

Bichem -

~~Limit~~

Doc

Mr Ravi  
Sharma

{ 932 0433190  
0251- 247 0693  
0674

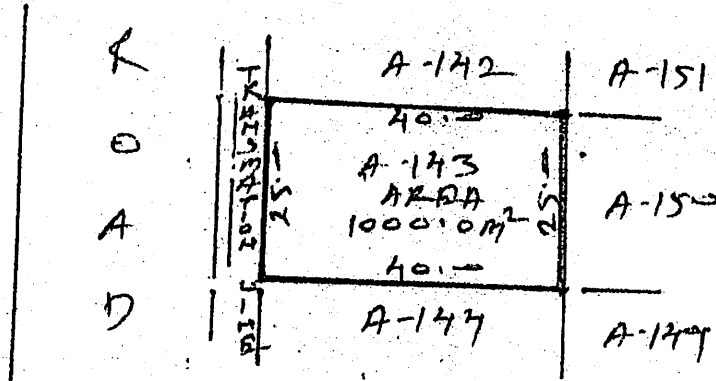
Bichem  
Bi-Chm (INDIA) Pvt Ltd

M I D C

Property, Dombivli (E)

Copy of Regd. Lease  
Deed

AMBHIYACI INDUSTRIAL AREA PH 2  
 L. ASADA-GOLIYACI, TAL - KALTAH DIST - THANE  
 SCALE 1CM = 10.0MTR



कठन-३.  
 २००३ / १०-०९  
 ११००

*[Signature]*  
 HEAD SURVEYOR  
 Regional Office MIDC  
 THANE-400 604.



*[Signature]*  
 (S. G. PATIL)  
 REGIONAL OFFICER  
 MIDC, THANE

For PRASHANT TRADING & MFG. CO. PVT. LTD.  
*[Signature]*  
 NO. DIRECTOR DIRECTOR



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,

४३५-३
२००३/३-२९
११६६

WHEREAS by an Agreement dated the 25th day of August 1978 and made between the Lessor of the One Part and the Lessee of the Other Part the Lessor agreed to grant to the Lessee upon the performance and observance by the Lessee of the obligations and conditions contained in the said Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned.

Recitals

AND WHEREAS pursuant to the said Agreement the 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 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. 300/- approximately per annum.

NOW THIS LEASE WITNESSETH as follows:

1. In consideration of the premises and of the sum of Rs.45,000/- (Rupees Forty Five Thousand only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements

Description of Land.

*M J*



कठम-१.	
२००३	४-२९
११६६	

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. A-143 in the Dombivli Industrial Area, Phase-I within the village limits of Asde-Golivall and within the limits of Kalyan-Dombivli Municipal Corporation, Taluka and Registration Sub-District Kalyan, District and Registration District Thane, containing by admeasurement 1000 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 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 August 1978 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise





hereof plant trees in the Open Space 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 square metres and one tree at a distance of 15 metres on the frontage of road or part thereof but within the demised premises.

in the periphery of plot.

537-2	
2003	E-29
192E	

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 building 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 adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

Not to erect beyond building line.

g) The Lessee having at its own expenses constructed and 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 condition 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 duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

Access Road

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 hereunder 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.

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.

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 consent in writing by the Executive Engineer, and after approval for the same is obtained from the Local Authority/Planning Authority and also a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control 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

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

कतक-२
2003 / 10-29
११ < २

To build as per Agreement.

Plans to be submitted before building.

Indemnity





residue upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

o) 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 consent in writing of the Executive Engineer and in accordance with the Building Regulations set out in the Second Schedule hereunderwritten.

Alterations

কর্তৃক-১.
২০০৩/এ-২৭
১৯৫৫

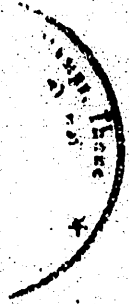
p) Throughout the said term at the Lessee's expense well and substantially to repair pave, cleanse, and keep in good and substantial repair and conditions (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

To repair

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 times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary, they or any of them may by notice in writing to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

To enter and inspect.

*Handwritten signatures*



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 nor for the purpose of any factory which may be obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire hazards and shall duly comply with the directions which may from time to time be issued by the Maharashtra 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.

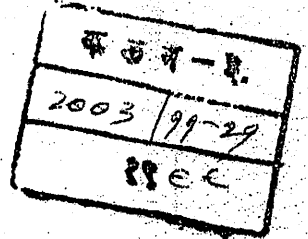
User.

537-1.
2003/90-29
1922

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 plinth) 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

Insurance

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 hurricanes 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.



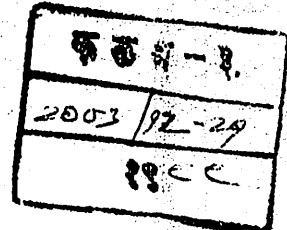
u) At the expiration or sooner determination of the said term quietly to deliver up to the Lessor the demised premises and all erections and buildings then standing or being thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all Municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections or structures may have been removed.

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

Not to  
assign.

the previous written consent of the Chief Executive Officer and the Chief Executive Officer may in his absolute discretion refuse such consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium and in any event not to assign, underlet or transfer the Lessee's interest therein so as to cause any division by sites and bounds or otherwise to alter the nature of this present demise.



w) 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.

Assignments  
to be  
registered  
with the  
Lessor.

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 employ-  
ment of  
Labour.

X-1) While employing the skilled and unskilled labour it shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipments/machineries used by the Lessee and the General qualification of the local labour.

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

Notice  
in case  
of death

2005	23-29
88 e c	

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee as an arrear of Land Revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Recovery  
of Rent,  
Fees etc.  
as Land  
Revenue.

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

Rent, Fees  
etc., in  
arrear.



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.

6. The Layout of the Dombivli Industrial Area, Phase-I 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.

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 expenses in every respect of the Lessee grant to the Lessee a new Lease of the

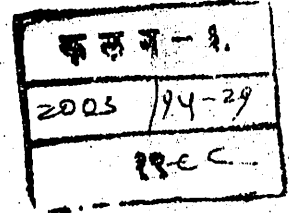
फ ३ ५ - ३.
2003/95-29
१९६६

Lessor's  
covenant  
for  
peaceful  
enjoyment.

Alteration  
of Estate  
Rules.

Renewal  
of Lease.

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.



8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

Costs and charges to be borne by the Lessee.

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

Marginal Notes.

IN WITNESS WHEREOF SHRI S. G. Patil, the Regional Officer, Thane, of the MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, has for and on behalf of the MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, the Lessor 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 abovementioned.

#### FIRST SCHEDULE

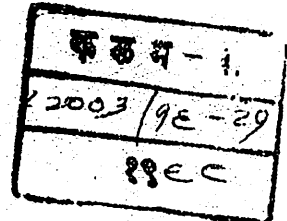
( Description of Land )

All that piece or parcel of land known as Plot No. A-143 in the Dombivli Industrial Area, Phase-I within village limits of Aude-Golivali and within the limits of Kalyan Dombivli Municipal Corporation, Taluka and Registration Sub District Kalyan, District

*[Handwritten signatures]*

and Registration District Thane, containing by admeasurement 1000 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. A-142  
On or towards the South by :Plot No. A-144  
On or towards the East by :Plot No. A-150  
On or towards the West by :Transmission Line  
and Estate Road



**SECOND SCHEDULE**  
(Building Regulations)

1. The Building Regulations of "A" class Municipal Council or the Building Regulations of the respective Local Authority/Planning Authority as amended from time to time will be Building Regulations applicable for development of the Plots in Industrial Area.
2. Periphery of the Plot shall be utilised for the purpose of planting trees. At least 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.
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 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 the water pollution as also air pollution and shall duly comply with the directions which may from the 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 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.

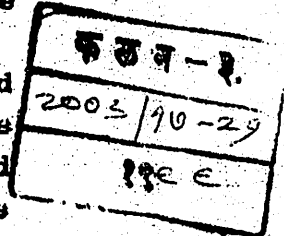
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

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 consent.

### THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertiliser Manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have no noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.
2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as



- accessory to a permitted industry.
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, tallow, grease or lard refining or manufacture.
  13. Manufacture of explosives or inflammable products or pyroxylin.
  14. Pyroxylin manufacture.
  15. Dye-Staff 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 palling or scouring.
  22. Yeast plant.
  23. Paper and paper products.
  24. Charcoal.
  25. Manufacture of Viscose Rayon.
  26. In general those use which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

7	3
2002	19C-29
P.P.C.	



*[Handwritten signatures]*

५३७-१
2003/72-29
१९९९



SIGNED, SEALED AND DELIVERED by  
 SHRI S. G. PATIL, the  
 Regional Officer, Thane, of the  
 withinnamed MAHARASHTRA  
 INDUSTRIAL DEVELOPMENT  
 CORPORATION, in the presence

*S. G. Patil*  
 (S. G. PATIL)  
 REGIONAL OFFICER  
 MIDC, THANE

of:-

- M. K. Gauda*  
 (M. K. Gauda)
- A. K. Deshmukh*  
 (A. K. Deshmukh)

The Common Seal of the  
 abovenamed Lessee  
 M/S. PRAHAT TRADING & MANUFACTURING  
 COMPANY PRIVATE LIMITED was,  
 pursuant to a Resolution of its  
 Board of Directors passed in that  
 behalf on the 2nd day of May 1999  
 affixed hereto in the presence of  
 SHRI Prakash maheshwar  
 Director of the Company who, in  
 token of having affixed the  
 Company's Seal hereto, has set  
 his hand hereto in the presence

For PRAHAT TRADING & MFG. CO. PVT. LTD.

MG. DIRECTOR

*Prakash*  
 DIRECTOR

of:-

- Chandran*  
 (Chandran M. Chandran)
- M. B. Ranjane*  
 (M. B. Ranjane)



*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*  
*[Handwritten signature]*

புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்

*[Handwritten signature]*

புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்

*[Handwritten mark]*

*[Handwritten mark]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

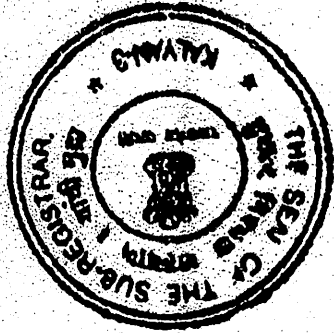
*[Handwritten signature]*

2003/00-29
2003
2003

*[Handwritten signature]*

*[Handwritten signature]*

புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்  
புதிதாக சேர்ந்தவர்கள்



លេខ ១៩៩ ០ ១១១  
ស្រុក កោះកុង  
*[Signature]*  
ថ្លៃ ប្រាក់ ៥០០០.....  
*[Signature]*.....



លេខ ១៩៩ ០ ១១១  
ស្រុក កោះកុង  
*[Signature]*  
ថ្លៃ ប្រាក់ ៥០០០.....  
*[Signature]*.....

លេខ ១៩៩ ០ ១១១  
ស្រុក កោះកុង  
*[Signature]*  
ថ្លៃ ប្រាក់ ៥០០០.....  
*[Signature]*.....

២០០៥/២៩-២៩
២០០៥