]

Mr. Vishal Wadhawan]

In the presence of;]

[Handwritten signature]
DIRECTOR



SIGNED, SEALED AND DELIVERED]

By RELCON INFRAPROJECTS LTD,]

By hands of its Director,]

Mr. Rakesh P. Shah]

In the presence of;]

For RELCON INFRAPROJECTS LTD.

[Handwritten signature]
DIRECTOR



BEFORE ME

[Handwritten signature]
23/01/14
SANJAY KUMAR CHAUBEY
ADVOCATE & NOTARY
GOVT. OF INDIA
Prasak Niwas Building, Sai Nagar,
Virar Road, Nallasopara (E), Thane
Mob. No. 9321351249

