

Maharashtra Industrial Development Corporation

(A Government Of Maharashtra Undertaking)

Tel : +91-22-25820703 +91-22-25829539
Fax: +91-22-25821886
E-mail : rothane@midcindia.org

Regional Office, Thane
MIDC, Thane Region,
Office Complex Building, 1st Floor
Near Wagle Estate, Octroi Naka
THANE
400604

No. ROT/TRP/PLOT NO.T-13/

Date

To,
M/S.SEYA INDUSTRIES LIMITED,
PLOT NO.T-13,
MIDC,INDL.AREA,
BOISAR,
DIST-THANE.

- 1 APR 2013'

Subject : Plot No. T-13
From TARAPUR INDUSTRIAL AREA
Execution of Final Lease.

Sir,

The Final Lease in respect of the above said plot has been executed on 1 /04/2013. The Final Lease is to be presented to the Sub-Registrar for the purpose of registration within a specific time limit prescribed by the law viz. Within 4 months from the date of execution of documents. We would request you to lodge both copies of the Lease for the registration making.

- (1) The original returnable to you and
- (2) The duplicate to the
Regional Office, Thane
MIDC, Thane Region,
Office Complex Building, 1st Floor
Near Wagle Estate, Octroi Naka
THANE, 400604

- (3) Three Xerox copies of original documents of Lease on the ledger paper duly executed by yourself and MIDC, be submitted to the Sub-Registrar along with original document. Xerox copies should be prepared by inserting butter papers amongst all the pages of the documents.

The Government in the Revenue and forest Department by its Notification No. RGN. 1093/1470/ Cr.No.360/M-1, dated 18 November 1996 has exempted the undersigned from appearing before the Sub-Registration of Assurances for the purpose of registration of the Lease and such incidental documents. A copy of the Notification is attached herewith for handing over to the Sub-registrar of Assurances at the time of presenting documents for registration.

We would like to request you to intimate us the serial nos. and the date on which the documents have been lodged for registration with the Sub-Registrar of Assurances. Two Xerox copies of the receipt of the payment of the registration charges obtained by you from the Sub-Registrar of Assurances may be forwarded to us for record as proof of lodging the lease and its duplicate for registration.

We inform you that Income Tax Authorities have omitted section 230A of Income Tax Act 61 from the statute Book with effect from 01-06-2001 by Finance Act 2001. Therefore no question arises of issuing any certificate under the said section by the undersigned.

Before lodging the Lease for registration as above, you may keep certified true copies of the original documents for your record till you get the original documents duly registered. You may need the same for submitting to the financial institution when you decide to raise financial assistance for your unit.

Thanking you,

Yours faithfully



f. J.
174

REGIONAL OFFICER
MIDC, THANE

*** UNDERTAKING ***

(To be signed by the plot holders)

Date : /04/2013

**M/S.SEYA INUDSTRIES LIMITED,
PLOT NO.T-13,
MIDC,INDL.AREA,
BOISAR,
DIST-THANE.**

Do hereby undertake to lodge for registration the Lease and its duplicate executed on April 2013 in respect of PLOT No. T-13 in TARAPUR INDUSTRIAL AREA as required, by law within the stipulated period i.e. within four months from the date of execution making :

- a) The original returnable to us and
- b) The duplicate to the Office of the Regional Officer, MIDC,
**Regional Office, Thane
MIDC, Thane Region,
Office Complex Building, 1st Floor
Near Wagle Estate, Octroi Naka
THANE, 400 604**

and give intimation to the MIDC immediately thereafter.

If, as a result of our failure in lodging the lease and its duplicate for registration within the time limit prescribed by law or giving intimation thereof to MIDC in good time, any penalty is imposed, the entire penalty which will be imposed by the Sub-Registrar of Assurances, for loading the documents for registration or for the admission thereof will be paid by us. I/We also undertake that if the documents are not accepted for registration after the expiry of the period prescribed by the law, we shall be fully responsible for its consequences

Place : **THANE**
Dated : /04/2013



SEYA INDUSTRIES LTD.

A. S. Rajani

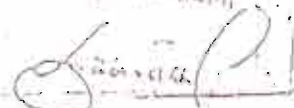
DIRECTOR



महाराष्ट्र राज्य सरकार,
मंत्रालय, मुंबई-४०००३२
दिनांक: १७.०८.२००२

पत्रांक: गी।सं। २००१/२२८/म.सं.८३/म.१. जी.पी.ओ. अधिनियम,
१९०८ (१९०८ चा (१)) हा महाराष्ट्र राज्यात लागू झाल्यापासून त्याच्या
खाली ८८ च्या जोड प्रावण (१) च्या खंड (३) अन्वयेने प्रत्येक जिल्ह्यात
जिल्हाधिकारी कार्यालय, महाराष्ट्र शासन याद्वारे संपूर्ण राज्यभर
महाराष्ट्र औद्योगिक विकास महामंडळ (महाराष्ट्र राज्याच्या अंतर्गत
उपखण) या विरुद्ध औद्योगिक क्षेत्र यांच्या पारदर्शकतेत
अधिका-याना" उक्ता धारा-८८ च्या प्रयोगनाथ विनियमित परीत अर्हा

महाराष्ट्राचे राज्यपाल यांच्या आदेशानुसार प्रभावाने

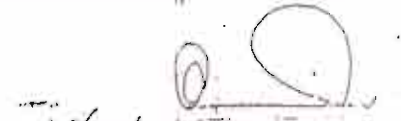

ज. बी. कुलकर्णी
कार्यालय अधिका(१)

NOTIFICATION

Revenue and Forests Department,
Mantaulaya, Mumbai - 400 032.
Dated the 17th August, 2002.

No. R.C.P. 2001/228/C.R. 83/M. 1. In
exercise of the powers conferred by clause (d)
sub-section (1) of section 88 of the
Regulation Act, 1908 (XVI of 1908), in its
application to the State of Maharashtra, the
Government of Maharashtra hereby specifies
holders, for the time being, of the offices
Area Managers of the Maharashtra
Social Development Corporation (a
Government of Maharashtra undertaking) and
Industrial Centres throughout the
State of Maharashtra, for the purposes of the
section 88.

By order and in the name of the
Government of Maharashtra,


A. E. Kulkarni
Desk Officer

(न. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मं.
Gen 113 me.

१ (१००० पाणी) - १ - २०१२ - १ - १०१२ - १ - (एन) २०१३

मूळ प्रत: [अपसंतांस्वीय]
ORIGINAL COPY [NON TRANSFERABLE]

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place: Palghar दिनांक/Date: 28/03/2013

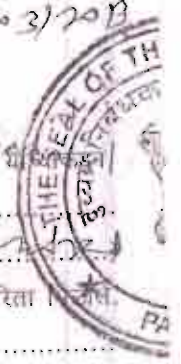
Received from: M/S. Sanya Industries Limited

रु./Rs. 500/- (रुपये/Rupers. Five hundred)

on account of: ...

पेक्षपाल व लेखापाल
Cashier or Accountant.

[Signature]
(सही/Signature)
Proper Officer
Sub Registrar Palghar
Dist Thane



17123
Chall No. 202
Dt: 28/03/2013

दस्तावेज प्रकार (Name of Document)	
दस्तावेज नंबर (Registration Details)	Registrable No./Registrator If Registrable Name of S.R.O. <i>Palghat</i>
दस्तावेज यूनिक आइड (Franking Unique No.)	19173
मिळवणीचे खासदार (Property Description in brief)	शेता म. गाव Tal S.R.No./C.T.S. No Area
आवक्याची रक्कम (Consideration Payment)	
मुद्रांक खरेदीदाराने द्यावा लागणारा मुद्रांक (Stamp Purchasers Receipt)	M/S. SEYA INDUSTRIES LTD.
दस्तावेज प्रकार (Name of the document)	
दस्तावेज आणणे (If through Name & Address)	
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.)	शब्दांत असे म्हणण्यात येईल in words.....
अधिकृत अधिकारीची पूर्ण स्वाक्षरी व छिदर (Authorised Person's full Signature & Seal)	<i>Amov</i> Proper Officer Sub Registrar Palghat Dist Thane

S.A. Rajani
A. S. Rajani

THIS LEASE made at Thane the 1st day of April Two Thousand Thirteen 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 Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (East), Mumbai-400 093 hereinafter called the "Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the First part; M/S.GOPI ORGANICS PVT.LTD., hereinafter called the Confirming Party of the Second Part and M/S. SEYA INDUSTRIES LIMITED a Company incorporated under the companies Act-1956, and having its register office at T-13, MIDC, Tarapur Industrial Area, Boisar, District Thane-401 506 hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Third Part.

Amov
1/4



S.A.R
Amov
1/4

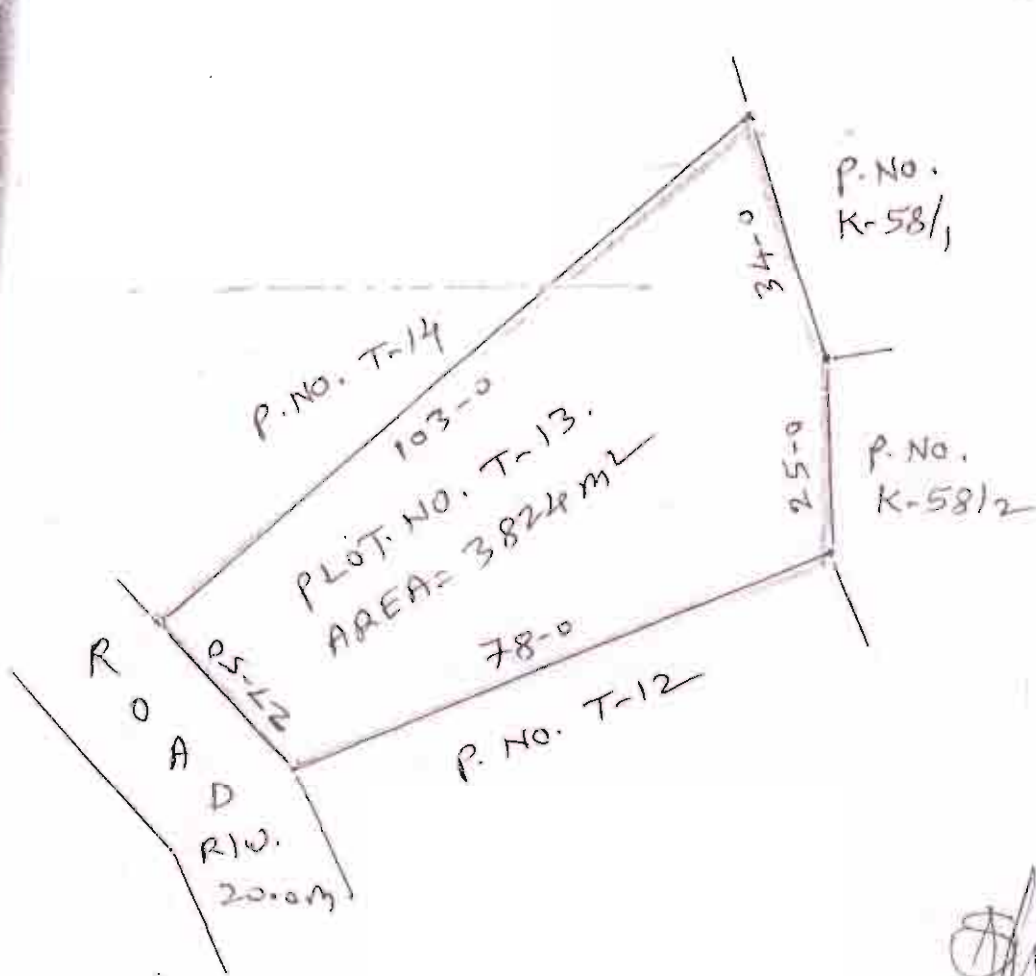
SUB REGISTRAR
PALGHAT
D:\FINANCIAL\NO.701526\25107
DATE 17/7/5
124908 MAR 26 2013
R0000500 P 01 052
INDIA STAMP DUTY MAHARASHTRA

Amov
Proper Officer
Sub Registrar Palghat
Dist Thane

TARAPUR INDUSTRIAL AREA

VILL: PAMTEMBHI TAL: PALGHAR... DIST: THANE

SCALE:- 1CM = 1000 MTRS



[Signature]
18-05-2013
SURVEYOR
MIDC R.O. THANE - (1)



SEYA INDUSTRIES LTD.

S. G. Rajani

DIRECTOR

[Signature]
17/4/13
REGIONAL OFFICER
REGIONAL OFFICE, M.I.D.C.,
THANE - 400 604.

Confirming Authority
GOPI ORGANICS PVT. LTD.

S. A. Rajani
DIRECTOR.

SEYA INDUSTRIES LTD.

REGD. OFFICE: T-14, TARAPUR INDUSTRIAL ESTETE, MIDC, BOISAR, THANE 401505

Annexure -II/IV
Undertaking

Date : 29.03.2013

To,
Regional Officer,
MIDC, Regional Office,
Thane-1

Sub: Tarapur Industrial Area, Plot : T/13, Execution of Agreement to Lease

Ref: Regional Office/Area Manager/Executive Engineer, MIDC, Thane
Letter No: ROT/TRP/Plot No: T-13/1209 date: 19.03.2013

Sir,

We have paid proper stamp duty as per our own calculations which is correct in all respects. If there is any shortfall in said stamp duty. We undertake to make it good without any delay upon intimation to us in that regard. We also understand that any short payment of stamp duty leads to levy of penalty.

Thanking you.

Yours Faithfully,

For M/s. SEYA INDUSTRIES LTD.

A. A. Ryan

AUTHORISED SIGNATORY

Copy to: The Joint Sub Registrar/ Sub Registrar



मूळ प्रत
ORIGINAL COPY

[अहस्तांतरणीय]
[NON TRANSFERABLE] 1717A

शासनास केलेल्या प्रदानाची पावती
RECEIPT FOR PAYMENT TO GOVERNMENT
Chau No. (209) (582 Palghar)
Dt - 28/03/2013

ठिकाण/Place Palghar दिनांक/Date 28/03/2013
M. S. Sanyal Industries Limited

Received from At Palghar
Rs. 360,200/- (रुपये/Rupees Three lakh
Sixty thousand and two hundred
on account of Salary only



रीजपाल व लेखापाल
Cashier or Accountant.

[Signature]
(सही/Signature)
Proper Officer
Sub Registrar Palghar
Dist Thane



दस्तावेज प्रकार (Name of Document)	Registrable Non-Registrable If Registrable Name of S.H.O. <i>Palghar</i>
दस्तावेज नुम्बर (Franking Unique No.)	171 <i>7</i>
निष्कलप वस्तुवर्णन (Property Description in brief)	श्री. गा. Village Tal S.R.No./C.T.S. No. Area
मोबदल मूल्य (Consideration Amount)	
मुद्राक खरीदनेवालेचे नाव (Stamp Purchaser's Name)	<i>M/S. Seya Industries Ltd</i>
दरमतील दुसऱ्या पक्षाचे नाव (Name of the other Party)	
दरमती जमल्यास नाव व पत्ता (If through Name & Address)	
मुद्राक शुल्काची रक्कम (Stamp Duty Amt.)	(दरमती in words <i>thousand two hundred</i>)
प्राधिकृत अधिकार्याची पूर्ण हस्ताक्षरे व शिक्का (Authorised Person's full Signature & Seal)	<i>[Signature]</i>

Proper Officer
Sub Registrar Palghar
Dist Thane

B.A. Rajani
P. G. Bhalu

THIS LEASE made at Thane the 1st day of April Two Thousand Thirteen 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 Udyog Sarathi, MIDC, Marol Industrial Area, Mahakali Caves Road, Andheri (East), Mumbai-400 093 hereinafter called the "Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the First part; M/S.GOPI ORGANICS PVT.LTD., hereinafter called the Confirming Party of the Second Part and M/S. SEYA INDUSTRIES LIMITED a Company incorporated under the companies Act-1956, and having its register office at T-13, MIDC, Tarapur Industrial Area, Boisar, District Thane-401 506 hereinafter called "the Lessee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) of the Third Part.

[Signature]
114



B.A.R
[Signature]

[Signature]
114

SUB REGISTRAR
PALGHAR
INDIA STAMP DUTY MAHARASHTRA
17172
165905
MAR 28 2013
R.0360240 #51052

[Signature]
Proper Officer
Sub Registrar Palghar
Dist Thane

WHEREAS by an Agreement dated the 23rd day of January 1991 and made between the Lessor of the one part and the **M/S.GOPI ORGANICS PVT.LTD.,** of the Other Part the Lessor agreed to grant to the **M/S.GOPI ORGANICS PVT.LTD.** on payment of Premium amounting to **Rupees 3,82,400/- (Rupees Three Lakhs Eighty Two Thousand Four Hundred Only)** upon the performance and observance by the **M/S.GOPI ORGANICS PVT.LTD.** of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned..

AND WHEREAS at the request of **M/S.GOPI ORGANICS PVT.LTD.** the Lessor granted its consent and permission to **M/S.GOPI ORGANICS PVT.LTD.** for the transfer and assignment of his interest under/ or of benefit of the Agreement to Lease 23rd day of January 1991 in respect of the **Plot No. T-13** in the **Tarapur Industrial Area** in favour of **M/S.SEYA INDUSTRIES LIMITED** on payment of the sum of **Rs. 8,62,400/- (Rupees Eight Lakhs Sixty Two Thousand Four Hundred Only)** on account of the Differential Premium vide order of the Lessor bearing No. **MIDC/RO/Tarapur/995, dated 7th day of March 2013.**

AND WHEREAS at the request of the **Confirming Party** and the Lessee the Lessor has agreed to grant to the Lessee a Lease of the piece of land and premises in the manner hereinafter mentioned.



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

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government revenue, the Lessors'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. 7,650/-** approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

1. In consideration of the premises and the sum of **Rupees 3,82,400/- (Rupees Three Lakhs Eighty Two Thousand Four Hundred Only)** and Plus sum of **Rs. 8,62,400/- (Rupees Eight Lakhs Sixty Two Thousand**

Description of Land.

S.A.R. 
 119

Four Hundred Only)towards Differential Premium i.e. Total an aggregate amount **Rs.12,44,800/- (Rupees Twelve Lakhs Forty Four Thousand Eight Hundred Only)** paid by the Confirming Party 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 and the Confirming party doth hereby confirm unto the Lessee all that piece of land known as **Plot No.T-13** in **Tarapur Industrial Area**, within the Village limits of **Pamthemi** outside the Municipal limits and Taluka & Registration Sub-District **Palghar**, and District & Registration District **Thane** containing by admeasurements **3824 Sq.mtrs.**, or thereabouts and more particularly described in the First Schedule hereunderwritten and shown surrounded by a red colored boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter 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 **February 1991** 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 function 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 1st day of January in each and every year."

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

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

Covenants by
the Lessee.

To pay rent.

S.A.R. 
 114

deduction.

(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 Maharashtra Industrial Development Act, 1961 or Rules framed there under in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at **Rs. 3824/-** approximately per annum.

To pay fee or service charges.

" All charges including rent, recurring fees, service charges due and payable by Lessee, if not paid within time limit, shall be recovered alongwith delayed payment charges at the rate prescribed by the Lessor from time to time"

d) The Lessee shall at his own expenses within a period of one year from the date hereof plant trees in periphery of the plot to be kept open sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created under these presents. At least one tree shall be planted per 200 sq.mtrs., and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

Planting of trees in the periphery of the plot.

(e) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel clay or earth there from 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.

(f) Not to erect any building, erection or structure except a compound wall and steps and garages and necessary adjunct 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.

(g) 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

Access Road.

S.A.R
206
11/14



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

(h) The Lessee shall duty comply with the provisions of the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the environment protection Act-1986 and amendment issued from time to time and the rules made thereunder as also with any condition which may, from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Acts, as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the provisions of water (Prevention and Control of Pollution) Act. 1974 and Air (Prevention and Control of Pollution) Act. 1981 and the environment protection Act-1986 and amendment issued from time to time

h-i) The Lessee shall have to become a member of Common Effluent Treatment Plant (CETP) established and to observe the criteria/rules and regulations prescribed for the disposal of affluent and produce the proof thereof to the Lessor.

(i) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the second schedule hereto.

To build as per Agreement.

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

Plans to be submitted before building.

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

Indemnity



S.A.R
114

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.

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

Fencing during construction.

(m) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality/Local Authority 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 rules.

(n) To observe and conform to all rules, regulations and bye-laws of the Municipality / 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 approval in writing of the Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such approval being given shall comply strictly with the terms thereof.

Sanitation.



(o) That no alterations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the demised premises or architectural feature thereof except with the previous approval in writing of the Executive Engineer and in accordance with the building Regulation as set out in the Second Schedule hereunder written.

Alteration.

(p) Throughout the said term at the Lessee 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

To repair .



S.A.R. 


building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

(q) To permit the Lessor or the Chief Executive Officer or the Executive Engineer, and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable time 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 to 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 Lessees 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.

To enter and inspect.

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



Nuisance.

(s) 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 annexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose not 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 Pollution Control Board Central Pollution control board and ministry of environment & forest Government 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.

User.

(t) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on demand to produce to the Chief

Insurance.

SAR 
 1/4



Executive Officer the policy of such insurance and the current year's receipt for the premium AND ALSO as often as any of the buildings, which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire to forthwith layout all the moneys which shall be received by virtue of any such insurance in rebuilding or repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Engineer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Executive Engineer, and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise had happened.

(u) At the expiration or sooner determination of the said term quietly to deliver upto 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 her 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 her self 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 leveled 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.

Delivery of possession after expiration.

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

Not to assign.

(w) If the Lessee with previous written consent from the Lessor shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee

Assignment to be registered with the Lessor.



S.A.R. *[Signature]*
[Signature] 114

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 person on behalf of the Lessor as the Lessor shall from time to time require.

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

To give preference in employment of Labour.

(x-1) While employing the skilled and unskilled labour he shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipment's/ machinery's used by the Lessee and the General qualification of the local labour.

(y) And in the event of the death of the lessee 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.

Notice in case of death.

(a) In the event the power requirement of the Lessee is more than 5MVA, the Lessee shall provide space within the demised premises of an area having a minimum size of 80x100 mtrs. and shall at its own costs construct the EHV-132/220 KV sub-station and for that purpose the Lessee shall plan the land requirement considering the land requirement of EHV sub-station.

EHV Sub- Station

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 together with interest thereon calculated at the rate **17.00** percent per annum for one year and at the rate of **17.50** percent per annum for period beyond one year or at the rate prescribed by the Lessor from the date of default until the payment 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. (a) If the said rent hereby reserved or recurring fees or service charges payable by the Lessees hereunder shall be in arrears for the space of thirty days whether the same shall

Rent, Fees etc., in arrear.



S.A.R. 
 1/4

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.

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 peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

Lessor's covenant for peaceful enjoyment.

6. The layout of the **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.

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

Renewal of Lease.

S.A.R. F.M.
26 119

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 this covenants for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

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.

Cost 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 SMT. FAROGH MUKADAM, the Regional Officer of 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 Confirming Party hath caused its Common Seal to be affixed hereto and Lessee hath caused its common seal to be affixed hereto the day and year first abovewritten.

FIRST SCHEDULE
(Description of Land)

All that piece of parcel of land known as **Plot No. T-13** in the **TARAPUR** Industrial Area, within the village limits of **PAMTEMBHI**, outside the Municipal limits in rural area and Taluka & Registration Sub- District **Paighar** District and Registration District **Thane** containing by admeasurements **3824** square metres or thereabouts and bounded by red coloured boundary line on the plan annexed hereto, that is to say:-


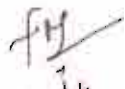
On or towards the North by : Plot No.T-14

On or towards the South by : Plot No.T-12 and R/W 20 mtrs.,

On or towards the East by : Plot No.K-58/1, K-58/2

On or towards the West by : Part of Plot No.T-14 R/W 20 mtrs.

SECOND SCHEDULE

B.A.R.  F.H. 
1/4

(Building Regulations)

- 1) The development control Rules of the Lessor shall be applicable for development of plot in this Industrial Area.
- 2) Periphery of the plot shall be utilized for purpose of planting trees. At least one tree shall be planted per 200 Sq. mtrs. and one tree at distance of 15 metres on frontage of road or part thereof but within the demised premises.
- 3) 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.
- 4) The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards the water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or Air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.
- 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 the Plots 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 the obligation suitably.

THIRD SCHEDULE

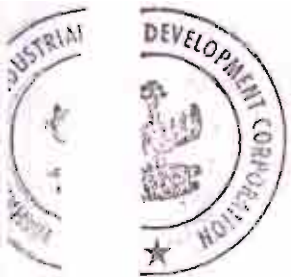
(List of Obnoxious Industries)

1. Fertiliser Manufacture from organic materials, provided however, that these provisions shall not apply to the manufacture of fertilisers from previously processed

S.A.R. f.H.
1/4

material 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.
3. Ammonia Manufacture.
4. Incineration, reduction or dumping of offal, dead animal 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 explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products or 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.



S.A.R. f.j.
114

SIGNED, SEALED & DELIVERED BY
SMT. FAROGH MUKADAM, THE REGIONAL
OFFICER, Thane of the withinnamed Lessor
MAHARASHTRA INDUSTRIAL
DEVELOPMENT CORPORATION.



F.H. 1/14
REGIONAL OFFICER
REGIONAL OFFICE, M.I.D.C.,
THANE - 400 604.

In the presence of :

1. Mrs. A.G. Mandape *A.Mandape*

2. Shri. Ashok Rajani *Ashok Rajani*

The Common Seal of the
abovenamed Confirming Party
M/S. GOPI ORGANICS PVT.LTD.,
was pursuant to a Resolution of its
Board of directors passed in that behalf
on the 7th day of January 2018 2019,
affixed hereto In the presence of



GOPI ORGANICS PVT. LTD.
S.A. Rajani
DIRECTOR.

Smt. Shalini Ashok Rajani

&

Shri _____

Directors of the Company who in taken of
Having affixed the company's seal Hereto, have
set their respective Hands hereto, in the
presence of

1. Pravin N. Gargam

2. Narendra Pandya *Narendra Pandya*



P.N.G.



The Common Seal of the
abovenamed Lessee

M/S. SEYA INDUSTRIES LIMITED,

was pursuant to a Resolution of its
Board of directors passed in that behalf
on the 12th day of November 2018 2019
affixed hereto In the presence of



Shri. Achok Ghomashyamdai Rajani

SEYA INDUSTRIES LTD.

D. B. Rajani

DIRECTOR

Director of the Company who in taken of
Having affixed the company's seal Hereto, has
set his hand hereto, in the
presence of



1. Navendra Pandya
2. Pravin N. Gajjar



Pravin N. Gajjar