

25
141-162 Original. Duplicate. 14.6.02

Exemption under Section 11
under Revenue Department
noted vide No. 3697 R
of 8.11.01



Coram
P. C. BISWAL
NOTARY, BALASORE
Govt. Orissa, (INDIA),
Regd. No-ON-15105

SL No. 2286 Vol. 10
Date 12/6/02

AN AGREEMENT entered into on
day of the month of the year
Nineteen hundred eighty three.

BETWEEN

Orissa Industrial Infrastructure Development
Corporation established under the Orissa Act 1 of 1981
having its office at Janapath, Sahidnagar, Bhubaneswar
and hereinafter referred to as IDCO represented by
Shri A.C. Patnaik, Deputy Manager (Land), IDCO and
hereinafter referred to as the "Lessor" which terms shall
wherever the context so permits also includes its
representatives and assigns on the one part.

AND

M/s. Emami Paper Mills Ltd., a company
Incorporated under the Companies Act 1 of 1956 and
having its registered office at Katiganga, Balasore
represented by their Director, Mr. H.K. Jhaugudalla,
son of Sri Bhawan Prasad Jhaugudalla (Deceased)

= MORE =

ATTESTE

Coram
P. C. BISWAL

NOTARY PUBLIC, B.

India. Regd. No. 02-160

Emami Paper Mills Ltd.
before me & identified by
Sri. H.K. Jhaugudalla Adv. Balasore
on dt. 12/6/02 at 12:00 AM
sworn this Affidavit Marriage documents
Coram
P. C. BISWAL
Notary Public, B.
Govt. of Orissa India



For Emami Paper Mills Ltd.

Whole-time Director

Discussed re Registration between
10 P.M.

Discarded for registration
- ... 7 ... - 10 ... P.M.
April 1953

at the Bureau Sub-Registry Office.

at the Bureau Sub-Regional
By: A. C. Potha
Exp. of: Potha Manager Land TDC

Ex. of. *DePauli* Marriage. *San*
11-18-1900. *San* *San*

of - Janapathik... Sahid day...

Inadequate maintenance of the...

By 24213

By [illegible] 10/1/18

Registering Officer
Bulwer

Vibrio
(A.C. Patraia)
874/E3

66W1
(A.C. Patraia)
814/83

En. N. K. Jhunjhunwala Director
Emami Paper Mills Ltd Balesar
who are personally known to me

En. N. K. Jhunjhunwala Director
Emami Paper Mills Ltd Balasore
who are personally known to me

who are personally known to me

who are personally known to me

1) $\frac{\text{contrainte}}{\text{déformation}}$

Relatrails

IDENTIFIED BY
S/O
OF AND
PROFESSION

S/o ...

Q. ...

PROFESSION.

7

M. K. Thirumala
8/4/83

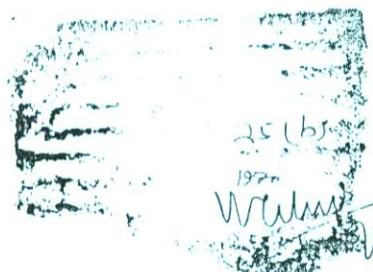
894/83

Went to
Sunder



1989

141-162 Original. Invoice - 1.9.62



Exemption vide govt of
Orissa Revenue Department
notification no. 23697 R
of 8.11.59

AN AGREEMENT entered into on this 6/11
day of the April month of the year
Nineteen hundred eighty three.

B E T W E E N

Orissa Industrial Infrastructure Development Corporation established under the Orissa Act 1 of 1981 having its office at Janapath, Sahidnagar, Bhubaneswar and hereinafter referred to as IDCO represented by Shri A.C.Patnaik, Deputy Manager(Land), IDCO and hereinafter referred to as the "Lessor" which terms shall wherever the context so permits also includes its representatives and assigns on the one part.

A N D

M/s. Emami Paper Mills Ltd., a company incorporated under the Companies Act 1 of 1956 and having its registered office at Motiganja, Balasore represented by their Director, Mr. N.K. Jhunjhwalla, son of Sri Phani Prasad Jhunjhwalla (Deceased)

= more =

For Emami Paper Mills Ltd.

Whole-time Director

- 2 -

W I T N E S S E T H

WHEREAS IDCO has been established under Orissa Act 1 of 1981 having as one of its principal objects, rapid industrialisation of the State of Orissa, and WHEREAS IDCO has acquired the property more particularly and fully described in Schedule 'A' hereunder delineated in the map attached hereto, and hereinafter referred to as the said 'Property' by assignment from the State Government WHEREAS for the due fulfilment of its principal objects, IDCO has laid out the said property into various plots, besides setting apart land for the purpose of lying roads, drains and for other common utility and betterment schemes, for the benefit of the future occupants of the plots so laid out, WHEREAS it also proposes to effect improvement and betterment schemes for the benefits of all the units of the proposed Industrial Complex.

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WHEREAS the lessor has decided to make available to entrepreneurs, plots in the said property on terms and conditions mentioned hereunder for the purpose of their starting any approved industry in the plots in the said property on the same terms of this agreement and whereas the lessor received application from interested entrepreneurs for the allotment to such of them as are found suitable to it, of the required number of plot, and WHEREAS the lessee made an application on 9.9.81 to the lessor for the allotment to it of plot No. 140(p) covering an area of Ac.5.00 fully described in schedule 'B' hereunder and coloured a red/ in the plan bearing IDCO drawing No. 2/13481..... attached hereto and hereunder referred to as the said "allotted plot" for the purpose of starting a Paper Project WHEREAS the Corporation has decided to accept and grant the application of the lessee vide its allotment order No. ^{(10/15/13) 311} dt. 8.1.82 ^{and with allotment order No. 8189 7.15.83 2} for allotment to it of plot No. 140(p) for the specific industry on terms and conditions set out hereunder, WHEREAS the said property is intended to be utilised only for the purpose of locating an Industrial Complex and the restrictions and conditions stipulated in this agreement are intended only to preserve the character of the said property as an Industrial Complex and for the benefit of the other plots of the land held by the lessor or allotted or intended to be allotted to other parties similarly situated as the lessee.

That the lessor in consideration of the payment made to it by the lessee of a sum of Rs.3,125/- (Rupees three thousand one hundred twenty five) only being the entire cost of land (the receipt of which the lessor hereby acknowledged) vide allotment order No. 311 ^(10/15/13) dt. 8.1.82 the lessee being agreeable and bound to pay the development cost of any subsequently charged on account of development and of the covenants on the part of the lessee hereinafter contained hereby demise to the lessee all land measuring Ac. 5.00 (five acres) as delineated on the map as plot No. 140(p) for setting up its project for manufacture of papers and its factory constructions and installations,

For Enam Paper Mills Ltd.

Whole-time Director

of papers and its factory constructions and installations, ancillary thereto, including quarters for its officers, where allowed and other employees together with all rights, and appurtenances whatever, belonging to or in any way appurtenant thereto hold the said demised land from lessor for the terms of NINETY years paying during the said term yearly rent of Rs.312.50(Rupees three hundred twelve & paise fifty) only at the rate of 10% (ten percent) of the area rate and cess as admissible. The rent shall be paid in advance on the second day of each year by means of a draft to the Corporation (IDCO). The rent is liable to revision as and when it is necessitated.

The lessor reserves the right to the Mineral wealth including minor minerals, on in or under the area covered by the lease and lessee will have the surface rights over the land.

The existing customary rights of Govt., and the public roads and paths and rivers, streams and channels running through or bounding the land are reserved and are in no way affected by the lessee.

And the lessee will strictly abide by the following conditions.

- 1). The lessee shall enter upon and take possession of the said allotted plots as it is and shall start construction of Factory and other construction and installation for the purpose ancillary thereto including quarters for employees where permitted within a period of two years of delivery of possession of the demised land.
- 2). That the lessee shall pay to the lessor punctually the annual instalments as prescribed above before the 10th of the month succeeding the month in which the instalment falls due for payment.
- 3). That the lessee shall during the term hereby granted pay to the lessor the yearly rent hereby reserved on the days and in the manner herein before specified.
- 4). When allotment is made but the lessee does not take up the allotment and does not enter into possession within and reasonable time the lessor reserves to itself the right to cancel the allotment, terminate the lease and forfeit the initial advance.

For Special Permissions etc.

Whole-time Director

- 5) In case of default or delay in any payment the lessor has the right to impose interest @ 5% more than the interest charged by any nationalised bank on the defaulted amounts from the respective due dates.
- 6) That at the expiry of the term NINETY years hereby reserved, the lessor shall upon request by the lessee consider and renewal of the lease for the like period and upon the same terms and conditions other than relating to rent which may be liable to change as may, at the time of such renewal, be mutually agreed upon between the lessor and the lessee.
- 7) The stamp, registration charges and writting charges for etc, for the lease deed shall be borne fully by the lessee.
- 8) The lessor reserves the right to revise upward the premium fixed for the plot during the period of the lease. The lessee shall pay any difference in the cost as determined, intimated and demanded by the lessor.
- 9) The lessor shall collect the prorated expenses and charges of development @ Rs..... payable in 10 equal instalments with interest @ 3% more than the interest charged from the lessor by the bank and the lessee is liable for the payment and undertakes to so pay without questioning the need for the facilities and services provided and the quantum is final on the lessee.

PROVIDED further, the lessee is bound by this agreement to pay and the lessor shall collect expenses and charges of further additional development facilities taken up in future in one or more instalments as would be decided then by the lessor.

10) That if the said annual rent hereby reserved or any part thereof shall at any time be arrear and remains unpaid for three calendar months after the same shall have become due (whether demanded or not or if the lessee shall go into liquidation except for the purpose of reconstruction or amalgamation) then and in any such case it shall be

lawful for the lessor to re-enter into and upon the demised land or any part thereof in the name of the whole and to hold the same henceforth as if those presents and not been made without prejudice to any right of action or remedy, of the lessor, in respect of any antecedent or breach of any of the covenants by the lessee hereinbefore contained.

11) That upon the breach of non-observance of any of the conditions of the lease herein granted, the lessor may declare that the lease has been determined and of any officer or person appointed on their behalf by the lessor shall be entitled to re-enter and take possession of the demised land of the buildings and other structures erected thereon and the materials thereof as well as the stores and stocks.

PROVIDED HOWEVER THAT before such re-entry of the lessor shall give to the lessee written notice of his intention to do so and as to the non-observance, and the lessee shall have right to remedy the breach of complaint within SIX MONTHS from the date of such notice in which event the lessor shall not be entitled to re-enter and take possession.

PROVIDED further that in case the demised land are so resumed, the lessee shall not be entitled to any compensation whatsoever for the demised land and for the buildings and other structures erected thereon and the materials thereof, as well as the stores and stocks, but shall be at liberty to enter upon the demised land and to remove all such buildings and structures and the materials thereof as well as the stores and stocks within NINE MONTHS from the date of the termination of the lease failing which lessee shall cease to have any right to such buildings and structures and the materials thereof, as well as the stores and stocks.

for Emerald Paper Mills Ltd.

Whole-time Director

Large-scale Investment

Contract

That any demand for the payment or notices required to be made or given to the lessee shall be deemed to be sufficiently made or given if sent by the lesser at the Registered Office of the lessee and that any notice required to be given to the lessee through the post by registered letter addressed to the lesser and that any demand or notice so sent shall be presumed to have been delivered in the usual course of post.

PROVIDED FURTHER THAT (INSERT) PROVIDED ALWAYS that in the case of any dispute as to the amount of compensation fixed by the lesser, the lessee shall be entitled to appeal to the Board of Directors of the corporation whose decision shall be final, conclusive and binding on the parties.

The lesser shall pay such resumption an amount of premium from the date of payment of the premium paid by the lessees with interest thereon at 6% per annum from the date of payment of the premium and where the lessee is a rental lessee the amount to be awarded shall not exceed an amount equal to three times the net average yearly proportionate rent payable by the plot holder to the Corporation in respect of this land so resumed.

12). That should the demised land or any part thereof be at any time required by the lesser for public purpose, the lesser shall be entitled, to resume the demised land or such part thereof for good and sufficient reason and on giving SIX MONTHS notice in writing and on the expiry of the said period may through any officer or person authorised by lesser in the behalf re-enter and take possession of the said demised land or part thereof and all buildings and structures thereon.

Infrastructure Corporation Ltd.
Orissa Industrial Development Corporation Ltd.
for Emerald Paper Mills Ltd.
Whole-time Director

PROVIDED THAT UNDER no circumstances, whatsoever except for the breach of the covenants contained ^{herein} before the lesser shall be entitled to resume possession of the demised land upon which the lessee's factory is situated and upon such other demised land as may be absolutely essential for the conduct of the lessee.

PROVIDED FURTHER THAT IN THE CASE OF SUCH re-entry the lessee shall be entitled to compensation for buildings or other structures erected by him, on the demised land & the amount of such compensation shall be fixed by the lesser and shall not exceed the amount (if any) paid to the lesser for this lease plus the present market value of the buildings and other structures erected thereon as assessed by the lesser.

13) It shall be open to the lesser to deal with the property taken by it under the rights conferred on it as per clause 10, 11 & 12 in any manner it likes, either by conveying it to any other person or leasing it to any other persons without any lavy or any hindrance or claims whatsoever by the lessee to compensation and the lessee has no right to interdict the same.

14) If during the period of lease, the whole or any portion of the allotted land is kept unutilized by the lessee, the lesser shall have the right to terminate the lease forthwith in respect of the whole or the portion as the case may be and resume possession, with all the consequence, mentioned in clause 10, 11 & 12. *supra*.

15) The lessee shall will take possession of the developed plot in "as it is" conditions and no further demand for any development, such as earth filling, raising the level etc. shall be entertained. Any other improvement or development inside the allotted plot is purely the responsibility of the lessee.

16) The lease shall utilise the allotted plot for the bonafied industrial purpose for which it is intended and allotted and shall not use the land allotted for any purpose other than the purpose for which it is allotted. If the land or any part of it is not utilised, it shall revert to IDCO free from encumbrance.

17) On taking possession of the plot, construction of factory building will have to be commenced within SIX MONTHS from the date of approved of the plan by IDCO and be completed within 3 years. Before commencing such construction of works on the ~~xpp~~ allotted plot, the lessee should strictly follow the following building regulations prescribed among others unless otherwise exempted.

(1) All buildings to be constructed should be in conformity within byelaws of the local body and regulations in force from time to time as well as any other laws rules and regulations in force relating to the construction and use of the premises. No constructions work shall be commenced until the lessee submits to the lessor the building plan and elevation and also the proof of having obtained clearance for the same from the various authorities like the local authorities, public health authorities, Inspector of Factories and such other approvals which may be required under any law for the time being in force. The lessor reserves the right to suggest such modifications or alternations which may be in the common interest.

(ii). All survey and boundary marks demarcating the boundaries of the plots, structures and installations shall be properly preserved and kept in good repair by the lessee during the period of construction of building and afterwards and where more than one allottee is concerned with the same boundary marks and structures, the lessor or ~~the~~ its authorised officer shall allocate this obligations suitably.

(iii). No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.

(iv). Steps and garages necessary adjunct except compound walls should not be extended beyond the building line shown upon the said plan.

(v). During the period of construction, the plot allotted shall be fenced completely by the lessee at his own expenses.

(vi). The total built up area shall not be more than 60 percent of the area of the plot allotted or such lesser area as may be required under the regulations applicable to the particular industry. A strip of not less than 115 metres shall be left open to the sky on the periphery of the plot on all sides.

18). The lessee shall at his own cost construct & maintain cross roads leading from the Estate to the said plot in strict accordance with the specification and details prescribed by the lesser.

19) The lessee shall ensure all the buildings erected now or to be erected in future on the said land keep the insurance alive at all times.

10) The lessee will keep the lesser indemnified against any and all claims for damage which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and the industrial installations by the lessee. The lessee will also keep the lesser indemnified against all payments whatsoever which, during the progress of the work may become payable or by demanded by the Municipality or any local authority in respect of the said works, or of any thing done under the authority herein contained.

Infrastructure
Capital
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For Emami Paper Mills Ltd.
Whole-time Dir.

21). The lessor shall have the right to have access into and utilising any portion of the said allotted plot as required at all times, for the limited purpose of laying pipe lines, cables, underground drainage, channels etc.

22) The lessee shall not at any time, before or after the grant of this lease, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any purpose, which may be abnoxious or injurious or offensive by reason of commission of odour, liquid, effluence, dust, smoke, gas noise vibration or fire hazards. The lessor shall have full right to regulate these matters at all time.

23) During the licence period and thereafter the lessee at his expense will keep the buildings, premises and other structures, clean, free from defect and in good repair.

24) The lessee shall pay all existing and future rates and taxes, charges, claims, assessments and outgoing of every description, chargeable against the owner or occupier in respect of the allotted plot and any building erected thereon .

25) The lessee shall not directly or indirectly transfer, assign, sell, encumber or part with his interest, either in part or in whole, in any manner whatsoever without the previous approval of the lessor in writing. It shall be open to the lessor to grant or refuse approval or to impose only conditions, it consider necessary and suitable.

26) The lessor shall have the power to direct removal or alternatively ^{any} building or structure erected, contrary to the conditions of the plan, or cause the same to be carried out at the cost of the party of the second part.

General
Order of the
Infrastructure Department
For Enam Paper Mills Ltd.
Whole-time C
for

33) Each and every allotment during and subsequent to the lease, are subject to the restrictions stipulations and easement mentioned in this documents which are meant for the benefit of the complex and every part thereof. The lessee shall observe the said stipulations restrictions and easements effecting the said allotted plot. The lessee shall be entitled to enforce the observance on the part of the other allottees of the said conditions, restrictions, stipulations and easements contained in the agreement of the other allottee as if he is himself a party thereto.

34) The lessor shall reserve the right to impose any further conditions and stipulations or alternations in the regulations necessary at any time for the establishment and for the benefit of the Industrial Complex as a whole.

35) The lessor reserves to himself and his successor the right to sell, lease or otherwise dealt with any allotment, land unless or unsold, in any manner it deemed suitable. It reserves the right to release, waive, modify either wholly or in part, alter any stipulations, obligations any restrictions contained in this agreement, regarding any plot or other area in the property. The exercise of this right by the lessor in relation to any such plot or area shall not release the lessee from any of the stipulations, obligations and restrictions effecting and imposed upon the said allotted plot nor give rise in favour of any lease any right of action against the lessor or his successors.

36. The lessee shall implement and conform to the various conditions in this agreement in relation to the allotted plot at all times in future.

37) The lessee shall employ the resident of the State of Orissa in all classes of services of the lessee in preference to others, and subject to their suitability and shall pay and afford all reasonable facilities to such employees for their working in the factory in accordance with the rules and regulations of the lease.

By Mr. ...
to Orissa ...
in ...
Corporate ...
FOR ...
Whole ...

38) The lessee shall train in their factory, workshop and power house such number of residence of the State, as may be recommended from time to time by the Managing Director IDCO in consultation with the lessee. The Managing Director, IDCO shall however assess the number of trainees that can be deputed to the factory workshop and power house for training at a time in consultation with the lessee.

39) It is hereby agreed upon by the lessor and the lessee that any money payable to the lessor by the lessee under the agreement if defaulted is realisable from the lessee under the provisions of O.P.D.R. Act as public demand.

40) It is further agreed upon by the lessee that the actions as may be taken and regulations as may be imposed by the lessor from time to time with regard to supply of water and Electricity and communication facilities shall be binding on the lessee, and she shall also abide by the terms and conditions as may formulated in this respect from time to time.

SCHEDULE - 'A'
(Description of the Indl. Complex)

All that piece and parcel of land known as the Industrial Complex comprising of about Ac. 155.88 of land situated in Revenue village of Balgaopalpur, Tahasil-Balasore but in compact block within the police station-Remuna, district-Balasore. The Industrial Complex is bounded on the south by Gopalbindha village boundary plot No. 112, 113, 119 & 121 on the North by plot No. 46, 47, 53, 55, 57, 58, 59, 91, 92, 95 & 98 and Nilagiri Road on the east by plot No. 152 & 159 and Balgaopalpur village boundary on the west by plot No. 109 and 110, Village boundary Rasulpur.

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For Emerald Paper Mills Ltd.

Indl. Complex
Balgaopalpur
Tahasil-Balasore
District-Balasore
Police Station-Remuna

Wholesale

SCHEDULE - 'B'

(Description of the property concerned in the lease agreement).

All that piece and parcel of land in revenue plot No. 140(p) in the IDCO's Industrial Complex at Balgopalpur within village limits Balgopalpur, P.S. Remuna, District- Balasore in Orissa, containing by admeasurement and marked by red coloured boundary lines on the plan annexed hereto.

On the North by : School and developed road.
On the South by : Plot No. 140(p).
On the West by : Village Boundary of Rasulpur.
On the East by : IDCO Road.

THE SCHEDULE OF PROPERTY ABOVE REFERRED TO:

Name of the Village: Balgopalpur, P.S., Remuna,
Tahasil- Balasore, District- Balasore.

<u>Khata No.</u>	<u>Plot No.</u>	<u>Area lease out</u>	<u>Rent.</u>
138	140(p)	Ac. 5.00	Rs. 312.50

Witness
Signature of the Party of the First Part
WITNESSES

Signature of the Party of the Second Part
WITNESSES

1. *Witness*
Signature of the Party of the First Part

1. *Witness*
Signature of the Party of the Second Part

2. *Witness*
Signature of the Party of the First Part

inspected by me with reference to approval from
Revenue Officer
Updesh Mitra Pat.
11-8-87

checked by me
CA H. K. Mahapatra
11-8-87

Infrastructure Development Corporation
Balgopalpur Industrial Complex



Malawi
SM



Registered 12- - -

Book No. 125

Vol. 141

1861 original

1862 Dupl

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124-83

Registered 459
Malawi