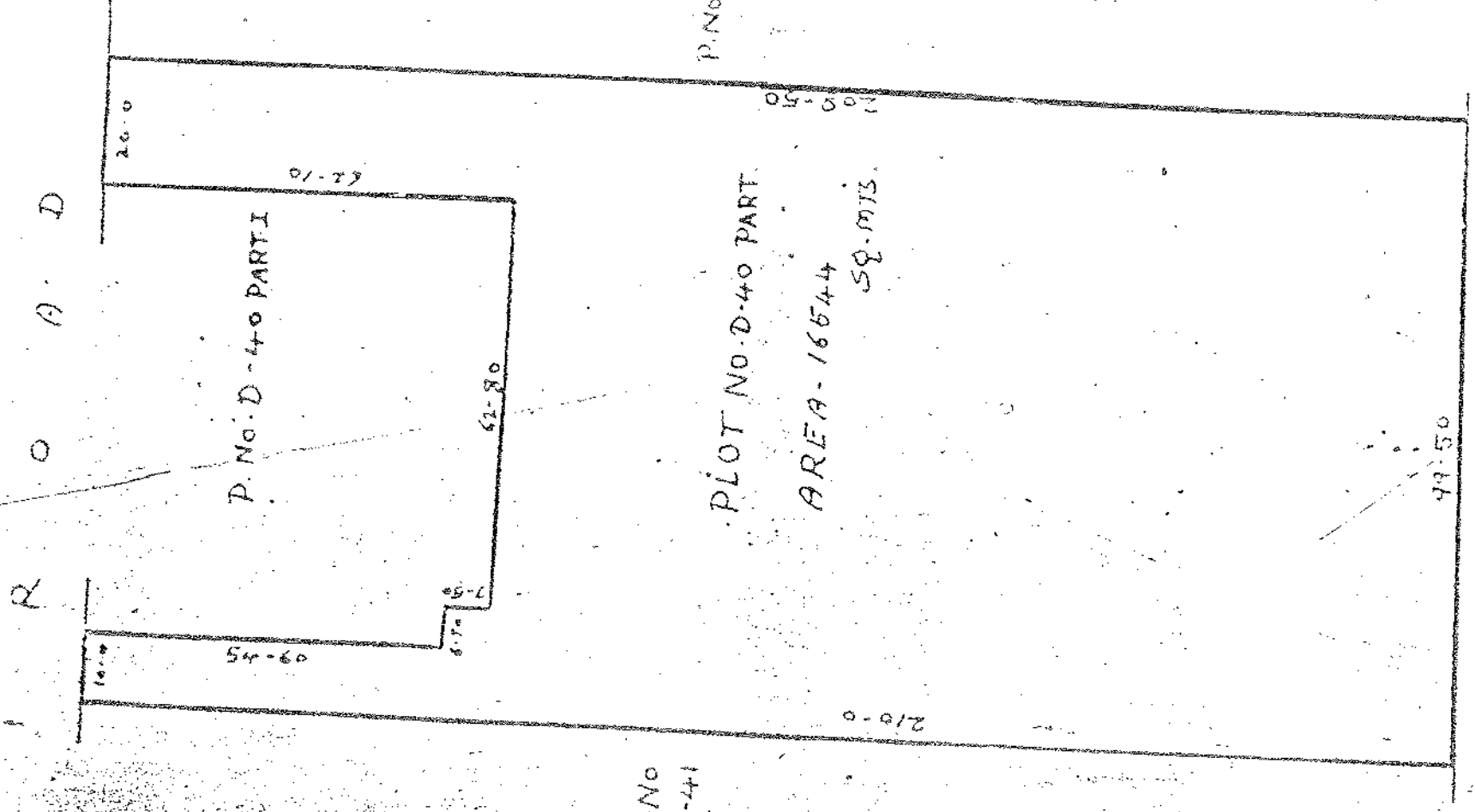


VILLAGE BONGRAY TAL. DISTRICT



P. No. D-41

PLOT NO. D-40 PART
AREA - 16544
SQ. MTS.

P. No. D-34

P. No. 2

1000

1000

1000

RECEIVED BY THE GOVT. OF INDIA

8-1981

RECEIVED BY THE GOVT. OF INDIA

8-1981

RECEIVED BY THE GOVT. OF INDIA

8-1981

RECEIVED BY THE GOVT. OF INDIA

8-1981

CERTIFIED under sec. 32 of the Bombay Stamp Act

1958, that the full stamp duty has been paid (Rs. 1935/-) and that

the instrument is a true and correct copy of the original.

has been paid.



This Lease made at Bombay, the

day of

One thousand nine hundred and Eighty one

BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION,

a Corporation constituted under the Maharashtra

Industrial Development Act, 1961 (Mah. III of 1962)

and having its principal Office at Orient House,

Mangalore Street, Ballard Estate, Bombay 400 001,

hereinafter called "the Lessor" (which expression shall,

unless the context does not so admit, include its

successors and assigns) of the One Part AND MESSRS.

METTUR BEARDSSELL LIMITED, a company incorporated under

the Companies Act, 1956 and having its registered

office at 3rd floor, Bombay Mutual Building, N.S.C.

Bose Road, Post Box No.7, Madras 600 001, hereinafter

called "the Lessee" (which expression shall, unless the

context does not so admit, include its successor or

successors in business and permitted assigns) of the

Other Part;

WHEREAS by an Agreement dated the 8th day of

December 1972 and made between the Lessor of the

One Part and the Lessee of the Other Part the Lessor

agreed to grant to the Lessee upon the performance

and observance by the Lessee of the obligations and

conditions contained in the said Agreement a Lease

of the piece of land and premises bearing plot no.

D-40 admeasuring 20,810 square metres or thereabouts

in the Trans Thana Creek Industrial Area and more

Recitals

particularly described in the First Schedule hereunder written;

AND WHEREAS pursuant to the said Agreement the certificate of completion thereby contemplated has been granted;

AND WHEREAS at the request of the Lessee the Lessor subdivided the said Plot No.D-40 into two plots viz. Plot No. D-40 (Part I) admeasuring 4266 square metres and plot No. D-40 admeasuring 16544 square metres and apportioned an amount of Rs.99,100/- towards plot no.D-40 (Part I) and Rs.3,97,100/- towards plot no.D-40 out of the total amount of premium of Rs.4,96,200/- paid by the Lessee in respect of the entire plot no.D-40 admeasuring 20,810 square metres;

AND WHEREAS at the request of the Lessee the Lessor agreed to execute the Lease in respect of plot no.D-40 containing by admeasurement 16,544 square metres or thereabouts hereinafter particularly described, secondly in the First Schedule hereunderwritten and in the manner hereinafter mentioned;

AND WHEREAS for the purpose of stamp duty, recurring charges such as Government revenue, the Lessor's share of cesses and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee has agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs.1,620/- approximately per annum,

NOW THIS LEASE WITNESSETH as follows:-

1. In consideration of the premises and of the sum of Rs.3,97,100/- (Rupees Three Lakh Ninety Seven Thousand and One Hundred Only) paid by the Lessee to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee ALL that piece of land known as Plot No.D-40, in the Trans Thana Creek Industrial Area, within the village limits of Turbat and Bonsari and outside the municipal limits and Registration Sub-District Thane, District and Registration District Thane, containing by admeasurement 16544 square metres or thereabouts and more particularly

Descrip-
tion of
land

described in the First Schedule hereunderwritten and shown surrounded by a red coloured boundary line on the plan annexed hereto together with the buildings and erections now or at any time hereafter standing and being thereon AND TOGETHER WITH all rights, easements and appurtenances thereto belonging EXCEPT AND RESERVING unto the Lessor all mines and minerals in and under the said land or any part thereof TO HOLD the land and premises hereinbefore expressed to be hereby demised (hereinafter referred to as "the demised premises") unto the Lessee for the term of ninetyfive years computed from the first day of December 1972, subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules thereunder PAYING THEREFOR yearly during the said term unto the Lessor at the Office of the Chief Executive Officer of the Lessor (hereinafter referred to as "the Chief Executive Officer" which expression shall include any other Officer to whom the duties or functions of the Chief Executive Officer, Maharashtra Industrial Development Corporation, may be assigned) or as otherwise required the yearly rent of rupees one, the said rent to be paid in advance without any deductions whatsoever on or before the first day of January in each and every year.

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

- | | |
|---|--|
| <p>(a) During the said term hereby created to pay unto the Lessor the said rent at the times on the days and in manner hereinbefore appointed for payment thereof clear of all deductions.</p> | <p>To pay
rent</p> |
| <p>(b) To pay all existing and future taxes, rates, assessments and outgoings of every description for the time being payable either by landlord or tenant or by the occupier in respect of the demised premises and anything for the time being thereon.</p> | <p>To pay
rates and
taxes.</p> |

Page 4

(c) Throughout the said term hereby created to pay to the Lessor from time to time in respect of the demised premises such yearly recurring fees or service charges as may from time to time be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed thereunder in respect of the amenities or common facilities provided by the Lessor.

(d) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of forming foundations of buildings or for the purpose of executing any work pursuant to the terms of this Lease.

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

(f) The Lessee having at his/its/~~their~~ own expense constructed an access road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon coloured red will at all times hereafter maintain the same in good order and conditions to the satisfaction of the Executive Engineer, Maharashtra Industrial Development Corporation in charge of said Industrial Area (hereinafter referred to as "the Executive Engineer" which expression shall include any other Officer to whom the duties or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned).

(g) The Lessee shall duly comply with the provisions of the Maharashtra Prevention of Water Pollution Act, 1969 and the rules made thereunder as also with any condition which may, from time to time, be imposed by the Maharashtra Prevention of Water Pollution Board constituted under the said Act, as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the

To comply with the provision of Maharashtra Prevention of Water Pollution Act, 1969

lessor against the consequences or any breach or non-compliance of any such provision or condition as aforesaid.

(h) Not at any time during the period of this demise to erect any building, erection or structure on any portion of the said land except in accordance with the said Building Regulations set out in the second schedule hereto.

(i) That no building or erection to be erected hereafter shall be commenced unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the Lessee in triplicate for scrutiny of and be approved in writing by the Executive Engineer and a No Objection Certificate shall have been obtained from the Mah-arashtra Prevention of Water Pollution Board as provided in the said Building Regulations.

(j) To indemnify and keep indemnified the lessor against indemnity any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequence of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the municipality or any local Authority in respect of the said works or of anything done under the authority herein contained.

(k) Both in the construction of any such building or erection and at all times during the continuance of this demise to observe and to conform to the said Building Regulations and to all bye-laws, rules and regulations of the Municipality or other body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

(l) To observe and conform to all rules, regulations and Sanitation bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force at the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised premises in order to keep the demised

premises and surroundings clean and in good condition to the satisfaction of the Executive Engineer and shall not without the previous consent in writing of the

Executive Engineer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

(m) That no alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Executive Engineer.

(n) Throughout the said term at the Lessee's expense to repair well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said building and premises and the drains, compound walls and fences thereunto belonging and all fixtures and additions thereto.

(o) To permit the Lessor or the Chief Executive Officer or the Executive Engineer and the Officers, Surveyors, Workmen or others employed by them from time to time and at all reasonable times of the day during the term hereby granted after a week's previous notice to enter into and upon the demised premises and to inspect the state of repairs thereof and if upon such inspection it shall appear that any repairs are necessary they or any of them may by notice to the Lessee call upon it to execute the repairs and upon its failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee.

(p) Not to do or permit anything to be done on the demised premises which may be a nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.

(q) To use the demised premises only for the purpose User
of a factory but not for the purpose of a factory for
any of the abnoxious industries specified in the annexure
set out in the Third Schedule herunder-written and not
to use the demised premises or any part thereof for any
other purpose nor for the purpose of any factory which
may be abnoxious, offensive by reason of emission of
adour, liquid-effluvia, dust, smoke, gas, noise, vib-
rations or fire-hazards and shall duly comply with the
directions which may from time to time be issued by the
Maharashtra Prevention of Water Pollution Board with ut-
most promptitude for the purpose of preventing any air
pollution by reason of any such emission of adour, liquid-
effluvia, dust smoke, gas or otherwise howsoever.

(r) To keep the buildings already erected or which may Insurance
hereafter be erected on the said land excluding foundat-
ions and plinth insured in the joint names of the Lessor
and the Lessee against loss or damage by fire in a sum
equivalent to the cost of the building (excluding founda-
tion and plinths) in some well established insurance
office to be approved by the Chief Executive Officer and on
demand to produce to the Chief Executive Officer the policy
of such insurance and the current year's receipt for the
premium AND ALSO as often as any of the buildings which
are or shall be erected upon the said land or any
part thereof shall be destroyed or damaged by fire or by
earthquake or by any other cause the moneys which shall be received
by virtue of any such insurance in rebuilding or repairing
the premises destroyed or damaged under the direction and
to the satisfaction of the Executive Engineer AND whenever
during the said term the said Building or any part thereof
respectively shall be destroyed or damaged whether by fire-
or hurricane or otherwise the Lessee will reinstate and
repair and the same to the satisfaction of the Executive
Engineer and will nevertheless continue to pay the rent
hereby reserved as if no such destruction or damage by fire,
hurricane or otherwise had happened.

(s) At the expiration or sooner determination of the said
term quietly to deliver up to the Lessor the demised premises
and all erections and buildings then standing or being

thereon PROVIDED always that the Lessee shall be at liberty if it shall have paid the rent and all municipal and other taxes, rates and assessments then due and shall have performed and observed the covenants and conditions herein contained prior to the expiration of the said term to remove and appropriate to itself all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee shall deliver up as aforesaid to the Lessor levelled and put in good order and condition to the satisfaction of the Lessor all land from which such buildings, erections, or structures may have been removed.

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

(u) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver Assignments at the Lessee's expense within twenty days after every such to be assignment of assurance shall have been duly registered registered under the Indian Registration Act or other amending statute with notice of such assignment or assurance to the Lessor such delivery to be made to the Chief Executive Officer or to such Officer or person on behalf of the Lessor as the Lessor shall from time to time require.

(v) In employing skilled and unskilled labour, the Lessee To give shall give first preference to the persons who are able preference in bodied and whose lands are acquired for the purpose of the employment of said Industrial Area. labour,

(w) And in the event of the death of the permitted assign Notice in case of death Or assigns of the Lessee being a natural person, the person or persons to whom the title shall be transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death.

3. If and whenever and part of the rent hereby reserved Recovery

or recurring fees or service charges payable by the Lessee hereunder shall be in arrear the same may be recovered from the Lessee as an arrear of Land Revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

4. If the said rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee hereinbefore contained the Lessor may re-enter upon any part of the demised premises in the name of the whole and thereupon the term hereby granted and right to any renewal thereof shall absolutely cease and determine and in that case no compensation shall be payable to the Lessee on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee on account of the building or improvements built or made. PROVIDED ALWAYS that except for non-payment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor or the Chief Executive Officer on behalf of the Lessor shall have given to the Lessee or left on some part of the demised premises a notice in writing of his intention to enter and of the specific breach or breaches of covenants in respect of which the re-entry is intended to be made and default shall have been made by the Lessee in remedying such breach or breaches within three months after the giving or leaving of such notice.

5. The Lessor doth hereby covenant with the Lessee, that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming by from or under the Lessor.

6. The layout of the Trans Thana Creek Industrial Area and the Building and other Regulations and covenants relating thereto other than the premises hereby demised may be altered by the Lessor from time

Alteration
of Statute
Rules

Lessor's
Covenant
for peace-
ful enjoy-
ment.

to time as the Lessor thinks fit and the Lessee shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

7. If the Lessee shall have duly performed and observed ~~the~~ ^{the} covenants and conditions on the part of the Lessee hereinbefore contained and shall at the end of the said term hereby granted be desirous of receiving a new Lease of the demised premises and of such desire shall give notice in writing to the Lessor before the expiration of the term hereby granted the Lessor shall and will at the cost and expense in every respect of the Lessee grant to the Lessee a new Lease of the demised premises ~~as far~~ a further term of ninetyfive years on payment of premium as may be determined by the Lessor and with covenants, provisos, and stipulations hereinbefore contained except this covenant for renewal and except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct.

8. The stamp duty and registration charges in respect of the preparation and execution of this Lease and its duplicate including the costs, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee. Costs and charges to be borne by the Lessee

9. The marginal notes do not form part of the Lease. Marginal notes
and shall not be referred to for construction or interpretation thereof.

IN WITNESS WHEREOF Shri Shankar Ganesh Kapre the Assistant Law Officer of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovesigned, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed thereto the day and year first abovescribed.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as plot No.D-40 in the Trans Thana Creek Industrial Area within the village limits of Turbhe old Bansari and outside the municipal limits, Taluka and Registration Sub-district Thane, District and Registration District Thane, containing by admeasurement 16544 square metres or thereabouts and bounded by red coloured boundary lines on the plan annexed hereto, that is to say -

On or towards the north by Estate Road,

On or towards the south by Plot No.2

On or towards the east by Plot No.D-39 and

On or towards the west by Plot No.D-41

SECOND SCHEDULE

(Building Regulations)

1. The total built up area shall not be more than a half of the total area of the plot; a strip of not less than 6.5 metres shall be left open to the sky on the periphery of the plot.
2. The Lessee shall not use the land for any purpose except as a factory for manufacture. It shall not be used for obnoxious industries, a list whereof is attached.
3. All buildings shall be constructed in accordance with the Municipal bye-laws and regulations in force from time to time as well as any other laws, rules, regulations in force relating to the construction and use of premises and in accordance with the plans and elevations approved by the Officer authorised by the Lessor.
4. The Lessee shall obtain a No Objection Certificate from the Maharashtra Prevention of Water Pollution Board constituted under the Maharashtra Prevention of Water Pollution Act, 1969, as regards water pollution as also air pollution and shall duly comply with the directions which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.

5. No construction work shall be commenced unless the plans, elevations and sections have been approved by the Officer authorised by the Lessor, and no additions or alterations to buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said Officer.

6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

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

8. The final working drawings to be submitted for the approval of the Lessor shall include:-

(i) Plans, elevations and sections drawn to a scale of 1 cm. to 1 metre.

(ii) 4 cms. to 1 metre details when required.

(iii) Block plan drawn to a scale of 1 cm. to 5 metres showing the lay-out with the proposed building shown coloured red therein.

(iv) Any other details or particulars required by the Lessor. The abovementioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertiliser manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilisers from previously processed materials which have non noxious odours or fumes and which do not produce noxious odours or fumes in the compounding or manufacturing thereof.

2. Sulphurous, sulphuric, picric, nitric, hydrochloric or other acid manufacture or their use or storage, except as accessory to a permitted industry.

3. Ammonia manufacture.



4. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.
5. Tar distillation or manufacture.
6. Cement manufacture.
7. Chlorine manufacture.
8. Bleaching powder manufacture.
9. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.
10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallow, grease or lard refining or manufacture.
13. Manufacture of explosives or inflammable products of pyroxylin.
14. Pyroxylin manufacture.
15. Dye-stuff and pigment manufacture.
16. Turpentine, paints, varnish or size manufacture or refining.
17. Garbage, offal or dead animals reductions, dumping or incineration.
18. Stock-yard or slaughter of animals or fowls.
19. Tallow, grease or lard manufacture.
20. Tanning, curing or storage of raw hides or skins.
21. Wool pulling or scouring.

22. Yeast Plant

23. Paper and Paper products

24. Charcoal

25. Manufacture of Viscose Rayon

26. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

SIGNED, SEALED AND DELIVERED)
By Shri SHANKAR GANESH KAPRE)
the Assistant Law Officer of)
the within-named Maharashtra)
Industrial Development Corpo-)
ration, in the presence of :-)

(S. G. KAPRE)
Assistant Law Officer
Maharashtra Industrial Development Corporation

(1)
.....

(2)
.....



The Common Seal of the abovenamed)
lessee MESSRS. METTUR BEARDSSELL)
LIMITED, was, pursuant to a)
Resolution of its Board of)
Directors passed in that behalf)
on the day of)
198)
affixed hereto in the presence of)
Shri)
and Shri)
Directors and Shri)
..... Secretary)
: of the Company who in token of)
Having affixed the Company's Seal)
hereto, have set their respective)
hands hereto, in the presence of-)

(1)

(2)