TARADUR ZNDUSTRIAL AREM

VILL. PAMTEBHI TAL PALCHAR DIST: THANK

SCALE - 10 m- 10 mrRS PLOTNO- T- 14 R AREA-10,024.0m 1.40. 0 T. 13 P 82.52 R 0 A Regional infine, hi LD.C THANE-400 604. FOR SRIMAN ORGANIC CHEMICAL INDUSTRIES LTDS 26 Lym (K. G. SAWANT)

Regional Officer,

M. I. D. C. TRANS-400 604, MANAGING DIRECTOR For SRIMAN ORGANIC CHEMICAL INDUSTRIES LTD

Receipt No. 57510 Dh 28-597
No. AG/1046/92/3007
GENERAL STAMP OFFICE
Bombay. 28-5-19.97

RECEIVED from Daman Daggnic.

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Stamp Act 19-3 that the fall Stamp dity Rupees 3.855/RS. Thinky his thousand Fight hundred

PS. Thinky his instruments is chargeable has been plid.

THIS LEASE made at Thonk the day of June One thousand nine hundred and ninety three INDUSTRIAL DEVELOPMENT MAHARASHATRA CORPORATION, Corporation constituted under Maharashtra Development Act, 1961 (MAH, III of 1962) and having its Principal Office at Orient House, Adi Marzban Path, Ballard Estate, Bombay 400 03B, hereinafter called "the (which expression shall unless the context does not so admit, include its successors and assigns) of the One Part: AND MESSERS Sriman Organic Chemical Industries Limited, a Company incorporated under the provisions of the Companies Act 1956 and having its Registered Office at 710, Dalamai Tower, 211, Nariman Point, Bombay 400021, hereinafter called "the Lessee" (which expression shall unless the context does not so admit include its successor or successors in business and assigns) of the Other Part.

January 1991 and made between the Lessor of the One Part and doe M/s Sriman Organic Chemical Industries Private Ltd. of the Other Part the Lessor agreed to grant to the M/s Sriman Organic Chemical Industries Private Ltd. unon the performance and observance by the other M/s Sriman Organic Chemical Industries Private Ltd. obligation and

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Recitals

conditions contained in the said Agreement a Lease of the iece of land and cremises hereinafter particularly described in the manner hereinafter mentioned;

AND WHEREAS the name of the company was changed from M/s Sriman Organic Chemical Industries Private Ltd. with previous approval of the Central Government to M/s Sriman Organic Chemical Industries Limited as is evident from the certificate of change of name issued by the Additional Repistrar of Companies, Maharashtra State. on 12th day of April 1992.

Centering of Commission thereby entimistalens

the factory building and other structures agreed to be constructed by the Lessee on the said land is still in progress the Lessee has requested the Lessor to grant to the Lessee a lesse of the said land which the Lessor has agreed to be in the Lessee a lesse of the said land which the Lessor has agreed to the Lessee undertaking to conclete the said factory building and other structures on or before the 2nd day of February 1994 in all respects to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation, in charge of the said Industrial Area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the outles or functions of the said Elective Engineer. Maharashtra Industrial Development Corporation, may be assigned):

AND WHEREAS, for the purpose of stamp duty, recurring charges such as Government revenue, the cessor's share of cesses and the owner's share of muracular or village Fanchayat rates or taxes, which the resee has agreed to bear and pay under these presents withough by I we recoverable from the Lessor have been estimated at Hs. 20,050/- approximately per annum.



## NOW THIS LEASE WITNESSETH as follows:

In consideration of the premises and of the sum of 10,02,400/~ (Rubees Ten Lakhs Two Thousand Four Mundred 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. T-14 in the Tarapur Industrial Area, within the village limits of Pamtembh: and outside the limits of Municipal Council in mural area, Taluka and Registration Sub-District Palphar District and Registration District Thane containing by admeasurement 10,024 square meters or thereabouts and more particularly described in the First Schedule Tergunderwritten and shown surrounded by red colored boundary line on the plan annexed hereto together with the buildings and erections now or at any herminafter standing and being thereon AND TOGETHER with all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lesson all manes and minerals in and under the said land or any part thereof TO HOLD the land and oremises hereinbefore expresses to be hereby demised (hereinafter referred to as "the demised premises") winto the Lessee for the term of Minety Five years computed from the first day of February 1991 subject revertheless to the provision of Maharashtra land Revenue Code: 1966 and the nules thereunder PAYING THERETER year vouring the said term unto the Lesson at the Office of the Chief Executive Officer of the Lesson 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 number one; the Said Fent to be paid in advance without and deductions whatspever on or before the first day of Paradary in each and every year.

Description of Land.

2) The Lessee with intent to bind all persons into whitekespever hands the demised premises may come doth number coverant with the Lessor as follows:-

Covenants by the Lessee.





a) During the said term hereby created to pay unto the Lessor the said rent at the time on the days and in manner hereinbefore appointed for payment thereor clear of all deductions.

To pay rent.

b) To pay all existing and future taxes, rates, assessments and outgoing 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 or taxes.

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 Or Maharashtra under the Maharashtra Industrial Development Act 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor. which are at present estimated at Rs. 2,510/-approximately per annum.

To pay fees or service charges.

of February 1994 at its own expense and in substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications approved by the executive Engineer, in-charge of the said industrial Area and the Eurlding Regulations set out in Second Schedule bereunderwritten built and completely finish fit for occupation to the satisfaction of the Executive Engineer the said building and the other structures thereon at least 7511.75 square meters of built up area for the use as an industrial factory with all requisite drains and proper convenience thereto and shall obtain from the Executive Engineer a Building Completion Certificate to the effect.

Completion of factory building.

period of one year from the date hereof plant trees in the open space of the said land within the demised premises and shall maintain the trees so planted in apportunition throughout the term hereby created under these presents. At least one tree shall be planted from XX where meters and one tree at a distance of 15 meters on

Planting of trees in the periphary of the plot. the frontage of road or part thereof but within demised premises.

f) 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 building or for the purpose of executing any, work pursuant to the terms of this lease.

Not to

g) Not to erect any building erection or structure except the compound wall and steps and garages and necessary adjuncts there to 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.

h) The Lessee having at its own expenses 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 maintain. The same in good order and condition to the satisfaction of Executive Engineer. Maharashtra industrial Development Corporation, in charge of the said Industrial Area Chereinafter called "Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the Executive Engineer, Maharashtra Engineer. Plaharashtra Engineer Development Corporation, may be assigned.

Access Road.

of Water (Prevention and Control of pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and rules made thereunder as also with any condition which may, from time to time be imposed by Maharashtra Pollution Control Board Constituted under the Acts, as evaluable to the collection treatment and discosal/of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Lesson against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.

To comply with the provision of water (
Prevention and Control of Poliution) Act, 1974 and Air (
Prevention and Control of Poliution) Act, 1981.

Apr at which time during the period of this demise to erect any building, erection or structure on any portion of the set and except in accordance with the set

To build as per Agreement.

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uilding Regulation set out in the Second Schedule ereto.

That no building or erection to be erected Plans to be ise commenced Ciritiess 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 potained from the Maharashtra Pollution Control Board as provided in the said Building Regulations.

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1) To incemnify and keep indemnified the Lesson against any and all claims for damages which may be caused to any adjoining building or other premises by such building or in consequence of the execution of the aforesaid work and also against all payments whatsoever which during the progress of the work may become payable or to 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.

The Lessee shall at its own costs and expanses fence the said plot of land during construction of building or buildings and other works.

Fencing during. construction.

Both in the construction of any such building or eraction 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 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.

To observe and conform to all rules, regulations Samitation, and the laws 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 suffillent 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.

p) That no alterations or addition shall at any time be made to 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. .

Alterations.

q) Throughout the said term at the Lessee's expense well and substantially to repair pave, cleanse and keep in good and substantial repair and conditions (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 to and all fixtures and additions thereto.

To repair.

Difficer or the Executive Engineer and the Officers Surveyors. Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a weeks previous notice to enter into and upon the demised premises and to inspect the state of repair thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice in writing to the Lessee call upon it to execute the remains and upon its failure to do so within a reasonable time the Lesson may execute them at the expense in all respect of the Lessee.

To enter and

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

Nuisance.

t). To use demised premises only for the purpose of a factory but not for the purpose of a factory for any of

User.



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 nor for the purpose of any factory which may be obnoxious. Offensive by the 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-betime be issued by Maharashtra Pollution Control 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.

inclinance.

To keep the duriding 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 clinth) 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 a receipt for the premium AND ALSO as often as any of the buildings which are or shall be elected 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 repairing the premises destroyed or damaged under the direction and to the satisfaction of the Executive Enganeer AND whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or munricane or otherwise the cessee will reinstate and repair the same to the satisfaction of the Executive Engineer and will meventheless continue to pay the nent hereby reserved as if no such destruction or damage by fire, nurricane or otherwise had bappened.

at the equivation or somer determination of the said term outsite to deliver to to the lessor the demised premiums and all election and bunkdamps them standing or being thereon PACVIDED always that the Lessee Shaff be at fiberty it it shall mave paid the rent and all

possession atter expiration.



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 building, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver-up as aforesaid to the Lesson 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.

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 thunk 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.

Not to assign.

If the Lessee shall sell assign or part with the Assignments demised premises for the then residue of the said term to deliver at 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 Lesson such delivery to be made to the Chief

to be registered with . LPSSOF.

In employing skilled and unskilled labour. the LEASEL Shall give first preference to the persons who are able bodied and whose lands are acquired for the purpose of the said Industrial Area.

Executive Officer of to such other officer or person on behalf of the reson as the ressor shall from time to

> To give prefecence in emolovment of . Labour.

First in the event of the death of account the Committee water of assigns of the Lessee being a Matural person, meacrose, the person or persons to whom the title shall be transferred as heir or otherwise

Notice in case of death.

time ::@dd:re.

shall cause notice thereof to be given to the Lessor within three months from such death.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears 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. (a) If the said rent hereby reserved or recurring fees or service charges payable by the Lessee mereunder shall be in arrears for the space of thirty days whether the same shall have legally demanded or not or if whenever there shall be a breach of any of the covenants by the hereinbefore contained the Lessor may re-enter upon any part of the demised oremises 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 ocwer of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lesson 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.

foregoing provision in case the Lessee shall fail to complete the said factory building or other works agreed by the Lessee to be constructed on the demised pramises within the time of meants and in accordance with the stipulations perinablore contained (time in this respect peing the essence of the contract) or shall not proceed with the works with nor diligence or if the cessee shall commit be agit in payment to the cesser of the recurring

3. 10 DE

hereinabove provided or shall fail to observe any of the stipulations on its part herein contained then the lease shall determine and all erections, and material, plant and things upon the demiseo premises shall notwithstanding any provision to the contrary contained any agreement or understanding between the parties hereto belong and stand appropriated to the Lessor without making any compensation or allowance to the Lessee for the same without making any payment to the Lessee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Lessor against the Lessee.

- (ii) In the alternative but without prejudice to sub-clause (i) above the Lessor may permit the Lessee to continue the demised premises in the Lessee's occupation on payment of such additional premium as may be decided upon by the Lessor or and:
- sub-clauses (i) and (ii) the Lesson may direct removal or after (iii) of any bullions of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out the same from the cessee as an arrear of land revenue.
- have been brought upon the demised premises by or for the Lessee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the demised premises and no part thereof other than defective in improve material i removed for the purpose of being explains by proper material; shall be removed from the demised premises without the previous consent of the Chief Elecutive Officer of the Lesson until after the grant of the Consistion Centificate mentioned in clause I(d) percot.

5) The Lesson doth hereby covenant with the Lessee List file lessen paying the lent hereby memoryed as

Lessor's



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.

peaceful enjoyment.

6) The Layout of the Tarabur Industrial Area and the Building and other Regulations and covenant relating thereto other than the premises hereby demised may be altered by the Lessor from time to time as Lessor thinkfit and the Lessoe shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lesson.

Alteration of Estate Pules.

observed the covenant 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 term hereby granted the Lessor shall and will at the cost and expenses 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 Lessor and with novements, provides and stipulation hereinbefore contained except this covenant for renewal and except that the building and other requiations referred to 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 executions of the Leage and its chiplicate including the costs, charges and expenses of attributely of the Lessor shall be borne and paid by wholly and explusively by the Lessoe.

charges to be borne by the Lessee.

9) The marginal, notes do not form part of the Lease and shall out be referred to for construction or unterpretation thereof.

Marginal Notes

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IN WITNESS WHEREOF SHRI KAMLAKAR G. SAWANT the Regional Officer. Thank of the Maharashtra Industrial Development Corporation, has for and on behalf of Maharashtra Industrial Development Corporation, the Lesson abovenamed, 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 hereto the day and year first abovewritten.

## FIRST SOMEDULE (Description of Land)

All that piece or parcel of land known as Plot No. F-14 in the Tarabur Industrial Area, within the village limits of PAMTEMENI and outside the limits of Municipal Council in rural area, Taluka and Registration sub-District Palghar District and Registration District Thane containing by admeasurement 10,024 square meters on thereabouts and bounded by red coloured boundary line on the plan annexed hereto, that is to say:—

On or towards the North by Flot No. K-56.

On or towards the South by Estate Road.

On or towards the East by Plot No. T-13.

On or towards the West by Estate Road.

development of the Plots in Industrial Area.

## SECOND SCHEDULE (Building Regulations)

- 1. The Eurioung Regulations of A class Municipal Council or the Building Regulations of the respective Local Authority/Pianning Authority as amended from time to time will be Building Regulations applicable for
- 2. Periphery of the plot shall be utilised for the purpose of planting trees. At least one tree shall be planted ber it. Smalle meters and one tree at a distance of 15 meters at the frontage of road or part thereof. But within the Demised in Equipmes.

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- 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 unereof 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 plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.
- 7. Three sets of the specifications, plans, elevations and sections as approved by the Local Authority/ Planning Authority shall be submitted to the Executive Engineer for record and to enable him to grant no objection.

## THIRD SCHEDULE

List of Obnoxious Industries/

1. Fertiliser Planifacture from organic materials.

provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have monoxidus admits or names and which do not produce nominus



- exclours or fumes in the compounding or manufacturing thereof.
- Sulphurous, sulpuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.
- 3. Ammonia Manufacture.
- Incineration, reduction or dumping of offal, dead animal, garbage of refuse on a commercial basis.
- 5. Tar distillation or manufacture.
- Cement manufacture.
- 7. Chlorine manufacture.
- 8. Bleaching powder manufacture.
- Geletine 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 or explosives or inflammable products or pyroxylin.
- 14. Pyroxylin manufacture.
- 15. Dye-Stuff and pigment manufacture.
- Turpentine, paints, varnish or size manufacture or refining.
- Garbage, offal or dead animals reductions, dumping or incineration.
- 18. Stock-yard or slaughter of animals or fowls.
- 19. Tallow. Greate or land manufacture.
- 20. Taming, curing or storage of raw hides or skins.
- 21. Whoi bulling or scouring.
- 22. Yeast plant.
- 23. Paper and paper products.
- 24. Charcost.
- 25. Manufacture of Viscose Rayon.
- 26. In general those uses which may be concurred or offensive by reason of emission of odour, diquideffluvia, dust. Smoke, gas. house. Wibration or fire-hazards.



SIGNED, SEALED & DELIVERED BY SHRI KAMLAKAR B. SAWANT THE REGIONAL OFFICER, THANK of the within named Maharashtra Industrial Development Comporation in the presences

(RAG SAMEST) Regional Others.

The Common Seal of the above named Lessee MESSRS SRIMAN CRGANIC OFEMICAL INDUSTRIES LIMITED, was pursuant to a Resolution of its Board of Directors passed in behalf on the 22md day of June 1992 affixed hereto in presence of Str. Ashok. FOR SHIMAN ORGANIC CHEMICAL INDUSTRIES LTD.

ROBERT Prakash m.

For SRIMAN ORGANIC CHEMICAL INDUSTRIES L

Tou's ngh.

Directors, of the Сопралу who, in token of having affixed the Company's Seal

hereto, have set their respective hands hereto. In

the presence of :-

(G. PURUSHOTHAM)

Masalk ( P. L. ghosalka)

For SRIMAN ORGANIC CHEMICAL INDUSTRIES LTD.

Director