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THIS LEASE made at Bombay, the 2nd day of July
 One thousand nine hundred and eighty between MAHARASHTRA
 INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation
 constituted under the Maharashtra Industrial Development Act,
 1961 (Mah. III of 1962) and having its principal Office at Orient
 House, Mangalore Street, Ballard Estate, Bombay 400 001,
 hereinafter called "the Lessor" (which expression shall, unless
 the context does not so submit, include its successors and assigns)
 of the One Part AND M/S. INDIAN DYESTUFF INDUSTRIES LTD.,
 a Company incorporated under the Companies Act VII of 1913 and
 having its Registered Office at Mafatlal Centre, Nariman Point,
 Bombay 400 021, hereinafter called "the Lessee" (which expression
 shall, unless the context does not so submit, include its successor
 or successors in business and permitted assigns) of the Other Part:

WHEREAS by an Agreement dated the 19th day of April
 1977 and made between the Lessor of the One Part and
 the Lessee of the Other Part the Lessor agreed to grant
 to the Lessee upon the performance and observance by
 the Lessee of the obligations and conditions contained in
 the said Agreement a Lease of the piece of land and premises
 hereinafter particularly described in the manner hereinafter
 mentioned;

Recitals



AND WHEREAS pursuant to the said Agreement the certi-
 ficate of completion thereby contemplated has been granted;

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AND WHEREAS for the purpose of Stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. 4095/- approximately per annum;

NOW THIS LEASE WITNESSETH as follows:-

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|---|--|
| <p>1. In consideration of the premises and of the sum of Rs. 23,45,600/- (Rupees Twenty three lakhs forty five 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 doth hereby demise unto the Lessee ALL that piece of land known as Plot No. D-16, in the Tarapur Industrial Area, within the village limits of Salwad and outside the Municipal limits, Taluka and Registration Sub-District Palghar, District and Registration District Thana, containing by admeasurement 1,56,367 Square Metres or thereabouts and more particularly described in the First Schedule hereunder written and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the 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 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 April, 1977 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.</p> | <p>Description
of
Land</p> |
| <p>2. The Lessee with intent to bind all persons into ^{who sever} whatso- ever hands the demised premises may come doth hereby covenant with the Lessor as follows:</p> | <p>Covenants
by the
Lessee</p> |



- (a) ✓ During the said term hereby created to pay unto the Lessor the said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions. ✓ To pay Rent
- (b) ✓ 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. ✓ To pay Rates and Taxes
- (c) ✓ Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor. ✓ To pay Fee or Service Charges
- (d) ✓ 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 buildings or for the purpose of executing any work pursuant to the terms of this Lease. ✓ Not to Excavate
- (e) ✓ Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjuncts thereto 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.
- (f) ✓ The Lessee having at its 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 conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial area (hereinafter referred to as "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). ✓ Access Road



- (g) The Lessee shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969 and the rules made thereunder as also with any condition which may, from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board constituted under the said Act, 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 Maharashtra Prevention of Water Pollution Act, 1969

- (h) 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

- (i) 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 Prevention of Water Pollution Board as provided in the said Building Regulations.

Plans to be submitted before Building

- (j) 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 consequences of the execution of the aforesaid works and also against all payments whatsoever which during the 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 herein contained.

Indemnity

- (k) The Lessee shall at his own costs and expenses fence the said plot of land during construction of building or buildings and other works.

Fencing during Construction



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- (l) 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 byelaws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon. To build according to Rule
- (m) To observe and conform to all rules, regulations and byelaws of the local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the 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 Engineer and shall not without the previous consent in writing of the Executive Engineer 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. Sanitati
- (n) 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 except with the previous approval in writing of the Executive Engineer. Alterati
- (o) 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 Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto. To repair
- (p) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen and others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the 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 to execute the repairs and upon failure to do so within a reasonable time the Lessor may execute them at the expense in all To enter and inspect



respects of the Lessee.

- (q) 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
- (r) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexures set out in the Third Schedule hereunder written and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards and shall duly comply with the directions which may from time to time be issued by the Maharashtra Prevention of Water Pollution Board with utmost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust, smoke, gas or otherwise howsoever. Us-er
- (s) 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 plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief Executive Officer 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 lay out 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. Insurance



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- (t) 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 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.
- (u) 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.
- (v) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the 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 Officer or persons on behalf of the Lessor as the Lessor shall from time to time require.
- (w) 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.
- (x) And in the event of the death of the permitted assigns or assignee the Lessee being natural 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.

Delivery of Possession after Expiration

Not to Assign

Assignments to be Registered with Lessor



To give preference in Employment of Labour

Notice in case of Death

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- 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 arrear 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). ✓ Recovery of Rent, Fees etc. as Land Revenue.

- 4. ✓ If the said rent hereby reserved or recurring fees of service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor 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 no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building, or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of 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 three months after the giving or leaving of such notice. ✓ Rent, Fees etc. in arrear

- 5. ✓ 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 peacefully 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 Tarapur 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



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7. 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 the expiration of the term hereby granted the Lessor shall and will at the cost and expense 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, provisions and stipulations hereinbefore contained except his covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct. Renewal of Lease
8. 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
9. The marginal notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof. Marginal notes

IN WITNESS WHEREOF *Shri* Shri Shankar Ganesh Kapre, the *Deputy* Secretary of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed thereto the day and year first abovewritten. *Assistant Secy*



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FIRST SCHEDULE
(Description of Land)

All that piece or parcel of land known as Plot No. D-16 in the Tarapur Industrial Area within the village limits of Salwad and outside the Municipal limits, Taluka and Registration Sub-district Palghar, District and Registration District Thana, containing by admeasurement 1, 56, 367 square metres or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say -

On or towards the north by Private Land ✓

On or towards the south by Road ✓

on or towards the east by MIDC and Estate Road ✓

On or towards the west by Salwad Road and Private Land ✓

SECOND SCHEDULE
(Building Regulations)

1. The total built up area shall not be more than a half of the total area of the plot; a strip of not less than five metres shall be left open to the sky on the periphery of the plot.
2. 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.
3. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the Officer authorised by the Lesser.
4. The Lessee shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of Water Pollution Act, 1969, as regards 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.



5. ✓ 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 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.
6. ✓ All survey boundary marks demarcating the boundaries of plot shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.
7. ✓ No temporary or semi permanent structure shall be built on the plot, except during the period of construction (or reconstruction in future).
8. ✓ The final working drawings to be submitted for the approval of the Lessor shall include:-
- 1) ✓ Plans, elevations and sections drawn to a scale of 1 cm to 1 metre.
 - ii) ✓ 4 cms. to 1 metre details when required
 - iii) ✓ Block plan drawn to a scale of 1 cm to 5 metres showing the layout with the proposed building shown coloured red therein.
 - iv) ✓ Any other details or particulars required by the Lessor.

✓ The above mentioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE
(List of Obnoxious Industries)



1. ✓ Fertiliser manufacture from organic materials, provided, however, that these 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 the compounding or manufacturing thereof.
2. ✓ Sulphurous, Sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
- 13/ ✓ 3. ✓ Ammonia manufacture,

4. ✓ Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.
5. ✓ Tar distillation or manufacture
6. ✓ Cement manufacture
7. ✓ Chlorine manufacture
8. ✓ Bleaching powder manufacture
9. ✓ Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. ✓ Manufacture or storage of explosive or fire-works
11. ✓ Fat rendering
12. ✓ Fat, tallow, grease or lard refining or manufacture.
13. ✓ Manufacture of explosives or inflammable products of Pyroxylin.
14. ✓ Pyroxylin manufacture
15. ✓ Dye-stuff and pigment manufacture
16. ✓ Turpentine, paints, varnish or size manufacture or refining.
17. ✓ Garbage, offal or dead animals reductions, dumping or incineration.
18. ✓ 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
26. 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 AND DELIVERED)
by Shri Shankar Ganesh Kapre, the)
^{Assistant Law Officer} Deputy Secretary of the withinnamed)
Maharashtra Industrial Development)
Corporation, in the presence of:-)



~~SHANKAR G. KAPRE~~
sd/-

(S. G. KAPRE)
Assistant Law Officer,
Maharashtra Industrial Development Corporation

(1) sd/-
(V. K. PATIL)

(2) sd/-
(V. R. HATKAR)

The Common Seal of the abovenamed)
Lessee M/s. INDIAN DYESTUFF)
INDUSTRIES LIMITED was pursuant)
to a Resolution of its Board of)
Directors passed in that behalf on)
the 13th day of April, 1977 affixed)
hereto in the presence of Shri)
J.G. Patel, a Director of the Company)
and countersigned by Shri P. A.)
Desai, Secretary, who in token of)
having affixed the Company's Seal)
hereto, have set their respective)
hands hereto, in the presence of —)



sd/-
~~J.G. PATEL~~

sd/-
~~P.A. DESAI~~ **TRUE COPY**



(1) sd/-

(2) sd/-
(V. R. HATKAR)

Patil
25.4.77
AREA MANAGER
REGIONAL OFFICE-I
M.I.D.C., THANE-400 604

TRUE COPY
sd/-

(S. G. KAPRE)
Assistant Law Officer,
Maharashtra Industrial Development Corporation

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