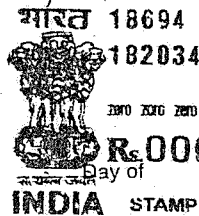


M/S Corning Technologies India Pvt Ltd
Worale
117782
Pune District Central
Co-op Bank Ltd.,
4.B.B.J Road Br.,
Pune-411 001.



D-5/STP(V)/C.R.1076/
01/07/1560-63/07
An AGREEMENT made at Pune this

BETWEEN

The MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (hereinafter called "The Supplier", which expression wherever the context so admit, shall include his successors and assigns) of one part AND (hereinafter called "The Consumer". The consumer shall disclose his full identify by disclosing his name and his corporate nature i.e. whether individual firm, corporation educational institution etc: which expression, wherever the context so admits, shall include his heirs, executor.

Administrators

is successor or successors in business and permitte passings of the other part.

Where as the request of the Consumer the Supplier has agreed to supply to the Consumer electrical energy for the purpose. The purpose for which power is required should be mentioned in specific details e.g. Flour Mill, Ginning & Pressing Factory, Vegetable Oil Factory, Spinning & Weaving Mill etc. of mfg of Electrical Fiber at the consumer's premises situate at P.Hu. D-237 Mroo Chale upon the terms and subject to the conditions hereinafter contained. Ph-II, Worale, Tal. Khed Dist Pune

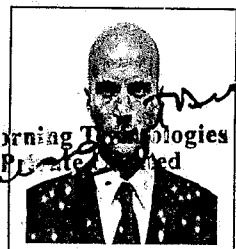
NOW THIS AGREEMENT WITNESSETH as follows

1. In this agreement unless the context otherwise requires:

- a) 'The act' shall mean the Indian Electricity Act, 2002, as amended from time to time or such other enactment governing the supply and use of electrical energy as may be in force from time to time. Definition
- b) 'The Rules' shall mean the rules and regulations for the time being in time to time force from under the Act.

2. a) Within a period of 15 days from the date of intimation from the Chief Engineer, Maharashtra State Electricity Dist. Co. (hereinafter referred to as the 'Chief Engineer' which expression shall include any other officer authorised of the Supplier to perform the function of the Superintending Engineer specified in this agreement and any other officer or officers authorised by the Chief/Superintending Engineer) that the Dist Co is in a position to commence supply and to make electrical energy available, the Consumers shall commence to take supply of the electrical energy under this agreement and the date of commencement of supply shall be the date of expiration of the said 15 days period or the date of actual commencement of supply whichever date as earlier and from such date consumer shall become liable to pay the Supplier the amount of minimum guarantee as hereinafter provided unless in the opinion of the Chief / Superintending Engineer the consumer is unable to commence to take supply for causes beyond his control in which event the date absolute discretions by a period not exceeding six months.

Commence-
ment of supply



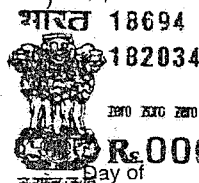
For Corning Technologies
India Private Limited

Authorised Signatory

- b) The date of commencement of supply to be fixed by the Chief Engineers shall not be earlier than the date indicated by the consumer at the time of original application for supply. The Consumer shall complete all the arrangements for receiving supply and make available suitable accommodation for housing the Supplier's equipment and apparatus as per clause 6 hereunder at least three months prior to the date initially indicated by the Consumer for taking supply. If the Supplier is ready in all respects to commence supply save in respect of any work or works remaining to be done on the Consumer's premises due to incomplete work the Consumer shall be liable to pay the amount of minimum

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M/s. Corning Technologies India Pvt. Ltd.
Pune District Central
Co-op Bank Ltd.,
4.B.B.J Road Br.,
Pune-411 001.



SPECIAL
ADHESIVE
MAR 09 2012

117782
D-5/STP(V)/C.R.1076/
01/07/1550-63/07
An AGREEMENT made at Pune this

Form 1-18

R.0000200/-PB6645

INDIA STAMP DUTY MAHARASHTRA

BETWEEN

The MAHARASHTRA STATE ELECTRICITY DISTRIBUTION COMPANY LTD. (hereinafter called "The Supplier", which expression wherever the context so admit, shall include his successors and assigns) of one part AND (hereinafter called "The Consumer". The consumer shall disclose his full identify by disclosing his name and his corporate nature i.e. whether individual firm, corporation educational institution etc. which expression, wherever the context so admits, shall include his heirs, executor.

Administrators

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Flour Mill, Ginning & Pressing Factory, Vegetable Oil Factory, Spinning & Weaving Mill etc. of mfg of Electrical Fiber at the consumer's premises situate at P.Hu. D-237 MPOC Chabun, Ph-II, Varule, Tal. Khed Dist. Pune upon the terms and subject to the conditions hereinafter contained.

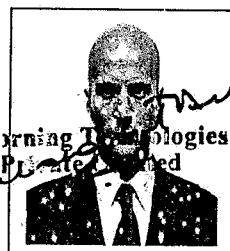
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2. a) Within a period of 15 days from the date of intimation from the Chief Engineer, Maharashtra State Electricity Dist. Co. (hereinafter referred to as the 'Chief Engineer' which expression shall include any other officer authorised of the Supplier to perform the function of the Superintending Engineer specified in this agreement and any other officer or officers authorised by the Chief/Superintending Engineer) that the Dist Co is in a position to commence supply and to make electrical energy available, the Consumers shall commence to take supply of the electrical energy under this agreement and the date of commencement of supply shall be the date of expiration of the said 15 days period or the date of actual commencement of supply whichever date as earlier and from such date consumer shall become liable to pay the Supplier the amount of minimum guarantee as hereinafter provided unless in the opinion of the Chief/Superintending Engineer the consumer is unable to commence to take supply for causes beyond his control in which event the date absolute discretions by a period not exceeding six months.

Commence-
ment of supply



For Corning Technologies India Private Limited

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- b) The date of commencement of supply to be fixed by the Chief Engineers shall not be earlier than the date indicated by the consumer at the time of original application for supply. The Consumer shall complete all the arrangements for receiving supply and make available suitable accommodation for housing the Supplier's equipment and apparatus as per clause 6 hereunder at least three months prior to the date initially indicated by the Consumer for taking supply. If the Supplier is ready in all respects to commence supply save in respect of any work or works remaining to be done on the Consumer's premises due to incomplete work the Consumer shall be liable to pay the amount of minimum

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guarantee as hereinafter provided as if the supply is actually commenced from the date of expiration of said notice of 15 days unless the Chief Engineer has granted any extension of time as provided in Sub-clause (a) above.

3. During the period of supply hereinafter mentioned, the Supplier shall supply to the Consumer and the Consumer shall take from the Supplier all the electrical energy required by the Consumer for the purpose hereinabove recited at the consumer's premises located at at above up to a maximum of 3000 Kw + 3000 KVA KW/KVA (hereinafter called the Connected Load / Contract demand) subject to be the provisions of clause 7 hereof.

Location & Demand

4. The supply of electrical energy to Consumers shall be in the form of three phase alternating current at a frequency of 50 cycles per second and pressure of 33000 volts, subject to the tolerance limits permitted by the Act.

System of Supply

5. a) The Point of delivery for the supply of electrical energy shall be as shown in Drawing No. _____ attached here to for the purpose of this Agreement maintenance by the Supplier of the electrical energy of the above stated voltage and frequency at the said point of delivery shall constitute the supply of electrical energy the supply shall be metered at the point of delivery on the H.T. side.

Point of Delivery

b) Where the metering is done on the low voltage side of supply either on the grounds of economy or account of non-availability of high voltage metering equipment or any other reason. The quantity of electricity consumed in any month on the high voltage side for billing purposes will be computed by adding 2% to the demand registered on the low tension side for determination of the billing demand & 5% to the consumption in units registered on the LT side to determine the consumption on the H.T. side of the transformer.

Metering on the L. T. side

6. The Consumer shall provide and continue to provide during the continuance of this agreement without any charge accommodation to be approved by the Chief Engineer for the housing of Supplier's equipment and apparatus necessary for the performance of this agreement. The Supplier shall be at liberty to bring upon the accommodations so provided at the Consumer's premises not only the cables required for the supply of electrical energy to the Consumer but also the cables, accessories and equipment necessary for giving connection to other Consumers through the cables and terminals situate on Consumer's premises, provided the supply to the Consumer shall in no way be interfered with or its continually jeopardised as a result of such action on the part of the Supplier.

Accommodation for supplier apparatus

7. a) The Consumer may from time request the Chief Superintending Engineer in writing for additional supply in excess of contract demand and the Supplier shall make such additional supply available within 10 days from the date of such written request, provided the Supplier has such additional electrical energy and the materials to make such additional electrical energy available for Supplier and provided further that having regard to the unexpired term of this agreement it would, in the opinion of the Chief Superintending Engineer, be economic to the Supplier to make such additional supply available to the Consumer.

Consumer's increased requirements

b) In the event of the Suppliers agreeing to make such additional supply available the consumer shall pay such amount subject to such terms and conditions as may be prescribed in clause 7 of the Board's conditions of supply.

c) If such additional supply is made available by the Supplier the Contract Demand specified in clause 3 hereof shall be increased to the same extent.

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[Signature]
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[Signature]
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9.

10.

11.

8. a) The consumer shall pay to the Supplier every month at the office of the chief Superintending Engineer or as may be otherwise required, charges including minimum charges mentioned in the Suppliers tariff schedule Mr. R. Chandra referred to hereinafter for the electrical energy supplied to the Consumer during the proceeding month at the tariff specified in the Suppliers standard tariff Schedule applicable to the class of service and in force from time to time. If during the currency of this agreement the tariffs are revised increased or decreased, such revised, increased or decreased tariffs including minimum charges from the date specified shall apply to the Consumer during and for the unexpired period of the present agreement. A copy of the tariff current Schedule applicable to this agreement is set out in the First Schedule attached hereto.

Charges for supply

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b) The tariff set out in the Scheduled does not include any tax, duty or other direct or indirect charges on electrical energy that may be payable in accordance with any law in force or which may increase the cost of production. Such charges will be payable by the Consumer in addition to the tariff charges.

9. a) In consideration of the special obligation assumed and / or investments made by the Supplier for the benefit of the Consumer, the Consumer hereby guarantees that total annual charges payable by him for the electrical energy consumed hereunder shall not be less than Rs. _____ on the monthly minimum charges payable under clause 8 whichever is more. Although the Consumer will be billed for actual energy consumed every month subject to the monthly minimum, the difference between the guaranteed minimum charges and the actual charges paid (if the same are less than the guaranteed minimum) by the Consumer for each 12 month's period shall on presentation of a bill therefor at the end of each 12 months, period be paid by the Consumer to the Supplier at the office of the Chief Superintending Engineer or as may be otherwise required within 15 days from the date of the bill.

Minimum guarantee

Provided that in the event of any increase in contract demand under clause 7 hereof, the amount of minimum guarantee stated above shall be liable to be adequately increase to such extent as may be determined by the Chief Superintending Engineer.

- b) The incidence of the coal adjustment clause shall be in addition to any minimum guarantee payable by the consumer.

10. a) Subject to the provisions of clause 12 hereof the period of supply under this agreement shall be minimum period of Two Years ending March / Sep. next after 2 years period from the date commencement of supply and from year to year thereafter etc. determinable by a six calendar months notice on other side expiring at the end of the said minimum period of Two years or at the end of the any such subsequent year and upon the expiration of any such notice this agreement shall determine, but without prejudice to the rights and liabilities of the parties in respect of any matter antecedent to such determination.

Period of Agreement

- b) This agreement for supply of electrical energy supersedes all previous contracts for supply of energy to the premises entered into and executed by the Supplier and consumer, namely:

11. If the event of the supply of electrical energy being discontinued by the Supplier in consequence of any breach or default on the part of the consumer entitling the Supplier so to do under the provisions of the Act and the Rules, the amount of charges for the electrical energy already supplied and all other moneys then payable under this

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agreement shall become due and recoverable forthwith provided always and it is hereby expressly agreed declared that during the period of such discontinuance the consumer shall continue to pay the minimum charges and minimum guarantee payable hereunder.

12.

If at any time during the continuance of this agreement the consumer shall:

- a) Being a limited company pass a resolution for winding up or be ordered to be wound up by a Court of competent jurisdiction and being an individual or individuals commit any act of insolvency commit or be adjudged insolvent.
- b) Execute or create any mortgage or other encumbrance on any property or asset of the consumer so as prejudicially affect the Supplier electric meter's plant apparatus and equipment at the consumer's premise or any part thereof or any right exercisable by the Supplier in connection with said electric meters, plant apparatus and equipment.
- c) Commit any branch of or fail to observe and perform any of the conditions and provisions contained in this agreement and on his part to be observed and performed, the Supplier shall be at liberty to terminate this agreement by giving seven day's notice to the Consumer and upon such termination the Consumer shall forthwith pay to their Supplier at the office of the Chief Superintending Engineer or as may be otherwise required all the moneys then due and payable under this agreement together with a future sum equal to the amount of the minimum guarantee for the unexpired minimum period of supply as and by way of liquidated damages.

Summary
termination of
Agreement

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India Private L

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13.

The Consumer shall not, without the previous consent in writing of the Supplier, assign, transfer or part with the benefit of this agreement nor shall the consumer in any manner part with or create any partial or separate interest in it.

Assignment or
Transfer of
Agreement

14.

a) Conditions and Miscellaneous Charges for supply of electrical energy of the Supplier for the time being in force and as amended by the Supplier from time to time as set out in the Second Schedule hereto shall be deemed to be part of the agreement and shall govern the parties hereto in so far as applicable. A copy of Current condition and Miscellaneous charges for supply is set out in the Schedule hereto.

Condition of
supply of the
board

b) Nothing contained in this agreement or any amendment therefore shall restrict any rights, obligations and discretion which the Supplier may derive under any legislation relating to the supply of electricity enacted during the period of this agreement.

15.

In all matters herein not specifically provided for the provision of the Act, and the rules for the time being in force thereunder shall apply the stamp duty on the agreement shall be borne by the Consumer.

Application of
India Electricity
Act, 2003 & the
Rules Stamp
duty

16.

The Marginal Notes do not form part of this agreement and shall not be referred to for the construction and interpretation thereof.

Marginal Notes

a) The Supplier shall take all reasonable precautions to ensure continuity of supply of power to the consumers and shall not be responsible for or liable to the Consumer for any loss to him or damages to his Plant and equipment due to interruptions in supply of power due to damage to the Supplier's plant and equipment for reasons including but not limited to war mutiny, riot earthquake, cyclone, tempest, strike, civil commotion, lock-out, lighting, fire, flood, accident or break-down or plant and machinery or causes beyond control of the Supplier. The Supplier shall give notice as early as possible of the probable duration of such interruptions is supply of power to the consumers.

Interruption in
Supply

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b) The consumer hereby agrees to the supply of electricity under this agreement being curtailed or staggered cut off altogether by the Supplier if the power position or any other emergency in the power system warrants such a course of action.

c) The Supplier shall always be entitled for reasons of testing or outages or maintenance on any other cause for efficient working of the undertaking to temporarily discontinue the supply for such period as may be necessary, subject always to adequate advance notice being given in this behalf, with the object of causing minimum inconvenience to the consumer.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year as written above.

Signed and delivered by Shri.

D.A. Koli
S.E.

On behalf of the Maharashtra State :

Electricity Dist. Co. Ltd. in the presence of :

- Name Shri. Patule A.S. ES
- Name Shri. Kule P.A. AS

Common Seal of _____

has been affixed hereto present to resolution of the Board of Directors of the Company the Consumer shall disclose his full identity by stating whether individual, firm, Corporation of Educational Institution passed at its meeting held.

On

22th day of Aug

In the presence of :

- Name of Director Mr. Rustom Jamshed Patel 1. Signature
- Name of Director _____ 2. Signature

Director of the Company who have set here

respective hands there to in the

Presence of :

- Name Mr. Surendra Palsingh Jodhi
- Name Mr. Ashish Badhekar

Counter signed by the Managing Agent

Name _____

Signature _____



For Corning Technologies
India Private Limited

For Corning Technologies
India Private Limited

Prasanna Desai
Authorised Signatory