D.S.R. BALASORE

10061007402





gistration Document No.

District Registe

A560 (V)

DEED FOR OUT RIGHT PAYMENT FOR INDUSTRIAL PLOTS UNDER SEC-29 OF **SFC ACT-1951**

entered into ..Two thousand Ten.

BETWEEN

Orissa Industrial Infrastructure Development Corporation established under the Orissa Act.1 of 1981 having its Head office at IDCO TOWERS, Janapath, Bhubaneswar and hereinafter referred to as IDCO represented by Shri Markand Charan Das, S/O Late Basu Das, Aged-56 years, Caste-Gopal , Profession-Service, Deputy Manager (Admn), IDCO, Balasore (hereinafter called the "LESSOR") which expression shall, where the context so permits also include its representative and assignees of the one part.

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M/S Emami Paper Mills Ltd At: Balgopalpur PO:Rasulpur,Via:Mitrapur PS:Remuna,Tahasil,Remuna Dist: Balasore,being a company as defined in section 3 of the Company Act,1956(Act.1 of 1956) witch is carrying on business with the registered office in 687,Anandpur,E M Bypass,Kolkata-700107 represented by its Joint president Sri Sushil Kumar Khetan,S/O .Sri Puranmal Khetan Aged:45 years,Caste-Bania ,Profession-Service at present residing At: -C/o Ajay Kumar Rana ,Srikanthapur,Balasore-75001,Permanent residing of At:129A,Block"A",Bangur Avenue,Kolkata-700055 authorized to execute the lease deed ,agreement, deeds 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 (herein after 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 Ac. 5.00 in the Industrial Estate, Balgopalpur P.S. Remuna 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 manufacturing of papers

described in the Schedule hereunder and for greater clarification delineated in the Plananexed thereto and coloured red, for starting an industry for manufacturing of papers

AND WHEREAS the Lessor at his own expenses has developed and made them into suitable sites for putting up factory/workshop buildings and such building have been constructed by the lessor for the benefits of entrepreneurs to enable them to carry on their Industrial pursuits therein.

AND WHEREAS OFFICIAL LIQUIDATOR, ORISSA HIGH COURT, CUTTACK has taken over the assets of M/S. Coastal Synthetics Private Limited and transferred the assets viz-Land & Buildings vide their letter No.37 dated 17.04.08 in favour of M/S. Emami Paper Mills Ltd. by virtue and requested the lesser OIIDC in their letter No.20768 dated 05.11.2008 to re-allot the above land in favour of the lessee.

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

For Emami Paper Mills Ltd.

- 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 12 months and go into commercial production within two years from the date of taking possession of the property.

 For any construction, addition or alternation to the existing building and for

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

- 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.
- 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.

(S.K.Khetan)
Joint President

ETCH CLARCON DAY

TOPPUTY MANAGER (ADMN) 21-1

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.

- That such mortgage shall not affect the rights and powers of the Lessor a. under this deed and,
- That the Lessor before exercising its rights and powers under this lease b. deed will consult the Bank or Financial Institution as the case may be.
- 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.
- Paying the rent hereby reserved as stated above, by observing the terms and 8. 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.
- 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 5 etc. in respect of demised property in the Industrial Estate as decided by the IDCO from time to time.
- The Lessee shall pay directly to the concerned authorities all charges for the consumption of electricity, water etc.
- The lessee shall pay Rs250.00 per annum i.e.1 percentage of the premium of land towards Ground Rent and Rs188.00 per annum towards Cess subject to revision of the concerned Revenue authority.
- The Lessee shall not use the property for any purpose other than the one for which 12. 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.
- The Lessee will take possession of the property on "as it is" condition and no 14. further demand for any development, such as earth filing, raising and the level etc. shall be entertained. Any other improvement or development is purely the responsibility of the Lessee.
- 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.
- If the dues of the Lessor hereby reserved or any part thereof shall at any time 16. 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 byte 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 determined and the Lessor may not withstanding the waiver of any previous causes of 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.
- 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.

In case the Lessee wants to terminate this agreement of his own accord before the

18.

- The Lessor shall, however have the discretion of permitting the lessee to fulfil the 20. 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 patural calamities like flood, earthquake, cyclone or any other act of God and explosion.
- natural calamities like flood, earthquake, cyclone or any other act of God and explosion, fire, riot etc.
- 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.
- 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

DEVELOPMENT CORPORATION

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.

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 ct as regards collection, treatment and disposal or discnarge.

 therwise howsoever and shall indemnify and keep indemnified the Lesson ...

 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 representations.

 The demised premises any horses, cattle, poultry or which may be nuisance, annoyance in the vicinity. The Lessee shall duly comply with the provision of the Orissa River Pollution

- 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 demise 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 a 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.

- 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.
- Notwithstanding anything herein before contained where the lessee has become 32. 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.
- That if the Lessee utilizes only portion of the land for the purpose for which 33. 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

GER (ADMN) 21-10-10 DEVELOPMENT CORPORATION

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 of below be final land binding.

- b. That where there is any dispute, with regard to the amount relatable to the utilized portion of the land such dispute shall be refereed 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 land regulations of the lessee.
- 37. The Lessee shall train in their factory/workshop land power house such number of residents of the State as may; be deputed from time to time by the Government of Orissa.
- 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.

SCHEDULE

Description of the property concerned in the lease agreement

All that piece land parcel of land appertaining to Rev. Plot No. 266-Ac.4.58 of Kissam-Karakhana & 700 (P)-Ac.0.42 of Kissam-Patita Khata No. 223 in revenue village: Balgopalpur, comprising an area of Ac 5.00 Rent. Rs. 250.00 and Cess of Rs. 188.00 Corresponding to IDCO Plot No17/A in IDCO's Industrial Complex at Balgopalpur Tahasil: Remuna P.S Remuna.No.105 District: Balasore 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.

On the North by:

Private Land

On the South by:

IDCO Plot

On the East by:

IDCO Road

On the West by:

Private land

IN WITNESS WHEREOF the parties hereto have signed this deed on the date and year

respectively, mentioned against their signature.

FOR ORISSA INDUSTRIAL INFRASTRUCTURE

DEVELOPMENT CORPORATION

DEPUTY MANAGER (ADMN)

WITNESSES

OF THE SECOND PART. WITNESSES

2. Debendra nælli Giri 5/0 Shyem Sunday Giri Deo, Bela Soze 21.10.10

Joint President

For Emami Paper Mills Ltd.

SIGNATURE OF THE PARTY

FOR ORISSA INDUSTRIAL INFRASTRUCT DEVELOPMENT CORPORATION

Markand charge Das 21.10.10

DEPUTY MANAGER (ADMIN) IDCO, BALASORE

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District Registering Office O

Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. ——Fees Paid: A5(c)-Rs.6719,, User Charges-Rs.250, Total Rs.6969

Date: 21/10/2010

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar BALASORE between the hours of 10:30 AM and 02:30 PM on the MARKANDA CHARAN DAS DEPUTY MANAGER OF IDCO, son/wife of , of IDCO, BALASORE , by caste , profession and finger prints

Markens Chapean Das

Date: 21/10/2010

Signature of Registering officer

Endorsement under section 58

Execution is admitted by:

Name	Photo	Thumb Impression	Signature			
MARKANDA CHARAN DAS DEPUTY MANAGER OF IDCO	TO THE REPORT OF THE PARTY OF T	566382	Marward Durth			
SUSHIL KUMAR KHETAN JOINT PRESIDENT OF EMAMI PAPER MILS		382130	Chal Ihma Wall			

Identified by SATRUGHANNA SENAPATI Son/Wife of EKADASI SENAPATI of IDCO, BALASORE by profession Service

Name	Photo	Thumb Impression	Signature		
SATRUGHANNA SENAPATI		335268	Shimpun.		

Date: 21/10/2010

Remark from Registering Officer: ok

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registration office : BALASORE

Book Number: 1 | | Volume Number: 135

Document Number: 10061007402

For the year : 2010

Seal:

Date: 21/10/2010

Signature of Registering officer

This is a Computer Genarated Certificate



Endorsement of the certificate of admissibility

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Marinand Chareou Das

Signature of Presenter Date: 21/10/2010 Signature of Registering officer

Endorsement under section 58

Execution is admitted by:

Name	Photo	Thumb Impression	Signature			
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SUSHIL KUMAR KHETAN JOINT PRESIDENT OF EMAMI PAPER MILS		382130	Sund Ihan July			

Identified by SATRUGHANNA SENAPATI Son/Wife of EKADASI SENAPATI of IDCO, BALASORE by profession Service

Name	Photo	Thumb Impression	Signature		
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Date: 21/10/2010

Remark from Registering Officer: ok

Signature of Registering officer

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