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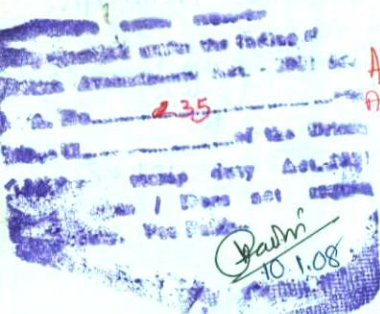


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ଜୋଡ଼ିଆ
10.1.08

00005
D.S.R. BALASORE

11101603318

Period of
Lease: 66 yrs



45 @ 17446.
1199 69.
5 4.
17519.

Cost of land Rs 8,61,300
Rent + cess
Rs 10064
= 2741 x 4 =
Total Rs 872264
Value Rs 872300



Sri Rabin Kumar Jha

Sushil Kumar Kheta

LEASE DEED FOR OUT RIGHT PAYMENT FOR INDUSTRIAL PLOTS

AN AGREEMENT entered into on this 10th day
of January 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 Rabin Kumar Jha, s/o Late- Bhairab Kanta Jha, Aged about 46 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 EMAMI PAPER MILLS LTD

Sushil Kumar Kheta
S.K. KHETA
Sr. Vice-President

Orissa Industrial Infrastructure Development Corporation
Rabin Kumar Jha
DIVISIONAL HEAD

M.R.No. 12/2008
10.1.08

Sri Rabindra Kumar Jha At/PD: IDCO
Office, Balasore franked Nonjudicial
stamp of Rs. 95953/- (Rupees Nintyfive
thousand Nene hundred Fifty three) only
* Rabindra Kumar Jha.

10.1.08

Personnel for Registration

between the names of 10 A.M.
and 2.30 P.M. on 10th day of

Jan 2008
By Rabindra Kumar Jha
S/o. Sri Bhaishale Kant Jha
of Divisional Head IDCO
Dist. Balasore
By Name Bhaishale Kant Jha
By Profession 10/11

Registrar
Balasore



* Rabindra Kumar Jha 10/1

386 * Rabindra Kumar Jha 10/1

Execution is admitted

by the above Rabindra Kumar Jha
Sushil Kumar Khetan

387 * Sushil Kumar Khetan 10/1

Identified by Markanda Charan Das
S/o. Markanda Charan Das
of the same place and profession

388 * Markanda Charan Das 10/1

Registrar
Balasore

A N D

Emami Paper Mills Ltd. At. Balgopalpur, P.O. Rasulpur, Via- Mitrapur, P.S. Remuna, Tehsil: Balasore, Dist. Balasore, Orissa, 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, son of Sri Puranmal Khetan Aged: 42 years, Caste: Bania, Profession- Service at Present residing At:- C/o. Ajaya Kumar Rana, Srikanthpur, Balasore - 756 001, and Permanent residence 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, (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.

For Emami Paper Mills Ltd.

Sushil Kumar Khetan
S.K. Khetan, 10/10/08
Sr. Vice-President.

WHEREAS the Lessee has applied to the Lessor for the grant of lease of the piece of land comprising an area measuring approximately 6337.382 SqM 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 Project.**

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. 8,61,300.00 (Rupees eight lakhs sixty one thousand three hundred) only.

For Co-operative Industrial & Service Co-operative

Robindra Kumar Das
DIVISIONAL HEAD
10/10/08
CO-OP. BALASORE DIVISION

For Enami Paper Mills Ltd.
Sushil Kumar Khatun
S.K. Khatun, 10.01.08
Sr. Vice-President.

For Emerald Paper Mills Ltd.
Gushid Kenner Keeth
S.K. Khetan, 1
Sr. Vice-President.

For Emerald Paper Mills Ltd.
Gushid Kenner Keeth
S.K. Khetan, 1
Sr. Vice-President.

For Emerald Paper Mills Ltd.
Gushid Kenner Keeth
S.K. Khetan, 1
Sr. Vice-President.

For: **Prasad Industries** : structure
Prasad Industries Corporation
Prasad Industries
DIVISIONAL HEAD
INCO BELASORE DIVISION
 10/01/08

For: **Prasad Industries** : structure
Prasad Industries Corporation
Prasad Industries
DIVISIONAL HEAD
INCO BELASORE DIVISION
 10/01/08

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.
S.K. Khetan, 10/11/08
Sr. Vice-President.

For Director, Infrastructure
Development Corporation
10/11/08
IDCO BALASORE 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.1253/- per annum i.e. 1 percentage of the premium of land towards Ground Rent and Rs.940/- 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

For Emani Paper Mills Ltd.
Rajesh Kumar Khetan 10/10/18
S.K. Khetan, Sr. Vice-President.

For Charges & disbursement for structure
Develop ment Corporation
Rajendra Kumar 10/10/18
DIVISIONAL HEAD
MCO BELASORE DIVISION

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.

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.

For Emerald Paper Mills Ltd.

Susilo Kumar Khetera 10/10/08

S.K. Khetera,
Sr. Vice-President

For Orissa Industrial Infrastructure
Development Corporation

Dr. P. D. Singh
DIVISIONAL HEAD 10/10/08

GO BALASORE DIVISION

21. All installments and other dues payable by 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.

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.

For General Paper Mills Ltd.
Sushil Kumar Khatun
S. M. Khatun, 10/10/08
S. M. Khatun, President

For Orissa Industrial Infrastructure Development Corporation
Rajendra Kumar Jha
10/10/08
DIVISIONAL HEAD
PCCO BALASORE DIVISION

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.

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.

For Emami Paper Mills Ltd.

Fazli Kumer Khatun
S.K. Khatun, 10/01/08
Sr. Vice-President.

For Emami Paper Mills Ltd.
Develop m-n Corporation

Robindro Kumar
DIVISIONAL HEAD 10/01/08
1000 BALASORE DIVISION

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.

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 portion 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.

For Emani Paper Mills Ltd.
Sachin Karmy Khar
S.K. Khetan,
10/10/108
Sr. Vice-President

1. General Manager
Industrial Corporation
Robindra Kumar Jha
10/10/108
DIVISIONAL HEAD
IDCO BALASORE DIVISION

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.

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 Emarji Paper Mills Ltd.

Sushil Kumar Khatun
S.K. Khatun, 10/10/08
Sr. Vice-President

Copy to district & structure
Levy m-c Corporation

Dr. Indira Kumar
DIVISIONAL HEAD
10/10/08
P.O. BALASORE DIVISION

SCHEDULE

Description of the property concerned in the lease agreement

All that piece land parcel of land appertaining to Rev. Plot No. 166(P)-(One hundred sixty six part), 165 (One hundred sixty five), 178(p)- (One hundred seventy eight part) corresponding Khata No223 Kisam- Puratan Patita respectively in revenue village: Balgopalpur comprising an area of Ac.1.566 Rent. Rs.1253.00 Corresponding to IDCO Plot No. A/3, A3/1 & 6A/1 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: 165- Ac. 0.550, 166(p)- Ac. 0.516- Total Area= Ac. 1.066 in one patch.

- On the East by: IDCO Land
- On the West by: IDCO Road
- On the North by: Plot No: 163, 164
- On the South by: IDCO Land

Revenue Plot Nos: 178(p)- Ac. 0.50

- On the East by: IDCO Land
- On the West by: IDCO Road
- On the North by: IDCO Road
- On the South by: IDCO 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
Robinendra Kumar Jha
10/01/08
SIGNATURE OF THE PARTY OF THE FIRST PART

For Emami Paper Mills Ltd.
Sushik Kumar Khata
S. K. Khata
10/01/08
SIGNATURE OF THE PARTY OF THE SECOND PART

WITNESSES

Markand Charean Das
10/01/08
AM, IDCO, Balasore

For Orissa Industrial Infrastructure Development Corporation
Robinendra Kumar Jha
10/01/08
DIVISIONAL HEAD
IDCO BALASORE DIVISION

WITNESSES

Mang Kumar Pashi
10/01/08
1. Emami Paper Mills Ltd
Balgopalpur, Balasore
2. Susajit Mohapatra
10/01/08
Emami Paper Mills Ltd
Balgopalpur, Balasore

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Sushil Kumar Khetan 2001 ආදියට පිටුව 014
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Registering Office
BANGALORE



— 182 —

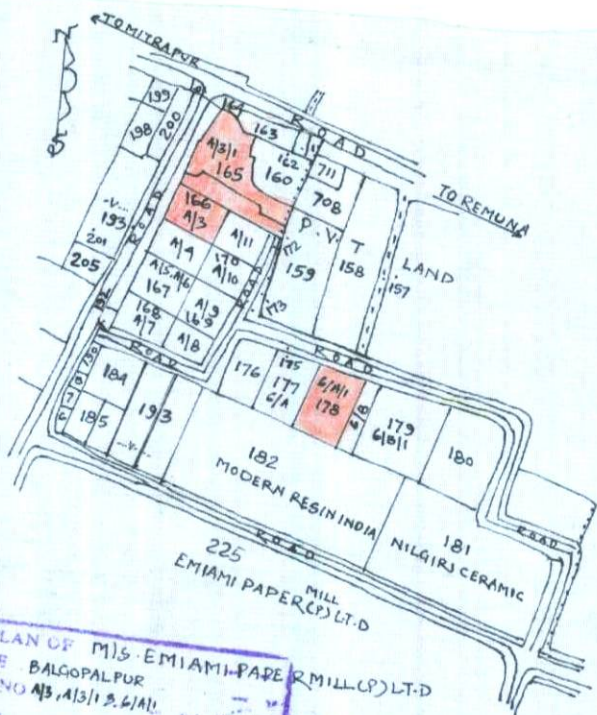
Volume No. 19

Pages... 22.3 24.5

164 (original)

For the Year - 2008

Registering Officer
Rajasingh



SITE PLAN OF M/S. EMIAMI PAPER MILL (P) LT-D
 AT I.E. BALGOPALPUR
 PLOT NO A/3, A/3/1, A/4/A/1
 CONT. AS PER SATCH
 M/S. BALGOPALPUR
 REV. PLOT NO 166 (P) 0.516, 178 (P) 0.580
 KATA NO 223 - 0.550 (M)
 TOTAL AREA 1-566 (M)

ALLOTMENT LAND SHOWN THUS

V. 12
 P-223 + 0.2456
 D-164 (0)/2008



10/08/08
 District Office
 BALASORE

Assistant Manager (A)
 IDCO, Balasore

DIVISIONAL HEAD
 IDCO, BALASORE DIVISION

22-8-07
 Retired & g
 Estimator
 IDCO, Balasore
 Division.

Gushu Kumar