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D.S.R. BALASORE

11081859164

Long cost- 32100
Rent 9940
7.90240

A50 1589.00
A20 69.00
4.00
1589.00



Sri Rabintra Kumar Jha

Sushil Kumar Kheta

LEASE DEED FOR OUT RIGHT PAYMENT FOR INDUSTRIAL PLOTS

AN AGREEMENT entered into on this 29th day
of May Two Thousand Eight.

BETWEEN

Orissa Industrial Infrastructure Development Corporation established under the Orissa Act. I of 1981 having its Head office at IDCO TOWERS, Janapath, Bhubaneswar and hereinafter referred to as IDCO represented by Sri Rabintra Kumar Jha, s/o Late- Bhairab Kanta Jha, Aged about 47 years, Caste- Brahmin, Profession- Service Divisional Head, IDCO, Balasore (hereinafter called the "LESSOR" which expression shall, where the context so permits also include its representative and assignees of the one part.

For Enam Paper Mills Ltd. Kheta
Sushil Kumar Kheta
815108
SR KHETAN
Sr. Vice-President

For Orissa Industrial Infrastructure
Development Corporation
Sri Rabintra Kumar Jha
DIVISIONAL HEAD
IDCO BALASORE DIVISION

Franking No. 11081859164.....

SL. No. 266 Date 08.05.08

Name Rabinendra Kumar Jha
Divisional Head, IDCO, BIS

Address Dist: Balasore

Stamp Value Rs 870.10/- (Rupees eighty seven thousand ten only)

Signature of Applicant

Signature of
UPPERING ASST

Power and for Registration
between the hands of 7
and 10:30 AM on the 8th day of

May 2008
By Rabinendra Kumar Jha

S/o. Phasenab Kantar Jha
of Divisional Head

Dist. Balasore

By Case Bonahmin

by Profession Seaville

Registering Office
Balasore



Rabinendra Kumar Jha
5922
Rabinendra Kumar Jha
8/5

Execution is admitted
by the above Rabinendra Kumar Jha
Sushil Kumar Khatun

5923
Rushil Kumar Khatun
8/5

5924
Markand Charan Das
8/5

Identified by Markand Charan Das
of the same place and profession

Registering Office
BALASORE

AND

M/S. Emami Paper Mills Ltd At: Balgopalpur, PO: Rasulpur, Via: Mitrapur, PS: Remuna, Tahasil, Balasore, Dist: Balasore, being a company as defined in section 3 of the Companies Act, 1956 (Act. 1 of 1956) which is carrying on business with the registered office in 687, Anandpur, E M Bypass, Kolkata- 700 107 represented by its Sr. Vice-President (Finance) Sri Sushil Kumar Khetan, S/O. Sri Puranmal Khetan Aged: 42 years, Caste: Bania, Profession- Service at Present residing At:- C/o Ajaya Kumar Rana, Srikanthpur, Balasore-756 001, Permanent resident of At: 129A, Block "A", Bangur Avenue, Kolkata-700 055 authorized to execute the lease deed, agreement, deeds of contracts either for creation or relinquishment of any right, title or interest for and on behalf of the company, namely M/S. Emami Paper Mills Ltd (hereafter called the Lessee) which expression, unless there is anything repugnant to the context shall include its administrators, successors, legal representatives and assignees of the other part.

WHEREAS the Lessee has applied to the Lessor for the grant of lease of the piece of land comprising an area measuring approximately Ac.1.420 in the Industrial Estate Balgopalpur P.S. Industrial in the District of Balasore the State of Orissa more fully described in the Schedule hereunder and for greater clarification delineated in the Plan annexed thereto and coloured red, for starting an industry for expansion & modernization of existing Paper Plant.

AND WHEREAS the Lessor at his own expenses has developed and made them into suitable sites for putting up factory / workshop buildings to carry on their Industrial pursuits therein.

And Whereas the Lessor on the representation made by the lessee has agreed to grant the lease subject to the terms and conditions hereinafter specified or the land hereinafter referred as the DEMISED PROPERTY more particularly and fully described in the Schedule hereunder and valued at Rs. 7,81,000.00 (Rupees seven lakhs eighty one thousand) only.

for Emami Paper Mills Ltd.
Sushil Kumar Khetan
8/5/08
SK KHETAN
Sr. Vice-President

Orissa Industrial Infrastructure
Development Corporation
Babindra Kumar Singh
DIVISIONAL HEAD
BALASORE DIVISION

NOW, THEREFORE THIS DEED witnesseth and it is hereby agreed and declared as follows.

1. That the lessor in in consideration of sum of Rs. 7, 81,000.00 (Rupees seven lakhs eighty one thousand) only towards cost of land and development cost, the receipt of which amount the lessor hereby acknowledges before execution of these presents as per the covenants hereinafter contained, both hereby demise unto the lessee for the purpose of establishment of Industry. All that piece of Land measuring Ac. 1.420 in the Industrial Estate, Balgopalpur more fully described in the Schedule hereto together with all easements and appurtenant thereto To HOLD the said property for the term up to 24/03/2073. (65 years);

2. The Lessee agrees and admits its liability to pay any such further sum or sums towards premium of the demised land demanded by the Lessor consequent upon the Lessor being required to pay more towards the compensation under the provisions of the Land Acquisition Act in pursuance of the orders of any Civil Court or any other authority enhancing the amount of compensation awarded by the Collector other dues lawfully payable under the land acquisition expenses incurred by the Lessor towards payment of the higher compensation as may be assessed.

3. The Lessee shall install the plant and machinery within one year and go into commercial production within three years from the date of taking possession of the property.

For any construction, addition or alternation to the existing building and for any additional construction, the lessee shall submit the building plans and take up such construction, addition, alteration or additional construction only after obtaining approval of the Lessor.

4. The Lessee shall not assign, transfer, encumber, or part with his interest either in part or in whole in any manner whatsoever without the previous approval of the Lessor. It shall be open to the Lessor to grant or refuse approval or impose any condition if it considers necessary and suitable.

For Emami Paper Mills Ltd.

Rishi Kumar Verma 8/5/08

SK KHETAN
Sr. Vice-President

Gurgaon Industrial Infrastructure
Development Corporation

Jobinder Kumar
DIVISIONAL HEAD
8/5/08
Gurgaon Industrial Infrastructure
Development Corporation

5. Notwithstanding anything contained in the lease deed, the Lessee with the previous consent in writing of the Lessor can assign or transfer his interest in the property in favour of any schedule Bank/Financial Institution /Life Insurance Corporation or any other bonafide source for securing loan to be advanced by them for purchase of machinery and raw materials etc.

Provided further where the Lessee for the purpose of constructing a building on the demised property seeks to obtain loan from a Bank or other financial institution by mortgaging his leasehold interest on the demised property in favour of such Bank or Institution, permission of the Lessor shall be deemed to have been given subject to the conditions.

- a. that such mortgage shall not affect the rights and powers of the Lessor under this deed and,
- b. that the Lessor before exercising its rights and powers under this lease deed will consult the Bank or Financial Institution as the case may be.

6. In the event of death, insolvency or liquidation or the Lessee, the person on whom the title devolves shall within three months of the devolution give notice of such devolution to the Lessor.

The person or whom the title devolves shall supply to the Lessor certified copies of the documents, evidencing the transfer of devolution.

7. The Lessee shall pay all existing and future rates and taxes, charges, claims, assessment outgoing of any description chargeable against the Lessor or occupier in respect of the allotted land and building erected thereon.

8. Paying the rent hereby reserved as stated above, by observing the terms and conditions of this agreements, the Lessee shall occupy the property and carry on his industry/ business without any obstruct or interruption from the Lessor or its successors.

9. The Lessee shall pay to the lessor maintenance charges for maintenance of all common facilities like roads, public health works, drainage and sewerage disposal system etc. in respect of demised property in the Industrial Estate as decided by the IDCO from time to time.

For Emami Paper Mills Ltd.
Suziel Venen Kler
8/5/08
SK KHETAN
Sr. Vice-President

Orissa Industrial Infrastructure
Development Corporation
8/5/08
DIVISIONAL HEAD
CO. RAJASORE DIVISION

10. The Lessee shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc.

11. The lessee shall pay Rs.1065/- per annum i.e. 1 percentage of the premium of land towards Ground Rent and Rs.799/- per annum towards Cess subject to revision of the concerned Revenue authority.

12. The Lessee shall not use the property for any purpose other than the one for which the allotment has been made in his favour by the Lessor.

13. The Lessee shall not normally alter the name or the constitution of the concern by changing a proprietary one into a partnership firm or effect such other changes without prior intimation in writing to the lessor.

14. The Lessee will take possession of the property on "as it is" condition and no further demand for any development, such as earth filling, raising and the level etc. shall be entertained. Any other improvement or development is purely the responsibility of the Lessee.

15. Any Officer of the Lessor or its authorized representative shall be entitled at all reasonable times to enter upon the property to view and inspect the same whenever necessary and to ascertain the condition thereof.

16. If the dues of the Lessor hereby reserved or any part thereof shall at any time being arrears and unpaid for 6 calendar months next after the date on which the same shall have become due whether the same shall have been lawfully demanded or not, or if there is a breach or non-observance by the Lessee of any of the conditions and covenants herein contained and the Lessee fails to remedy the breach within 6 months of the notice in writing given by the Lessor or becomes insolvent or enters into an agreement with his creditors for composition of the said business, this agreement will be deemed to have been determined and the Lessor may not withstanding the waiver of any previous causes of action or rights or remedy of the Lessor for recovery of rent remaining due under the lease, enter upon the said land and re-possess the same as if this demised premises had not been leased out and in such a case the Lessee shall pay to the lessor such amount byway of damages or such other charges as may be determined by the Lessor. The amount of damages or other dues recoverable from the Lessee will be adjusted against the amount already paid by the lessee. If after such adjustment there remains any surplus, the same only is returned to the lessee without any interest. If after such adjustment, there remain some dues recoverable from the Lessee and if he fails to pay the same the lessor shall be free to take any legal action as he deems fit.

For Emami Paper Mills Ltd.

Sushil Kumar Khasan
8/5/08

SK KHETAN
Sr. Vice-President

For Orissa Industrial Infrastructure
Development Corporation

Bindu Kumar
8/5/08
DIVISIONAL HEAD
PAY ASORE DIVISION

17. In the event of the cancellation of the allotment the Lessee shall be bound and liable to vacate and deliver to the Lessor the vacant possession of the property free from all obstructions, failing which the lessee shall be liable to pay to the lessor damages at the rate of Rs.500/- per day of unauthorized use and occupation of the property besides any other liabilities provided for in this agreement or in any other law for the time being in force.

18. In case the Lessee wants to terminate this agreement of his own accord before the expiry of the period of lease he shall give six months notice to the Lessor in that behalf and in such case the Lessee shall pay to the Lessor such amount by way of damages as may be determined by the lessor. The amount of damages and other dues, if any recoverable from the Lessee will be adjusted against the amount already paid by the lessee .If after such adjustment there remains any surplus, it shall be returned to the Lessee after the Lessee duly, hand over possession of the property to the lessor. If after such adjustment there still remains any dues to be recovered from the Lessee and if he fails to pay the same the Lessor shall be free to take any legal actin as it deems fit.

19. If the Lessee fails to carry out any necessary repairs to the property or the construction of the culvert, or shall neglect to pay any taxes or other dues which the lessee is; bound to make under this agreement and shall fail to comply with the same even after fifteen days of receipt of a notice from the Lessor the Lessee may carry out such repairs or construct the culvert or make such payment if any due on; behalf of the Lessee; but shall not be bound to do so, and recover the cost incurred or the amounts paid as if there are installments due; by adopting proceedings under the provisions of Orissa Public Demand and Recovery Act.,1962 or by taking other suitable steps.

20. The Lessor shall, however have the discretion of permitting the lessee to fulfil the obligation and liabilities under this agreement on such terms as the lessor may determine and as the circumstances may warrant.

21. All installments and other dues payable byte Lessee shall be recoverable as public demand under the Orissa Public Demand Recovery Act., 1962.

22. The Lessor shall not be responsible for any damage caused to the property by natural calamities like flood, earthquake, cyclone or any other act of God and explosion, fire, riot etc.

For Emami Paper Mills Ltd.

Sushil Kumar Khater
8/15/08

SK KHETAN

Sr. Vice-President

Orissa Industrial Infrastructure

Development Corporation

Debintra Kumar
DIVISIONAL HEAD
8/15/08
TO PAYABLE DIVISION

23. The Lessor reserves the right to the mineral wealth including minor minerals, on, in or under the area covered by the lease and the lessee will have the surface rights over the land. The existing customary rights of Government and the Public, in roads and paths through or bounding the land are reserved and are no way affected by the lease.

24. The lessee shall not at any time during the tenure of the lease, acquire an absolute or exclusive proprietary right over the land or claim any such right whatsoever, excepting the rights to use the land and the shed in the manner prescribed herein and in case of any transfer of the land either in the usual course of inheritance or by rights of succession or by way of adverse possession and easementary right of any third party as applicable against the land belonging to the government or in case of an encumbrance created either voluntarily by the Lessee or otherwise ;by an order of the Civil Court, the limitations, conditions and restrictions imposed in this deed of lease will apply "Mutatis Mutandis" to any outsider claiming interest over the demised premises through the lessee and for such purposes or otherwise in construing any of the terms in this deed of lease the provisions of the Government Grants Act.,1895 the provisions of the Transfer of Property Act.,1882 will not be applicable.

25. The Lessee shall duly comply with the provision of the Orissa River Pollution Prevention Act.,1953 and the rules made there under as also with any condition which may, from time to time, be imposed ;by the Orissa River Board constituted under the said Act as regards collection, treatment and disposal or discharge or effluents or waste or otherwise howsoever and shall indemnify and keep indemnified the Lessor against the consequences of any breach or ;non compliance of any such provision or condition as aforesaid.

26. The Lessee shall not at any time cause or permit to be caused any nuisance in or upon the demised premises or anything which shall cause unnecessary annoyance or inconvenience or disturbance to the occupiers of any other plots in the said Industrial Estate.

27. The Lessee shall not keep on the demised premises any horses, cattle, poultry or other animals nor do or permit to do anything thereon which may be nuisance, annoyance or disturbance to the Lessor's, occupiers or residents of other premises in the vicinity.

For Emami Paper Mills Ltd.
Sd/- K. K. Khetan 8/5/08
SK KHETAN
Sr. Vice-President

Orissa Industrial Infrastructure
Development Corporation
Sd/- Divyanshu Kumar
DIVISIONAL HEAD
TO PLANT DIVISION

28. That should the demised land or part thereof be at any time required by the Lessor for any purpose declared by State Government to be a public purpose, the Lessor shall be entitled to resume the demised land or such part thereof and on giving 6 month's notice in writing and on the expiry of the said period may, through Officer or person authorized by Government in that behalf may re-enter and take possession of the said demised land or; part thereof and of all buildings and structures thereon and compensation as may be determined proper ;by the Lessor will be paid to the lessee.

29. On the expiry of the lease period or termination of the lease due to the breach of the conditions of the deed or the transfer of the land or its mis-utilisation by the Lessee the Lessor will have the right of re-entry over the land and take over the possession of the building. In case if the Lessee has made any additional construction and the lessor may also pay the Lessee the cost actually incurred by him for Any such additional construction or their depreciated value as determined by such authority as may be decided by the Lessor or the market value thereof on the date of re-entry as the same may be estimated by such authority whichever is less otherwise If the Lessor does not wish to take over additional construction the Lessee shall be bound to remove them within a period fixed by the Lessor and in case the Lessee fails to do so ,the construction shall lapse to the Lessor and in case the Lessor fails to do so, the construction shall lapse to the lessor and no compensation whatsoever on this account will be payable to the lessee by the Lessor.

30. The land in the Industrial Estate having been constructed for promoting the development of Industries and to provide facilities to the entrepreneurs for setting up Industries, for setting up Industries, for regulating the use of the factory building or otherwise if during the tenure of this Lease any relevant Act. Is passed or enforced by the State Legislature of Orissa the terms and conditions of this deed will be deemed to have been automatically amended in accordance therewith, and any term of condition hereof if found repugnant to such Act of the Legislature, will be treated as void and not binding on the parties.

31. That notwithstanding anything contained in these present, the Lessor may on determination of this agreement under Clause 19 or 21 transfer or lease out the property including the addition or alternations, if any, person by private negotiation or public auction or otherwise at the option of the Lessor and on such terms and conditions as the Lesser deems fit.

For Emami Paper Mills Ltd.
Pratik Kumar 8/5/09
SK KHETAN
 Sr. Vice-President

Orissa Industrial Infrastructure
 Development Corporation
Pratik Kumar 8/5/09
DIVISIONAL HEAD
 P. M. ASORE DIVISION

32. Notwithstanding anything herein before contained where the lessee has become liable to be evicted or is evicted from the said property under any of the foregoing conditions, the Lessor may in its discretion continue the allotted property in the occupation of the Lessee on payment of such fine by the Lessee as may be decided by the Lessor and in such a case this agreement shall have effect as if there had been no eviction of the lessee.

33. a. That if the Lessee utilizes only portion of the land for the purpose for which it was allotted and the Lessor is satisfied that the Lessee can continue to utilize the portion of the land used by it even if the unutilized part thereof is resumed the Lessor may make an order declaring the transfer of the land with respect to the unutilized portion thereof as null and void where upon such unutilized portion shall revert to the Lessor and direct that an amount not exceeding one fourth of such portion of the amount paid by the lessee as cost of acquisition of land, or as premium for lease of land as is relative to the unutilized portion shall be forfeited to the Lessor as damage and that balance of that portion shall be refundable to the lessee and the order so made shall subject to the provisions of sub-clause (b) below be final and binding.

b. That where there is any dispute, with regard to the amount relatable to the utilized portions of the land such dispute shall be referred to the Govt. in the Industries Department and the decision of the Government thereon shall be final.

34. The Lessor shall not, be responsible for any defects, structural or otherwise in the property.

35. The Lessor shall reserves the right to impose any further conditions and stipulations or alternations in the covenants necessary at any time for the establishment of the Industrial Estate to implement this agreement and for the benefit of the Industrial Estate as a whole.

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

37. The Lessee shall train in their factory/workshop and power house such number of residents of the State as may; be deputed from time to time by the Government of Orissa.

For Emami Paper Mills Ltd.
Sushil Kumar Khanna
8/1/08
SK KHETAN
Sr. Vice-President

Orissa Industrial Infrastructure
Development Corporation
Debi Prasad Singh
8/1/08
DIVISIONAL HEAD
IDCO PROJECTS DIVISION

38. All costs and expenses for preparation, execution and registration of this lease will be borne and paid by the lessee.

39. That only the courts situated in the district of **Balasore** shall have jurisdiction to decide upon any dispute or litigation between parties hereto.

40. Any notice required to be made or given to the Lessee hereunder shall be deemed to have; been duly served on him if sent by the Lessor or any other Officer authorized by him in his behalf, through post by registered letter, addressed to the lessee at the address of the said; business or at the registered office of the firm and failing that, if it is affixed at the entrance of the said premises in the presence of the two witnesses.



For Emami Paper Mills Ltd.

Sushil Kumar Khator
8/5/08

SK KHETAN
Sr. Vice-President

Industrial Infrastructure
Development Corporation

Dabindro Kumar
DIVISIONAL HEAD
8/5/08

SCHEDULE

Description of the property concerned in the lease agreement

All that piece land parcel of land appertaining to Rev. Plot No. 269-(Two hundred sixty nine), 270 (Two hundred seventy) & 271-(Two hundred seventy one) corresponding Khata No 223 Kisam- Puratan Patita respectively in revenue village: Balgopalpur comprising an area of Ac.1.420 Rent. Rs.1065.00 Corresponding to IDCO Plot No. 17/D in IDCO's. Industrial Complex at Balgopalpur Tahasil: Balasore PS: Industrial Area Police Station District: Balasore P.S. No.130 under the jurisdiction of DSR office Balasore in Orissa, containing by ad-measurement and marked by red coloured boundary lines on the plan annexed thereto.

Revenue Plot Nos: 269- Ac. 0.41, 270- Ac. 0.85 & 271-Ac. 0.16 Total Area= Ac. 1.420 in one patch.

On the East by: IDCO Road
On the West by: Pvt. Land
On the North by: IDCO Plot No: 17/C
On the South by: Pvt. Land

IN WITNESS WHEREOF the parties hereto have signed this deed on the date and year respectively mentioned against their signature.

Industrial Infrastructure Development Corporation

Subinendra Kumar
DIVISIONAL HEAD
SIGNATURE OF THE PARTY
OF THE FIRST PART

For Enami Paper Mills Ltd.

Sushil Kumar Khanna 8/5/08

SK KHETAN

SIGNATURE OF THE PARTY
OF THE SECOND PART.

WITNESSES

1. *Mahend Chandra Das*
S/o Basu Das
Am, IDCO, Balasore 8/5/08

2. *Satoungan Senapati*
S/o Akadasi Senapati
IDCO, Balasore 8/5/08

WITNESSES

Manoj Kumar Parhi
S/o Upendra Prasad Parhi 8/5/08
1. *M. K. Khanna*
Mg. Enami Paper Mills Ltd.
Balgopalpur Mill Estate P.O. Rasalpur.
Dist: Balasore - 756020

2. *Sunajit Mohapatra*
S/o. Purna ch. Mohapatra
Enami Paper Mills Ltd.
Balgopalpur
Balasore.

Industrial Infrastructure Development Corporation

Subinendra Kumar
DIVISIONAL HEAD
SIGNATURE OF THE PARTY
OF THE FIRST PART

For Enami Paper Mills Ltd.

Sushil Kumar Khanna 8/5/08

SK KHETAN
Sr. Vice-President



we
8/5/08

Registering Officer,
BALASORE



Registered and True Copy

I filed in—

Sheet No. I

Volume No. 183

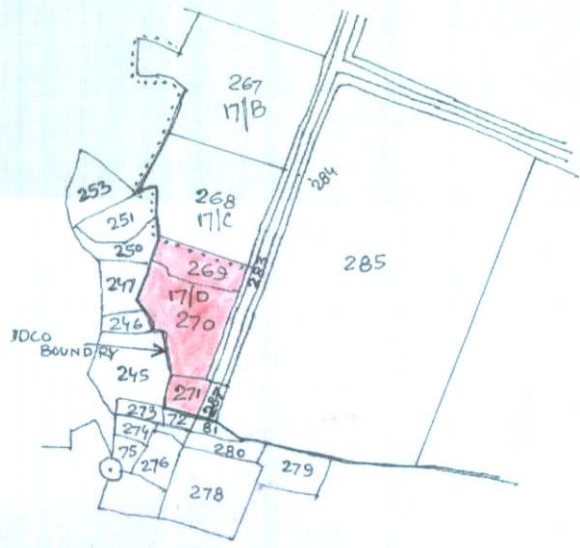
Pages 29 to 53

Serial No. 2660-01

For the Year - 2008

[Signature]
8/5/08

Registering Officer,
Balasore



SITE PLAN OF M/S. EMIATH PA PER MILL (P) LTD
1. BALGOPALPUR VILL. BALGOPALPUR
P. JT NO. 17/D
F. AS PER SETCH 1"=330'-0"
R. 269, 270, 271
S. 0-41 (AD), 0-85, 0-16 (AD)
T. 223
L. 4C. 1.42



V. 183
P-29 to 53
D-2660 (C) / 2008

MC
S. V. Rao
Registering Officer
BALASORE

R. I. (RETD)
IDCO, BALASORE

Assistant Manager (ADMN)
IDCO, Balasore

DIVISIONAL HEAD
IDCO, BALASORE