

103

Private Limited or Public Limited Concern



ORIGINAL

9 DEC 1996

To be used for Industrial Areas falling within the Local Authority i.e. Municipal Corporation / Councils / Planning Authority.



AN AGREEMENT made at Bombay,

the 14th day of March One thousand nine hundred and ninety five BETWEEN THE 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, Adi Marzban Path, Ballard Estate, Bombay-400 038, hereinafter called the "Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND

MESSRS. PEARSON DRUMS AND BARRELS PRIVATE LIMITED,

a Company incorporated under the ~~Indian Companies Act VII of 1913~~, Companies Act, 1956, and having its registered office at P-24, Kasba Industrial Estate, E.M. Bypass,

Calcutta-700078

hereinafter called "the Licensee" (which expression shall unless the context does not so admit include its successor or successors in business and permitted assigns) of the Other Part :

**Recitals.** WHEREAS, the Licensee has applied to the Grantor for grant to it of a lease of the land and premises hereinafter described which the Grantor has agreed to grant to it upon certain terms and conditions.

AND WHEREAS, before signing this Agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay (hereinafter called "the Chief Executive Officer"), the sum of Rs. 13,20,000/- (Rupees *Thirteen Lakhs*) being *Twenty thousand only* the amount of premium payable by the Licensee.

NOW IT IS HEREBY MUTUALLY AGREED as follows :

**Grant of Licence.** 1. During the period of *three* ~~two~~ years from the date hereof the Licensee shall have licence and authority only to enter upon piece of land described in the First Schedule hereunderwritten and delineated on the plan annexed hereto and thereon surrounded by a red-coloured boundary-line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to, the Licensee shall be deemed to be bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

**Not to demise.** 2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

**Submission of plans for approval.** 3. The Licensee hereby agree to observe and perform the following stipulations that is to say :—

(a) That it will within *36* months from the date hereof submit to 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 duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned) for his no objection to the specifications, plans, elevations, sections and details of the factory building approved by the Local Authority/Planning Authority, hereby agreed by the Licensee to be erected on the said land and the Licensee shall at its own cost produce the documents in support of the approvals obtained from the Local Authority/Planning Authority to the Executive Engineer and will supply him such details of the specifications, plans, elevations and details as approved by the Local Authority/Planning Authority in triplicate along with the documents in support of having obtained such approval and on receipt of the same, the Ex. Engineer shall issue no objection for development of land as per the aforesaid approvals, returning one copy of the plans duly signed by him.

(b) The said plot of land shall be fenced in during construction by the Licensee at their expense in every respect.

Fencing during construction.

(c) No work shall be commenced which infringes any of the conditions in the Second Schedule and until a no objection certificate is obtained from the Maharashtra Pollution Control Board provided further that even additions and alterations, if any also shall not be commenced without prior approval from the Local Authority/Planning Authority.

No work to begin until plans are approved.

(d) That it shall within a period ~~of one year from the date hereof commence, and within~~ a period of <sup>three</sup> two years from the said date at their own expense and in a substantial and workmanlike manner and with new and sound material and in compliance with all Municipal rules, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformity to the approval by the Local Authority/Planning Authority build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto.

Time limit for commencement and completion of construction work.

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees on the periphery of the said land (one tree per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents.

Planting of trees in the open space.



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Rates and Taxes.

(f) That it will pay all rates, taxes, charges, claims and out-goings chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Fees or Service Charges to be paid by the licensee.

(g) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may 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 Grantor and in default of such payment within thirty days from the date of service on the Licensee of a notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears of land revenue together with interest thereon at <sup>12.5</sup> per cent from the date of default in payment.

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Indemnity.

(h) That it will keep the Grantor indemnified against any act 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 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.

Sanitation.

(i) That it shall observe and conform to all rules, regulations and bye-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 shall provide sufficient latrine, accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the building on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

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

(j) The Licensee shall duly comply with the provisions of the Maharashtra (Prevention & Control of Pollution) Act 1974 and Air (Prevention and Control of Pollution) Act 1981, and the rules made thereunder as also with any conditions which may from time to time, be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection treatment and disposal or discharge of effluent or waste or otherwise howsoever

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and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non-compliance of any such provision or condition as aforesaid.

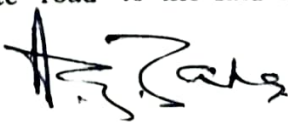
(k) That it will not make any excavation upon any part of the <sup>Excavation</sup> said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.

(l) That it will as soon as any building to be erected on the <sup>Insurance</sup> said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensees against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

(m) That it will not directly or indirectly transfer, assign sell, <sup>Benefit of agreement not assignable.</sup> encumber or part with their interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

(n) That it shall not at any time do, cause or permit any <sup>Nuisance</sup> nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunderwritten for any purpose which may be 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 said Department of Environment 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.

(o) That it shall at their own cost construct and maintain an <sup>Access Road</sup> access road leading from the Estate road to the said land in strict

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accordance with the specifications and details prescribed by the Executive Engineer.

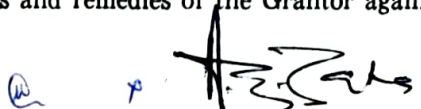
Preference in employment of Labour. (p) That in employing skilled and unskilled labour they shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

Power to terminate Agreement 4. Should the Local Authority/Planning Authority not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or should the Executive Engineer not issue No Objection or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if possession as a License has been given to the Licensee may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power of Grantor. 5. Until the factory building and works have been completed and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers :

To enter and inspect. (a) The right of the Chief Executive Officer, the Executive Engineer and the Officers and servants of the Grantor acting under the directions of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To resume land. (b) (i) In case the Licensee shall fail to complete the said factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall commit default in payment to the Grantor of the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulation on their part herein contained, right and power to re-enter through the Chief Executive officer, upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee 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 Grantor against the Licensee;



(ii) To continue the said land in the Licensee occupation on payment of such additional premium as may be decided upon by the Grantor or the Chief Executive Officer; and

(iii) to direct removal or alteration of any building or structure erected or used contrary to conditions of the grant within the time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the Licensee as an arrear of land revenue.

(c) All building material and plant which shall have been brought upon the said land by or for the Licensees for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper material) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intension to enforce the Licensee Agreement herein contained or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3(d) above if he is satisfied that the building and works could not be completed within the prescribed time for reasons beyond the control of the Licensee and thereupon the obligation hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Extension  
of time.

7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building erected thereon for the term of ninety-nine/ninety-five years from the date hereof at the yearly rent of Rupee one.

8. The Lease shall be prepared in duplicate in accordance with the form of Lease set out in the Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs,

Form of  
Lease.

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charges and expenses of and incidental to the execution of this Agreement and its duplicate, also the lease and its duplicate shall be borne and paid by the Licensee alone.

**Notice** 9. All notices, consents and No Objection to be given under this Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other Officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

**Grantor may alter Estate Rules.** 10. The Grantor may at any time and from time to time alter the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

**Marginal Notes.** 11. The marginal notes do not form part of this Agreement and they shall not be referred to for the construction and interpretation thereof.

**Conflict between Agreement and Rules.** 12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulation hereunder written the former shall prevail.

13. For the purposes of this Agreement to Lease the expression Chief Executive Officer shall include the Deputy Chief Executive Officer/ the Regional Officer/ the General Manager (Legal)/ the Area Manager and any other officer specially authorised by the Chief Executive Officer

IN WITNESS WHEREOF Shri M. L. Chitale

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~~the Chief Executive Officer, the Deputy Chief Executive Officer/ the Regional Officer/ the General Manager (Legal)/ the Area Manager of the Maharashtra Industrial Development Corporation has for and on behalf of the aforesaid, Maharashtra Industrial Development Corpora-~~





tion, set his hand and affixed the Common Seal of the Corporation, hereto on its behalf and the Licensee have set their respective hands hereunto the day and year first above written.

### FIRST SCHEDULE

#### (Description of Land)

All that piece of land known as Plot No.(s) L-103 .....  
 ..... in the Taloja ..... Industrial Area,  
 within the village limits of Tondre ..... and within the limits  
 of ..... Municipal Council/outside the limits of  
 ..... Municipal Council, Taluka Panvel, .....  
 District Raigad, ..... containing by admeasurement 2400 .....  
 Square Metres or thereabouts and bounded as follows, that is to say :

- On or towards the north by — Plot No. L-104 and Nalla,  
 On or towards the south by — Road,  
 On or towards the east by — Plot No. L-15/3,  
 On or towards the west by — Plot No. L-102.

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### SECOND SCHEDULE

#### (Building Regulations)

1. The Building Regulation of 'A' class Municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial Area.

2. The Licensee shall utilise the periphery of the plot for the purpose of planting trees. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof.

3. The Licensee 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 set out in the Third Schedule hereunderwritten.

4. The Licensee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board con-

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stituted under the Water (Prevention and Control of Pollution) 1974 and Air (Prevention and Control of Pollution) Act, 1981 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 Department 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 Local Authority/ Planning Authority and no addition or alteration 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 Local Authority/Planning Authority.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensees during the period of construction of buildings. Where more than one Licensee is concerned with the same boundary mark the officer authorised by the Grantor shall allocate this obligation suitably.

7. 3 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. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours of 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 animals garbage or refuse on a commercial basis.

  
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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 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, vibrations or fire-hazards.

#### FOURTH SCHEDULE

(Form of Lease)

THIS LEASE made at ..... the ..... day of

..... One Thousand nine hundred and .....

**BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial**

*(Signature)*

Development Act, 1961 (Mah. III of 1962) and having its Principal Office at Orient House, Adi Marzban Path, Ballard Estate, Bombay-400 038, hereinafter called "the Lessor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND MESSRS. ....

..... a Company incorporated under the Indian Companies Act VII of 1913/ Companies Act 1956 and having its registered office at .....

..... 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 Other Part :

**Recitals.** WHEREAS by an Agreement dated the ..... day of ..... 198 ..... and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed to grant to the Lessees 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.

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 Lessor's share of cesses and the owner's share of Municipal or Village Panchayat at rates or taxes, which the Lessee have agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. .... (Rupees ..... ) approximately per annum:

NOW THIS LEASE WITNESSETH as follows :—

**Description of land.** 1. In consideration of the premises and of the sum of Rs. .... (Rupees ..... 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. .... in the Industrial Area, and within/outside the limits of ..... Municipal Council, within the village limits of ..... Taluka and Registration



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Sub-District ..... District and Registration  
 District ..... containing by admeasurement .....

square metres or thereabouts and more particularly described in the First Schedule hereunderwritten 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 ..... years computed from the first day of ..... 19 ..... 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 :—

Covenants  
by the  
Lessee.

(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 such recurring fees in the nature of service charges Drainage cess as may from time to time be prescribed by the Government of Maharashtra under 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) The Lessee/shall at its/own expense within a period of one year from the date hereof plant trees in the marginal space to be kept

Planting of  
trees in the  
open space.



open to 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. Atleast one tree shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

Not to excavate

(e) 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 erect beyond building line.

(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.

Access Road.

(g) The Lessee having at their 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) —

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

(h) The Lessee shall duly 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 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 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 of any breach or non-compliance of any such provision or condition as aforesaid.

To build as per agreement.

(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 the Maharashtra Pollution Control Board as provided in the said Building Regulations.

Plans to be submitted before building.

(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 Lessees





in triplicate for scrutiny of and be permitted 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.

(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 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.

(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 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.

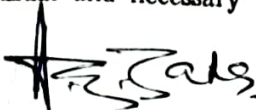
(m) To observe and conform to all rules, regulations and bye-laws of the Municipality/Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements 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 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. Sanitation.

(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 permission in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunder written. Alterations.

(o) 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

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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 enter and inspect.

(p) 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 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 them to execute the repairs and upon their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

Nuisance.

(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.

User.

(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 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 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 said 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.

Insurance.

(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 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 well 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.

(t) 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 they 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 themselves 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.

Delivery of possession after expiration.

(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 interest therein so as to cause any division by meters and bounds or otherwise to alter the nature of this present demise.

Not to assign.

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

Assignment to be registered with Lessor.

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

To give preference in employment of Labour.



*[Handwritten signature]*

Notice in  
case of death

(x) And in the event of the death of the permitted assign or assigns of the Lessee being a natural person, the 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.

Recovery  
of Rent fees  
etc. as land  
revenue.

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 Lessee as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Rent fees  
etc. in  
arrear.

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall 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 covenant 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.

Lessor's  
Covenant for  
peaceful  
enjoyment.

5. The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessees' 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.

Registration  
of estate  
rules.

6. The layout of the ..... 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.

*Handwritten signature and initials*



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, provisos and stipulations hereinbefore contained except this 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 Lessees.

Costs and charges to be borne by the Lessees.

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 .....

the General Manager (Legal)/Regional Officer 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 has set his/her hand thereto the day and year first above written.

FIRST SCHEDULE

(Description of Land)

All that piece or parcel of land known as plot No. .... in the ..... Industrial Area within the village limits of ..... and within/outside the limits of municipal council, Taluka and Registration, Sub-district ..... District and Registration District ..... containing by admeasurement ..... 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
- On or towards the South by
- On or towards the East by
- On or towards the West by

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*[Handwritten signature]*

**SECOND SCHEDULE****(Building Regulations)**

1. The Building Regulation of 'A' class municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.

2. The periphery of the plot shall be utilised for the purpose of planting trees. Atleast one trees shall be planted per 200 square metres and one tree at a distance of 15 metres on the frontage of road 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. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Local Authority/ Planning Authority, 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 Local Authority/Planning Authority.

5. The Lessee shall obtain a No Objection Certificate from the Department of Environment 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 water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Department 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.

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 the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

7. 3 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 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

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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 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 explosives or fire-works.
11. Fat rendering.
12. Fat tallows, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dyestuff 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 land 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.

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SIGNED, SEALED AND DELIVERED )  
by Shri M. L. Chitale )  
The Chief Executive Officer/the Deputy )  
Chief Executive Officer/the Regional )  
Officer/the General Manager (Legal) )  
the Area Manager of the withinnamed )  
Maharashtra Industrial Development )  
Corporation in the presence of — )



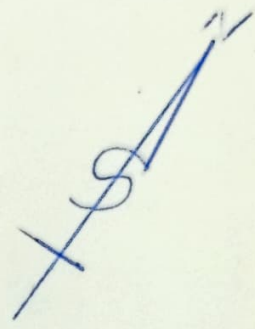
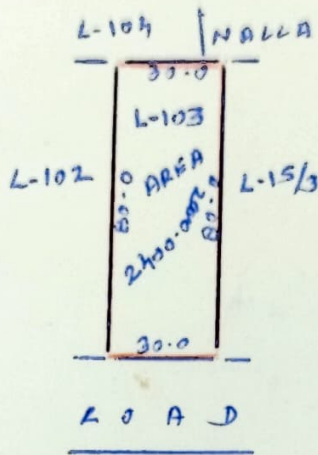
*Chitale*  
A MANAGER  
REGIONAL OFFICE,  
M. I. D. C., THANE-400 604

- (1) *S. D. Khot* - (S. D. Khot) )
- (2) *Anand K. Mane* )  
*Emad Phons* )

The Common Seal of the abovenamed )  
Licensee MESSRS. PEARSON )  
DRUMS AND BARRELS PRIVATE )  
LIMITED. )  
was pursuant to a Resolution of its )  
Board of Directors passed in that )  
behalf on the 29th day of July )  
1994 affixed hereto in the presence )  
of Shri A. K. Saha )  
~~and Shri~~ )  
Director/~~Directors~~ of the Company )  
..... )  
who, in token of having affixed the )  
Company's Seal has set his hand/~~have~~ )  
~~set their respective hands~~ hereto, in )  
presence of — )

*A. K. Saha*

- (1) *Shri Sandhya Mohan Guha* )  
*(S. M. GUHA)* )
- (2) ..... )  
..... )



*Shachy*  
 HEAD SURVEYOR  
 Regional Office, M.I.D.C.  
 THANE-400 604.



*A. S. Das*

*Whitaker*  
 AREA MANAGER  
 REGIONAL OFFICE,  
 M. I. D. C., THANE-400 604.