

P11

Lease deed

dt 24.03.2003

Received Adjunctive fee Rs. 100/-
Rs. One hundred only
dt - 12/3/2003

No. ADJ. :- 71/2003
Office of the Collector of Stamps
Pune (Rural)
Date 03/3/2003


Collector of Stamps
Pune (Rural)



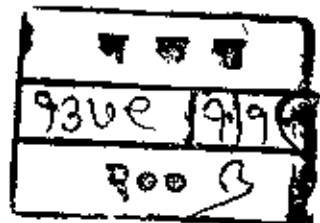
9346660
12/3/2003



Received from Shri Emcure
Pharmaceuticals Ltd residing at Pune
Stamp Duty of Rs. (20/-)
Rs. Twenty only
Certified Under Section 32 of the
Bombay Stamp Act, 1958 that
the full duty of (20/-)
Rs. Twenty only
) with which the
instrument chargeable has been
paid vide article 22
Subject to Sec. 53 A.


Collector of Stamps, Pune (Rural)

9344616
20/3/2003



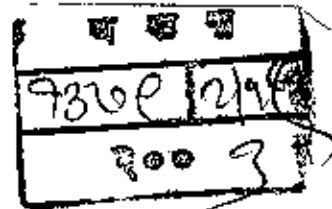
THIS LEASE made at Pune, the 24th day of MARCH
Two thousand Three. BETWEEN MAHARASHTRA INDUSTRIAL
DEVELOPMENT CORPORATION, A Corporation constituted under the
Maharashtra Industrial Development Act, 1961 (MAH.III 1962) having its
Principal Office at Orient House, Adi Mersban Path, Ballard Estate, Bombay -
400 038 hereinafter called "the Lessor" (which expression shall unless the
context does not so admit, include its successors and assigns) OF THE FIRST
PART;

AND

M/S. EMCURE PHARMACEUTICALS LIMITED a company registered
upto the Companies Act, 1956 & having its registered office at 'Emcure House',
T-184, MIDC, Bhosari, Pune-411 026 hereinafter called "the Lessee"
(which expression shall unless the context does not so admit include his heirs,
executors, administrators and permitted assigns) of the SECOND PART



Recitals :



Whereas by an agreement dated 16th day of January 2003 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 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 First Schedule.

AND, WHEREAS although the lessee has not carried out the construction of the building as per the conditions of the said agreement to lease, the lessee has before the Commencement/Completion of the construction of the Pharmaceutical Formulation Unit building and other structures required to be completed under the agreement to lease requested the lesser to grant a lease of the said land by making a representation to the Lessor that the Lessee has applied to the **Bank of Maharashtra** /other Financial Institution approved by the lessor to advance to the Lessee certain loans which the said financial institution is willing to do against the security inter alia of the said plot provided the Lessee obtains a Lease the plot the lesser even before the commencement of such construction and the Lessor consents for the execution of the required mortgage.

AND WHEREAS the Lessor has agreed to grant the said request of the Lessee on the lessee undertaking to commence the construction of the said Pharmaceutical Formulation Unit building and other structure and complete the said Pharmaceutical Formulation Unit building and other structures in all respects to the satisfaction of the Executive Engineer (which expression, unless the context does not so admit include any other officer to whom duties or functions of the said Executive Engineer, MIDC may be assigned) within such time as the lessor may specify in that behalf.

WHEREAS by Agreement dated the 16-1-2003 and made between the Lessor of the One Part and the Lessee of the Other Part and lodged for Registration on duplicate in the Office of the Sub Registrar of Assurance at Pune under Serial No.355/2003 on 22.1.2003 the Lessor agreed to grant to the Lesser on payment of premium of Rs.2,19,06,000/- (Rs.Two crores nineteen lacs six thousand only) 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 the Lessee has paid the Stamp duty on the said Agreement to Lease of dated 16-1-2003 amounting to Rs.7,93,195/- on 3.1.2003 as Certificated by the Collector of Stamps Pune.

AND WHEREAS the possession of the plot was handed on 27-12-2001.



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AND WHEREAS 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 Lessees have agreed to bear and pay under these presents although by law recoverable from the Lessor is estimated at Rs.4,40,700/- approximately per annum.

NOW THIS LEASE WITNESSETH AS FOLLOWS :

1. Description of Land:

In consideration of the premises and of the sum of Rs.2,19,06,000/- (Rs. Two crores nineteen lacs six thousand only) paid by the lessee to the Lessor as premium & Extra Frontage Charges of Rs.1,27,700/- and on the Lessee agreeing to pay 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 particularly described in the **First Schedule** written hereunder written and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereinafter standing and being thereon AND TOGETHER with all rights, easements and appurtenant 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 Jan. 2003 subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFORE yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent or rupee one; the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January each and every year.

2. Covenants by the Lessee:

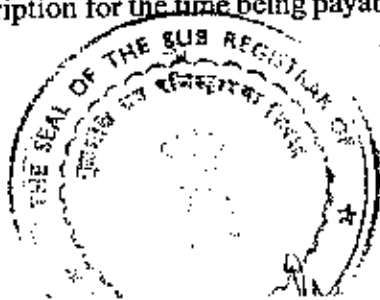
The Lessee with intent to bind all persons into whosoever hands the demised premises may come doth hereby covenant with the Lessor as follows

a) To Pay rent :

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.

b) To pay rates and taxes :

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.

c) To pay fees or Service Charges :

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 /Drainage charges less as may from time to time to be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor, which are at present estimated at Rs.10,000/- approximately per annum.

d) Submission of plans for approval :

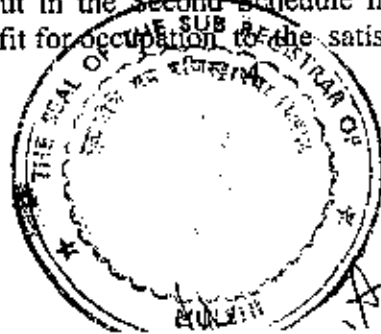
To submit to the Executive Engineer, Maharashtra Industrial Development Corporation in charge of the said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other officer or officers to whom the duties or functions of the said Executive Engineer may be assigned) within six months from the date of hereof for his approval the specifications, plans, elevations, sections and details of the Pharmaceutical Formulation Unit building proposed to be built and erected by the Lessee on the said land and at his/it own cost and as often as he/it may be called upon to do so amend all or any such plans and elevations and if so required to produce the same before the Executive Engineer and to supply to him such details as may be called for in respect of the specifications and when such specifications, plans, elevations, sections and details shall be finally approved by the Executive Engineer and signed by him to sign and leave with him three copies thereof and also three signed copies thereof and also three signed copies of any further conditions or stipulations which may be stipulated by the Executive Engineer:

e) No work to begin until plans are approved.

Not to commence any work which infringes any of the building regulations set out in the Second Schedule hereunderwritten as also Municipal Regulations so far as the same are applicable to the land not until the said plans and elevations have been so approved as aforesaid and thereafter not to make any alterations or additions thereto unless such alterations or additions shall have been previously approved in the like manner.

f) Completion of construction of Pharmaceutical Formulation Unit building :

That the Lessee shall on or before 27th day of Dec. 2004 at its own expenses and in substantial and workmanlike manner and in strict accordance with the plans, elevations details and specifications granted consent by the Executive Engineer, in charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunder written build and completely finish fit for occupation to the satisfaction of the Executive



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Engineer the said building and other structures thereon ~~fraction of the~~ Executive Engineer the said building and other structures thereon on as per approval of plan by the Executive Engineer of plot area for the use as an Industrial Pharmaceutical Formulation Unit with all requisite drains and proper conveniences thereto and shall obtain from the Executive Engineer a building completion certificate to that effect.

g) **Planting of trees in the periphery of the plot :**

The Lessee shall at his own expense within a period of one year from the date hereof plant trees in marginal space to be kept 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. At least one tree shall be planted per 200 sq. Mtr. And one tree at a distance of 15 meters on the frontage of road on part thereof but within the demised premises.

h) **Not to excavate :**

Not to make any excavation upon 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.

i) **Not to erect beyond building line :**

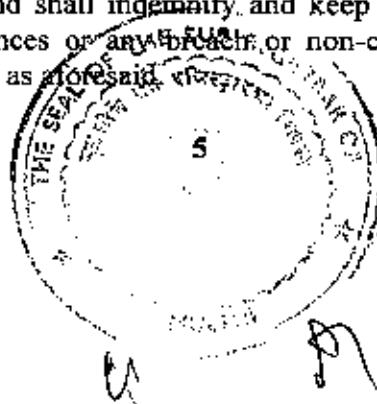
Not to erect any building, erection or structure except compound wall and steps and garages and necessary adjuncts thereto as hereinafter provided on any portion of the said land outside the building line shown upon the said plan hereto annexed.

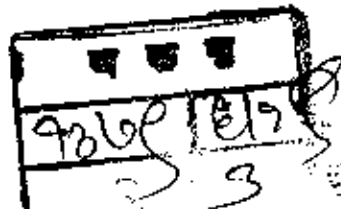
j) **Access Road :**

The Lessee having at its own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and condition to the satisfaction of the Executive Engineer,

k) **To comply with the provisions of water (prevention and control of Pollution) Act 1974 and Air (Prevention and control of Pollution) Act 1981**

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 Acts, as regards the Collection treatment and disposal or discharge of effluent or waste or otherwise however 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.





l) To build as per Agreement :

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.

m) Plans to be submitted before building:

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.

n) Indemnity :

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 work and also against all payments whatsoever which during the progress of the work any 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.

o) Fencing during construction:

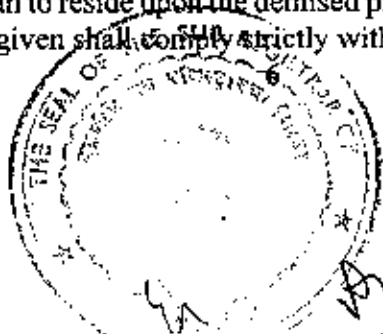
The lessee shall at its own costs and expenses fence the said plot of land during construction of building or buildings and other works.

p) To build according to rules :

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/Planning authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to be demised premises and any building thereon.

q) Sanitation :

To observe and conform to all rules, regulations and bye-laws of the Municipality and also Local Authority and also Planning 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 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 workman to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.



r) Alterations :

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 hereunder written.

s) To Repair :

Throughout the said term at the Lessees 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.

t) To enter and Inspect :

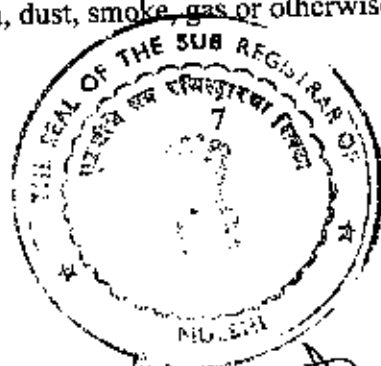
To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises 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 to the Lessees 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 respect of the Lessees.

u) Nuisance :

Not to do or permit to be done 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.

v) User :

To use the demised premises only for the purpose of a Pharmaceutical Formulation Unit but not for the purpose of a Pharmaceutical Formulation Unit for any of the obnoxious industries specified in the annexure set out in the Third Schedule here underwritten and not to use the demised premises or any part thereof for any other purpose nor for the purpose of any Pharmaceutical Formulation Unit 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.



w) Insurance :

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 the 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 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 or 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 Lessees 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.

x) Delivery of Possession after expiration :

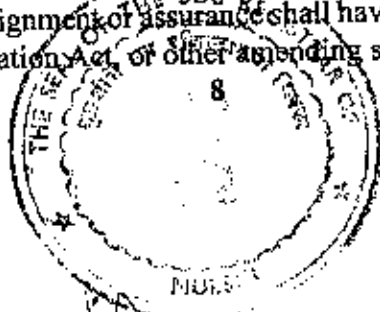
At the expiration or sooner determination of the said term quietly to deliver up to the lessor the demised premises and all erections and building then standing or being thereon PROVIDED always that the lessees shall be at liberty if they shall have paid the rent and all Municipal and other taxes rates 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 the satisfaction of the Lessor all land from which such buildings erections or structures may have been removed.

y) Not to assign :

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

z) Assignment to be registered with the Lessor :

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 expenses within twenty days after every such assignment or assignment 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.

a.a) To give preference in employment of labour :

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 said Industrial Area.

While employing skilled and unskilled labour, they shall also recruit the maximum local people on the basis of their knowledge of handling and operating the equipments/machineries used by the Licensee/Lessee and general qualifications of the local Labour.

b.b) Notice in Case of death :

And in the event of death of any of the permitted assign or assigns of the lessee being a natural person, the lessee, the person or persons to who 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.

3. Recovery of Rent, Fees etc. as Land Revenue :

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

4. Rent Fees etc. in arrear :

(a) 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 any whenever there shall be a breach of any of the covenants by the Lessees hereinbefore contained the lessor may reenter 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 herein before contained shall not be exercised unless and until the lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have breach or breaches within three months after the giving or leaving of such notice.



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(b) (I) Without prejudice to the generality of the foregoing provision in case the lessee shall fail to complete the said residential building and other works agreed by the Lessees to be constructed on the demised premises 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 if the Lessees shall commit default in payment to the lessor to the recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on their part herein contained then the lease shall determine and all erections and materials, plant and things upon the demised premises shall notwithstanding any provision to the contrary contained in any agreement or under standing 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;

(iii) In the alternative but without prejudice to sub-clause (I) and (ii) the Lessor may direct removal or alteration of any building or structure erected or used contrary to the condition of the grant within time prescribed in that behalf, such removal or alteration not being carried out and recover the cost of carrying out same from the lessees as an arrears of land revenue.

c) All building materials and plant which shall 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 or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the demised premises without the previous consent of the Chief Executive Officer of the Lessor until after the grant of the completion certificate mentioned in clause 2 (d) hereof.

5. Lessors Covenant for peaceful enjoyment :

The Lessor doth hereby covenant with the Lessees 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. Alteration of Estate Rules :

The layout of the Pune Infotech Park at Hinjawadi 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 Lessees shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

7. Renewal of Lease :

If the Lessee shall have duly performed and observed the covenants and conditions on the part of the Lessees 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, provision 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. Costs and Charges to be borne by Lessees :

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.

9. Marginal Notes and/or Head Notes :

The Marginal Notes and/or Head Notes do not form part of the Lease and shall not be referred to for construction or interpretation thereof.

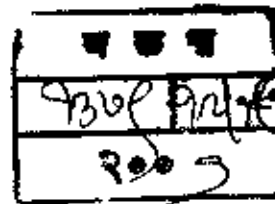
IN WITNESS WHEREOF SHRI. R. R. Mane, the REGIONAL OFFICER Pune Region, of the Maharashtra Industrial Development Corporation, has for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessees have set their respective hands hereto the day and year first abovewritten.

FIRST SCHEDULE
(DESCRIPTION OF LAND)

All the piece or parcel of land known as Plot No.P-2 in the Pune Infotech Park at Hinjawadi, Phase-II, within the village limit of Man, and outside the limits of Municipal Council, Taluka and Registration Sub-District Mulashi, District and Registration District Pune containing by admeasurement 39,829.00 Square meters or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say :



On or towards the North by: Road,
On or towards the South by: Plot No.P-1,
On or towards the East by : MIDC Road and
On or towards the West by : MIDC Land & 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 the Building Regulations applicable for development of the plots 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 Sq.Mtrs. And one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.
3. The Lessees shall not use the land for any purpose except as a Pharmaceutical Formulation Unit, it shall not be under for obnoxious Industries a list whereof is attached.
4. The Lessees shall obtain a No Object 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 and 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 Local Authority Planning Authority and previous consent in writing from the Executive Engineer is obtained 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 previous consent in writing from the Executive Engineer is obtained.
6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good condition with due repair by the Lessees during the period of construction of buildings, where more than one Lessees 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.



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THIRD SCHEDULE
(List of Obnoxious Industries)

1. Fertiliser Manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have not noxious odors or fumes and which do not produce noxious odors 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 pyroxyline.
14. Pyrolylin 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 or emission of odour, liquid effluvia, dust, smoke, gas, noise, vibration or fire hazards.



SIGNED, SEALED & DELIVERED
by **SHRI. R. R. MANE**,
the Regional Officer, of the
within named Maharashtra Industrial
Development Corporation in the
presence of:



R. R. MANE
Regional Officer,
M.I.D.C., Pune-3.

1. N.V. Umajikar *[Signature]*
2. B.C. Hasammani *[Signature]*

THE COMMON SEAL OF THE
above Company
M/s. EMCURE PHARMACEUTICALS LIMITED
was, pursuant to Resolution of its Board of
Directors passed in that behalf of on
the 23rd day of Dec, 2002 affixed
hereto in the presence of.

Shri. Sanjay Mehta.

And

Shri. Arinam K Medhekar

FOR EMCURE PHARMACEUTICALS LTD.

AUTH. *[Signature]* FOR
FOR EMCURE PHARMACEUTICALS LIMITED

Director

Director/s of the Company who, in token
of having affixed the Company seal
hereto, has set his hand/hands have set
their respective hands hereto, in the
presence of:

1. Mr. Kedar Sabne

2.



[Signature]

PUNE INFOTECH PARK

VILLAGE:-MAN TAL:-MULASHI DIST:-PUNE

40.0M WIDE ROAD

91.09

77.50

MIDC LAND

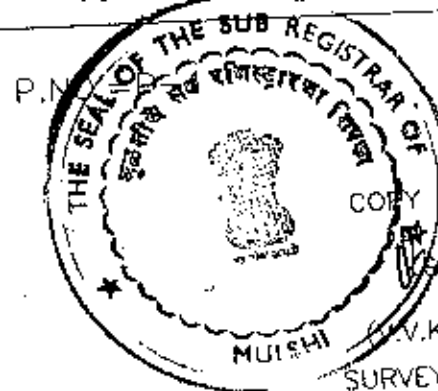
240.20

M/S. EMCURE
P.NO.=P-2
39829.0 SQ.M.

228.42

20.0 M R/W

167.69



COPY PREPARED BY

Kshemkalyani

(M.V.KSHEMKALYANI)

SURVEYOR, MIDC, PUNE-3

FOR EMCURE PHARMACEUTICALS LTD.

AUTHORISED SIGNATORY

For EMCURE PHARMACEUTICALS LIMITED



R. R. MANN
Regional Officer

MIDC, Pune-3



दस्तावेजांक व वर्ष: 354/2003

Wednesday, January 13, 2003

12:36:57 PM

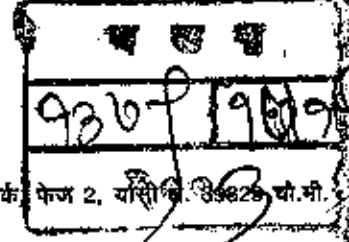
सूची क्र. दोन INDEX NO. II

दुय्यम निबंधक: मुळशी

पृष्ठ 63
Page 63

गावाचे नाव : माण

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 26,440,700.00
बा.भा. रु. 26,440,700.00



- (2) मू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
(3) क्षेत्रफल
(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा
- (1) वर्णन: प्लॉट नं. पी 2, पुणे इन्फोटेक पार्क फेज 2, यासीन 35828 चौ.मी.
मुदत 95 वर्ष
वार्षिक भाडे रु. 4400700/-
प्रिमियम रु. 21906000/-
इतर चार्जेस रु. 127700/-
(1)

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
- (1) एम आय डी सी तर्फे राजाराम आर भाजे; घर/प्लॉट नं. -; गल्ली/रस्ता: -; ईमारत नं. -; पेठ/वसाहत: एम आय डी सी; शहर/गाव: पुणे; तालुका: -; पिन: -

- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, घादीचे नाव व संपूर्ण पत्ता
- (1) एम्ब्युअर फार्मासिटीकल लि. करिता संजय आर्. मेहता; घर/प्लॉट नं. टी 184; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं. -; पेठ/वसाहत: मोसरी एम आय डी सी; शहर/गाव: पुणे; तालुका: -; पिन: -
(2) एम्ब्युअर फार्मासिटीकल लि. करिता अविनाश के मेढेकर; घर/प्लॉट नं. सदर; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं. -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -

- (7) दिनांक करून दिल्याचा 22/01/2003
(8) नोंदणीचा 22/01/2003
(9) अनुक्रमांक, खंड व पृष्ठ 354 /2003
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 793195.00
(11) बाजारभावाप्रमाणे नोंदणी शुल्क रु 20000.00
(12) शेरा कोणत्याही रकाम्यात बदल केलेला नाही.

दुय्यम निबंधक

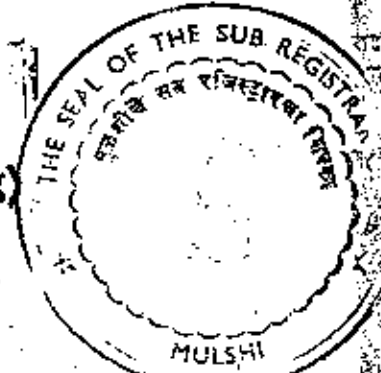


की नक्कल केली.
की बाबली.
की खजाना बंदली.

अस्सल बरदकास

दुय्यम निबंधक

हस्ताक्षर संजय आर्. मेहता
22/01/03
संजय आर्. मेहता



27/03/2003

दुय्यम निबंधक

दस्त गोपवारा भाग-1

12:18:13 pm

मुळशी

मल्ल

दस्त क्र 1379/2003

दस्त क्रमांक : 1379/2003

दस्ताचा प्रकार : भाडेपट्टा

95/95

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1

नाम: एमकुमर फार्मास्युटिकल्स लि तर्फे सजय आर सेइशा

लिहून घेणार

पत्ता: घर/फ्लॅट नं: टी-184

वय 98

गल्ली/रस्ता:

सही

ईमारतीचे नाव:

ईमारत नं:

पेठ/वसाहत: भोसरी एम आयडी सी

शहर/गाव: पुणे

ता.नु.का:

पिन: 411026



2

नाम: एमकुमर फार्मास्युटिकल्स लि तर्फे अविभाज के सेइकर

लिहून घेणार

पत्ता: घर/फ्लॅट नं: सदर

वय 46

गल्ली/रस्ता:

सही

ईमारतीचे नाव:

ईमारत नं:

पेठ/वसाहत:

शहर/गाव:

ता.नु.का:

पिन:



3

नाम: एम आय डी सी तर्फे राजाराम आर. माने

लिहून घेणार

पत्ता: घर/फ्लॅट नं:

वय सज्जान

गल्ली/रस्ता:

सही

ईमारतीचे नाव:

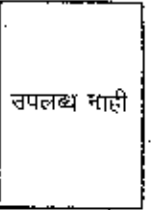
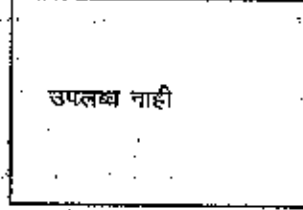
ईमारत नं:

पेठ/वसाहत: एम आय डी सी

शहर/गाव: पुणे

ता.नु.का:

पिन:





दस्त गोष्टारा भाग - 2

मलस

दस्त क्रमांक (1379/2003)

दस्त क्र. (मलस-1379-2003) चा गोष्टारा
भागीदार मुल्य : 1 मोबदला 1 भरलेले मुद्रांक शुल्क : 20

दस्त हजर केल्याचा दिनांक : 27/03/2003 12:12 PM

निष्ठादनाचा दिनांक : 24/03/2003

दस्त हजर करणा-याची सही :

[Signature]

प्रावती क्र.: 1428 दिनांक: 27/03/2003

प्रावतीचे वर्णन

चांग: एमकेयुअर फार्मास्युटिकल्स लि लॉक संजय
आर मेहता

100 : नोंदणी फी

380 : नक्कल (अ. 11(1)), प्रुष्टांकनाची नक्कल
(अ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) >
एकत्रित फी

480: एकूण

दस्तावा प्रकार (36) माडेपट्टा

शिवका क्र. 1 ची वेळ : (सादरीकरण) 27/03/2003 12:12 PM

शिवका क्र. 2 ची वेळ : (फी) 27/03/2003 12:15 PM

शिवका क्र. 3 ची वेळ : (कबुली) 27/03/2003 12:18 PM

शिवका क्र. 4 ची वेळ : (ओळख) 27/03/2003 12:18 PM

दस्त नोंद केल्याचा दिनांक : 27/03/2003 12:18 PM

दु. निबंधकाची सही, मुबारी

ओळख :

खालील इतम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) मनोज यशवंत यंदे, घर/फ्लॅट नं: 184

मल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/वसाहत: मोसरी एम् आय डी सी

शहर/गाव: पुणे

तालुका :

पिन: 411026

2) सधिन रामचंद्र धवमाण, घर/फ्लॅट नं: सदर

मल्ली/रस्ता :

ईमारतीचे नाव :

ईमारत नं. :

पेट/वसाहत: -

शहर/गाव: -

तालुका :

पिन: -

[Signature: Manoj Yande]

[Signature: S.R. CHAVAN]

दु. निबंधकाची सही
मुबारी



नं. 1428 पुस्तका
नं. 1428 नोंदणी

दस्तावेज निबंधक मुबारी
दिनांक 27/3/03

Original

नोटणी 39 म.

मेगन 39 M

पावती

पावती क्र. 1426

दिनांक 27/03/2003

गावाचे नाव हिजवडी

दस्तावेजाचा अनुक्रमांक

मलस 01379 - 2003

दस्तावेजाचा प्रकार

मोबपट्टा

सादर करणाराचे नाव: एमकेयुअर फार्मास्युटिकल्स लि. तर्फे सजय अरि मेहता

100.00

नोटणी फी

380.00

नक्कल (अ. 11(1)) प्रदाकनाची नक्कल (अ. 11(2))

रजिस्ट्रार (अ. 12) व जयचित्रण (अ. 13) - रकत्रित फी (19)

480.00

एकूण

आपणास हा दस्त अंदाजे 12:30PM हा वेळेस मिळेल

दुय्यम निबंधक
मुळशी

बाजार मूल्य: 1 रु. मोबदला: 1 रु.
परिलेख मुद्रांक शुल्क 20 रु.