

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

POSSESSION RECEIPT

I, Shri V. V. Nutekar Surveyor on behalf of the
Maharashtra Industrial Development Corporation and Shri N. G. Desai
1st Director on behalf of M/s. Mettur Beardell Ltd
this day respectively handed over and taken over the possession
of Plot No. D-40 admeasuring 20810 sq.Mtrs/Sq.Yds. in
Phase No. 1 of the Tanur Industrial Area, District Tanur.
after actual measurement and demarcation of the Plot on the site.

Handed over by -
V. V. Nutekar
(Signature of the Officer
with designation)
Place: Tanur
Dated the 13-12-71

Taken over by -
(Signature of the allottee
or his representative with
his designation).
pro. pro. Mettur Beardell Ltd.

Original



An Agreement made at Bombay Orient office the

8th ~~5th~~ day of December One thousand, nine hundred
and seventy Two BETWEEN THE 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-1 hereinafter called the
"Grantor" (which expression shall, unless the context does not
so admit, include its successors and assigns) of the One Part AND

Messrs. Mellus Beardsell Ltd
Shri/Sarvashri

a Company incorporated under the Companies Act, 1956, and
~~carrying on business in partnership/as Proprietor in the firm name~~
having its registered Office at 3rd floor Bombay Mutual
~~and style of Messrs.~~

Building N.S.C. Bose Road Madras I
having his/their office/place

of business at
Y 4149A-1

hereinafter called "the Licensee" (which expression shall, unless the context does not so admit, include its successor or successors in business and permitted assigns) vers and the heirs, executors, administrators and permitted assigns of such survivor of the Other Part:

Recitals.

WHEREAS the Licensee has/have applied to the Grantor for the grant to him/her/them/it of a lease of the land and premises hereinafter described, which the Grantor has agreed to grant to him upon certain terms and conditions AND WHEREAS before signing this Agreement, the Licensee has/have paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay (hereinafter called "the Chief Executive Officer"), the sum of Rs. (496200/-) (Rupees four Lacs

⑧

Date	Amount paid
29/6/72	2,48,000/-
1/12/72	2,48,200/-
	4,96,200/-
	Grant of Licence.

Ninety Six thousand Two hundred only) being the amount of premium payable by the Licensee;

NOW IT IS HEREBY MUTUALLY AGREED as follows:—

1. During the period of ~~two~~ three years from the date hereof the Licensee shall have licence and authority only to enter upon the piece of land described in the First Schedule hereunder-written and delineated on the plan annexed hereto and thereon surrounded by a red-coloured boundary-line for the purpose of building and executing works thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such Lease as is hereinafter referred to the Licensee shall be deemed to be a bare Licensee only of the premises at the same rent and subject to the same terms as if the Lease had been actually executed.

Not a demise.

2. Nothing in these presents contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give to the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered

but the Licensee shall only have a licence to enter upon the said land for the purpose of performing this Agreement.

3. The Licensee hereby agrees to observe and perform the stipulations following, that is to say:—

(a) That ~~he/she~~/it will within 3 months of the date hereof submit to the Executive Engineer, Maharashtra Industrial Development Corporation, in-charge of the said industrial area (hereinafter called "the Executive Engineer" which expression shall include any other officer to whom the duties and functions of the said Executive Engineer, Maharashtra Industrial Development Corporation, may be assigned) for his approval the specifications, plans, elevations, sections and details of the factory buildings hereby agreed by the Licensee to be erected on the said land and the Licensee shall at ~~his/her~~/its own cost and as often as ~~he/she~~/it may be called upon to do so amend all or any such plans and elevations and if so required will produce the same before the Executive Engineer and will supply him such details as may be called for of the specifications and when such plans, elevations, details and specifications shall be finally approved by the Executive Engineer and signed by him the Licensee shall sign and leave with him three copies thereof and also three signed copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Executive Engineer.

Submission of
Plans for approval.

(b) The said plot of land shall be fenced in during construction by the Licensee at ~~his/her~~/its expense in every respect.

Fencing during
construction.

(c) No work shall be commenced which infringes any of the Building Regulations set out in the Second Schedule hereunder-written as also Municipal regulations so far as the same are applicable to the land the subject of these presents nor until the

No work to
begin until plans
are approved.

said plans and elevations shall have been so approved as aforesaid and thereafter ~~he/they~~ it shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.

Time limits for commencement of completion of construction work.

(d) That ~~he/they~~ it shall within a period of ~~six months~~/one year from the date hereof commence, and within a period of ~~two~~/three years from the said date at ~~his/their~~/its own expense and in a substantial and workmanlike manner and with new and sound materials and in compliance with all Municipal rules, bye-laws and regulations applicable thereto and in strict accordance with the plans, elevations, details and specifications to the satisfaction of the Executive Engineer and conformably to the building lines marked on the plan hereto annexed and the Building Regulations set out in the Second Schedule hereunderwritten, build and completely finish fit for occupation a building to be used as an industrial factory with all requisite drains and other proper conveniences thereto.

Rates and Taxes.

(e) That ~~he/they~~ it will pay all rates, taxes, charges, claims and outgoing chargeable against an owner or occupier in respect of the said land and any building erected thereon.

Indemnity.

(f) That ~~he/they~~ it will keep the Grantor indemnified against any and all claims for damage 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.

Sanitation.

(g) That ~~he/they~~ it shall observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any

other statutory regulation in any way relating to public health and sanitation in force for the time being and shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers and workmen employed during the construction of the buildings on the said land in order to keep the said land and its surroundings clean and in good condition to the entire satisfaction of the Executive Engineer, and shall not, without the consent in writing of the Executive Engineer, permit any labourers or workmen to reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

BB
2

(h) That ~~he/they~~/it will not make any excavation upon ^{Excavation.} any part of the said land nor remove any stone, earth, or other material therefrom except so far as may, in the opinion of the officer authorised by the Grantor, be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorised by this Agreement.

BB
2

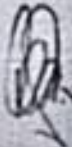
(i) That ~~he/they~~/it will as soon as any building to be erected ^{Insurance.} on the said land shall be roofed insure and keep insured the same in the joint names of the Grantor and the Licensee against damage by fire in an Insurance Company having an office in Bombay and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will on request produce to the Chief Executive Officer, the policy or policies of insurance and receipts for the payment of the last premium and will forthwith apply all moneys received by virtue of such insurance in rebuilding or reinstating the building.

BB
2

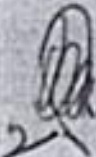
(j) That ~~he/they~~/it will not directly or indirectly transfer, assign, sell, encumber or part with ~~his/their~~/its interest under or the benefit of this Agreement or any part thereof in any manner

Benefit of Agreement not assignable.

whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer to refuse such consent or grant the same subject to such conditions including the condition for payment of additional premium as he may in his absolute discretion think fit.

 Nuisance.

(k) That ~~he/they~~/it shall not at any time do, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any industry set out in the Third Schedule hereunder-written for any purpose which may be offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.

 Access Road.

(l) That ~~he/they~~/it shall at ~~his/their~~/its own cost construct and maintain an access road leading from the Estate road to the said land in strict accordance with the specifications and details prescribed by the Executive Engineer.

 Preference in employment of Labour.

(m) That in employing skilled and unskilled labour ~~he/they~~/it shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said industrial area.

Power to terminate Agreement.

4. Should the Executive Engineer not approve of the plans, elevations, details and specifications whether originally submitted or subsequently required or if the same shall not be submitted within the time hereinbefore stipulated the Chief Executive Officer may by notice in writing to the Licensee terminate this Agreement and if possession as a Licensee has been given to the Licensee, may re-enter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

5. Until the factory building and works have been completed ^{Powers of Grantor.} and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers :—

(a) The right for the Chief Executive Officer, the Executive ^{To enter or inspect.} Engineer and the Officers and servants of the Grantor acting under the directions of either of them at all reasonable times to enter upon the said premises to view the state and progress of the work and for all other reasonable purposes.

(b) (i) In case the Licensee shall fail to complete the said ^{To resume land.} factory building within the time aforesaid and in accordance with the stipulations hereinbefore contained (time in this respect being the essence of the contract) or shall not proceed with the works with due diligence or shall fail to observe any of the stipulations on ~~his~~^{their} /its part herein contained, right and power to re-enter through the Chief Executive Officer, upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erections and materials, plant and things upon the said plot of land shall notwithstanding any enactment for the time being in force to the contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same, and without making any payment to the Licensee for refund or repayment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remedies of the Grantor against the Licensee;

(ii) to continue the said land in the Licensee's occupation on payment of such fine as may be decided upon by the Grantor or the Chief Executive Officer; and

(iii) to direct removal or alteration of any building or structure erected or used contrary to the conditions of the grant within the

time prescribed in that behalf and on such removal or alteration not being carried out within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the Licensee as an arrear of land revenue.

(c) All building materials and plant which shall have been brought upon the said land by or for the Licensee for the purpose of erecting such building as aforesaid shall be considered as immediately attached to the said plot of land and no part thereof other than defective or improper materials (removed for the purpose of being replaced by proper materials) shall be removed from the said land without the previous consent of the Chief Executive Officer until after the grant of the completion certificate mentioned in clause 7 thereof.

Extension of time.

6. Notwithstanding any such default as aforesaid, the Chief Executive Officer may in his discretion give notice to the Licensee of his intention to enforce the Licensee's Agreement herein contained or may fix any extended period for the completion of the factory building and the works for the said period mentioned in clause 3(d) above if he is satisfied that the building and works could not be completed within the prescribed time for reason beyond the control of the Licensee and thereupon the obligations hereunder of the Licensee to complete the factory building and to accept a lease shall be taken to refer to such extended period.

Grant of Lease.

7. As soon as the Executive Engineer has certified that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept a Lease (which shall be executed by the parties in duplicate) of the said land and the factory building

erected thereon for the term of ~~ninety-nine~~/ninety-five years from the date hereof at the yearly rent of Rupee one.

8. The Lease shall be prepared in duplicate in accordance with ^{Form of Lease.} the form of Lease set out in the Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate, also the Lease and its duplicate shall be borne and paid by the Licensee alone.

9. All notices, consents and approvals to be given under this ^{Notice.} Agreement shall be in writing and shall unless otherwise provided herein be signed by the Chief Executive Officer or any other officer authorised by him and any notice to be given to the Licensee shall be considered as duly served if the same shall have been delivered to, left, or posted, addressed to the Licensee or the Engineer or the Architect of the Licensee at the usual or last known place of residence or business or on the said land hereby agreed to be demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

10. The Grantor may at any time and from time to time alter ^{Grantor may alter Estate Rules.} the layouts, Building Regulations, General Estate Regulations relating to the other parts of the Estate of the Grantor of which the said land forms part and the Licensee shall have no right to require the enforcement thereof or any of them at any time against the Grantor or any person claiming under the Grantor.

11. The marginal notes do not form part of this Agreement and ^{Marginal Notes.} they shall not be referred to for the construction and interpretation thereof.

Conflict between
Agreement and
Rules.

12. Should there be any conflict between the terms contained in this Agreement and the terms contained in the Building Regulations set out in the Second Schedule and the General Estate Regulations hereunder written the former shall prevail.

13. For the purposes of this Agreement to Lease the expression Chief Executive Officer shall include the ~~Deputy Chief Executive Officer/Secretary, Maharashtra Investment Centre/the Deputy Secretary/the Area Manager~~ and any other officer specially authorised by the Chief Executive Officer.

IN WITNESS WHEREOF Shri D.D. Acharya

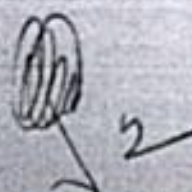
~~the Chief Executive Officer/the Deputy Chief Executive Officer/Secretary M. I. C./the Deputy Secretary/the Area Manager~~ of the Maharashtra Industrial Development Corporation has, for and on behalf of the aforesaid, Maharashtra Industrial Development Corporation, set his hand and affixed the Common Seal of the Corporation hereto on its behalf and the Licensee hath hereunto ~~set his hand~~ affixed the Common Seal of the Company the day and year first above written.

FIRST SCHEDULE

(Description of land)

All that piece of land known as Plot No. (a) D-40
in the Trans Thana Creek Industrial Area, within the village limits of Turbhe and Taluka Thana, District Thana, containing 20810 Square Metres or thereabouts by admeasurement 20810 and bounded as follows, that is to say—

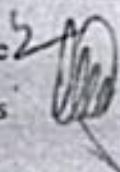
on or towards the north by— Road
 on or towards the south by— Plot No 2
 on or towards the east by— Plot No 3-39
 on or towards the west by— Plot No 3-41



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 plot holder 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 set out in the Third Schedule hereunder written.

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 the premises and in accordance with the plans and elevations approved by the officer authorised by the Grantor.

4. No construction work shall be commenced unless the plans, elevations and sections have been approved by the officer authorised by the Grantor and no addition or alteration 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.

5. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Licensee during the period of construction of buildings. Where more

than one Licensee is concerned with the same boundary mark, the officer authorised by the Grantor shall allocate this obligation suitably.

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

7. The final working drawings to be submitted for the approval of the Grantor shall include:—

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

(2) 4 cms. to 1 metre details when required.

(3) Block plan drawn to a scale of 1 cm. to 5 metres showing the layout with the proposed building shown coloured red therein.

(4) Any other details or particulars required by the Grantor.

The abovementioned drawings and specifications shall be submitted in triplicate.

THIRD SCHEDULE

(List of Obnoxious Industries)

1. Fertilizer manufacture from organic materials, provided, however, that these provisions shall not apply to the manufacture of fertilizers from previously processed materials which have no 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.~~

- 
- ~~1. Ammonia manufacture.~~
 - ~~2. Incineration, reduction or dumping of offal, dead animals, garbage or refuse on a commercial basis.~~
 - ~~3. Tar distillation or manufacture.~~
 - ~~4. Cement manufacture.~~
 - ~~5. Chlorine manufacture.~~
 - ~~6. Bleaching powder manufacture.~~
 - ~~7. Gelatine or glue manufacture or processes involving recovery from fish or animal offal.~~
 - ~~8. Manufacture or storage of explosives or fire-works.~~
 - ~~9. Fat rendering.~~
 - ~~10. Fat, tallow, grease or lard refining or manufacture.~~
 - ~~11. Manufacture of explosive or inflammable products of Pyroxylin.~~
 - ~~12. Pyroxylin manufacture.~~
 - ~~13. Dye-stuff and pigment manufacture.~~
 - ~~14. Turpentine, paints, varnish or size manufacture or refining.~~
 - ~~15. Garbage, offal or dead animals reductions, dumping or incineration.~~
 - ~~16. Stock-yard or slaughter of animals or fowls.~~
 - ~~17. Tallow, grease or lard manufacture.~~
 - ~~18. Tanning, curing or storage of raw hides or skins.~~
 - ~~19. Wool pulling or scouring.~~
 - ~~20. Yeast plant.~~
 - ~~21. Paper and paper products.~~
 - ~~22. Charcoal.~~
 - ~~23. Manufacture of Viscose Rayon.~~
 - ~~24. In general those uses which may be obnoxious or offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards.~~

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-1, hereinafter called "The Lessor" which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part AND Shri/Messrs. •

hereinafter called "the Lessee" (which expression shall unless the
Lessees" context does not so admit, include his/their survivor or survivors
its successor or successors in
and the heirs, executors, administrators, and permitted assigns of
such survivor
business and permitted assigns) of the Other Part;

WHEREAS by an Agreement dated the day of
..... 197..... and made between the Lessor of the

One Part and the $\frac{\text{Lessee}}{\text{Lessees}}$ of the Other Part the Lessor agreed to

grant to the Lessee upon the performance and observance by the Lessees

Lessee of the obligations and conditions contained in the said
Lessees

Agreement a Lease of the piece of land and premises hereinafter particularly described in the manner hereinafter mentioned:

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

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 $\frac{\text{Lessee has}}{\text{Lessees have}}$ agreed to bear and pay under these presents although by law recoverable from the Lessor have been estimated at Rs. approximately per annum;

NOW THIS LEASE WITNESSETH as follows :—

1. In consideration of the premises and of the sum of Description
of Land.
Rs. (Rupees)
paid by the Lessee/Lessees to the Lessor as premium and of the rent hereby reserved and of the covenants and agreements on the part of the Lessee/Lessees hereinafter contained the Lessor doth hereby demise unto the Lessee/Lessees ALL that piece of land known as Plot No. , in the Industrial Area, within the village limits of , Taluka and Registration Sub-District , District and Registration District , containing by admeasurement square metres or thereabouts and more particularly described in the First Schedule hereunderwritten 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 $\frac{\text{Lessee}}{\text{Lessees}}$ for the term of years computed from the first day of 19 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 rupee one, the said rent to be paid in advance without any deductions whatsoever on or before the 1st day of January in each and every year.

Covenants
by the
Lessee.

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

To pay
rent.

(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.

To pay
rates and
taxes.

(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.

Not to
excite.

(c) 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.

Not to
erect beyond
building
line.

(d) Not to erect any building, erection or structure 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.

Access
road.

(e) The Lessee/Lessees 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).

(f) 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.

To build
as per
agreement.

(g) 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} ~~Lessees~~ in triplicate for scrutiny of and be approved in writing by the Executive Engineer.

Plans to be
submitted
before
building.

(h) Both in the completion 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 thereof.

To build
according
to rules.

(i) To observe and conform to all rules, regulations and bye-laws of the Local Authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for 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

Sanitation.

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.

Alterations.

(j) 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.

To repair.

(k) Throughout the said term at the Lessee's/Lessee's' expense 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.

To enter and inspect

(l) 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/Lessee's call upon him/it/them to execute the repairs and upon his/its/their failure to do so within a reasonable time the Lessor may execute them at the expense in all respects of the Lessee/Lessee's.

(m) 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. Nuisance.

(n) To use the demised premises only for the purpose of a factory other than a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunder-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 obnoxious, offensive by reason of emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibrations or fire-hazards. User.

(o) To keep the buildings already erected or which may hereafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee/Lessees against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well establishment insurance company 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 to forthwith lay-out all 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/Lessees will reinstate and repair 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. Insurance.

Delivery of
possession
after
expiration.

(p) 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/Lessees shall be at liberty if he/it/they 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 himself/itself/themselves all buildings, erections and structures and materials from the said land but so nevertheless that the Lessee/Lessees 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.

Not to
assign.

(q) Not to assign, underlet or part with the possession of the demised premises or any part thereof or any interest therein 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.

Assignments
to be
registered
with
Lessor.

(r) If the Lessee/Lessees shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the Lessee's/Lessee's expense within twenty days after every such assignment or assurance shall have been duly registered under the Indian Registration Act or other amending statute 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.

(s) In employing skilled and unskilled labour, the Lessee/ Lessees shall give first preference to the persons who are able-bodied and whose lands are acquired for the purpose of the said Industrial Area.

To give preference in employment of Labour.

(t) And in the event of the death of the Lessee, 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.

Notice in case of death.

3. If and whenever any part of the rent hereby reserved shall be in arrear the same may be recovered from the Lessee/Lessees as an arrear of land revenue under the Provisions of the Maharashtra Land Revenue Code, 1966 (XLI of 1966).

Recovery of Rent as Land Revenue.

4. If the said rent hereby reserved shall be in arrears for the space of thirty days whether the same shall have be legally demanded or not or if and whenever there shall be a breach of any of the covenants by the Lessee/Lessees 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/Lessees on account of the building or improvements built or carried out on the demised premises, or claimed by the Lessee/Lessees 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/Lessees or left on

Rent in arrear.

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/Lessees in remedying such breach or breaches within three months after the giving or leaving of such notice.

Lessor's
covenant
for
peaceful
enjoyment.

5. The Lessor doth hereby covenant with the Lessee/Lessees that the Lessee/Lessees paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's/Lessees' 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.

Alteration
of Estate
Rules.

6. The layout of the 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 to time as the Lessor thinks fit and the Lessee/Lessees shall have no right to require the enforcement hereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal
of Lease.

7. If the Lessee/Lessees shall have duly performed and observed the covenants and conditions on the part of the Lessee/Lessees 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/Lessees grant to the Lessee/Lessees a new Lease of the demised premises for a further term of years on payment of premium as may

be determined by the Lessor and with covenants, provisos and stipulations hereinbefore contained except that the building and other regulations referred to in such Lease shall be such as the Lessor may direct and such new Lease shall contain in lieu of this clause a covenant that at the end of the said renewed term of years the Lessor shall at the like cost and expense grant to the Lessee/Lessees further renewals and that every such renewal shall be for such term and subject to such covenants, provisos and stipulations as the Lessor shall determine.

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

IN WITNESS WHEREOF Shri the Deputy Secretary of the Maharashtra Industrial Development Corporation has, for and on behalf the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and the Lessee hath caused its Common Seal to be affixed
 the Lessee has set his hand
 the Lessees have set their respective hands
 thereto the
 day and year first abovewritten.

FIRST SCHEDULE

(Description of land)
 All that piece or parcel of land known as plot No.
 in the Industrial Area within the village
 limits of Taluka and Registration Sub-district
 District and Registration District
 containing by measurement square metres or there
 abouts and bounded by coloured boundary lines on the

On or towards the North by

On or towards the South by

-On or towards the East by

On or towards the West by

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 _____ metres shall be left open to the sky on the periphery of the plot.
2. The Lessee/Lessees 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. 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.
5. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee/Lessees. Where more than one Lessee is concerned with the same boundary mark the Officer authorised by the Lessor shall allocate this obligation suitably.

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

7. The final working drawings to be submitted for the approval of the Lessor shall inclusive :—

(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 no 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

etc.

SIGNED, SEALED AND DELIVERED

by Shri D. D. Ashtaputra

The Chief Executive Officer/the

Deputy Chief Executive Officer/

Secretary, Maharashtra Investment

Centre/the Deputy Secretary/the

Area Manager, of the withinnamed

Maharashtra Industrial Development

Corporation, in the presence of:—

D. D. Ashtaputra
Area Manager
Maharashtra Industrial Development
Corporation, Andheri (East)
BOMBAY-69 AS

(1) Shri G. N. AgnihotriAsst. Area Manager MIDE(2) Shri K. V. BrahmPublic Relation Officer MIDE

SIGNED, SEALED AND DELIVERED

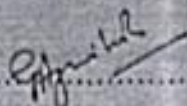
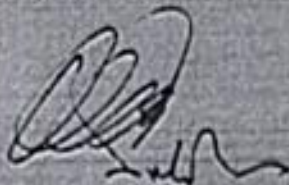
by the abovenamed Licensee

per pro. **METTUR BEARDSSELL LTD.**

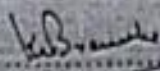
M/s. Mettur Beardsell Ltd.

in the presence of—

(1) Signature

Name **Shri S.N. Agnihotri**Address:— **Asst. Area Manager
MIDE.**
(M. E. BOURCIER)
MANAGING DIRECTOR

(2) Signature

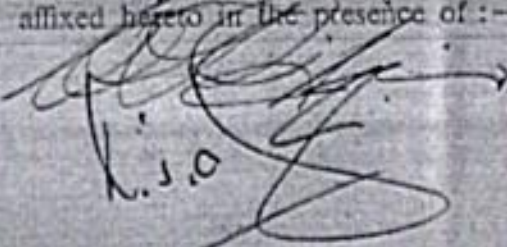
Name **Shri K.V. Brahma**Address:— **Public Relation Officer
MIDE.**

The Common Seal of the abovenamed
Licensee was, pursuant to a Resolution
of its Board of Directors passed in
that behalf of the M/s. Mettur
Beardsell Ltd.

27th day of **June** 1972read with power of attorney dated 21-1-1967
affixed hereto in the presence of:—

1)

2)

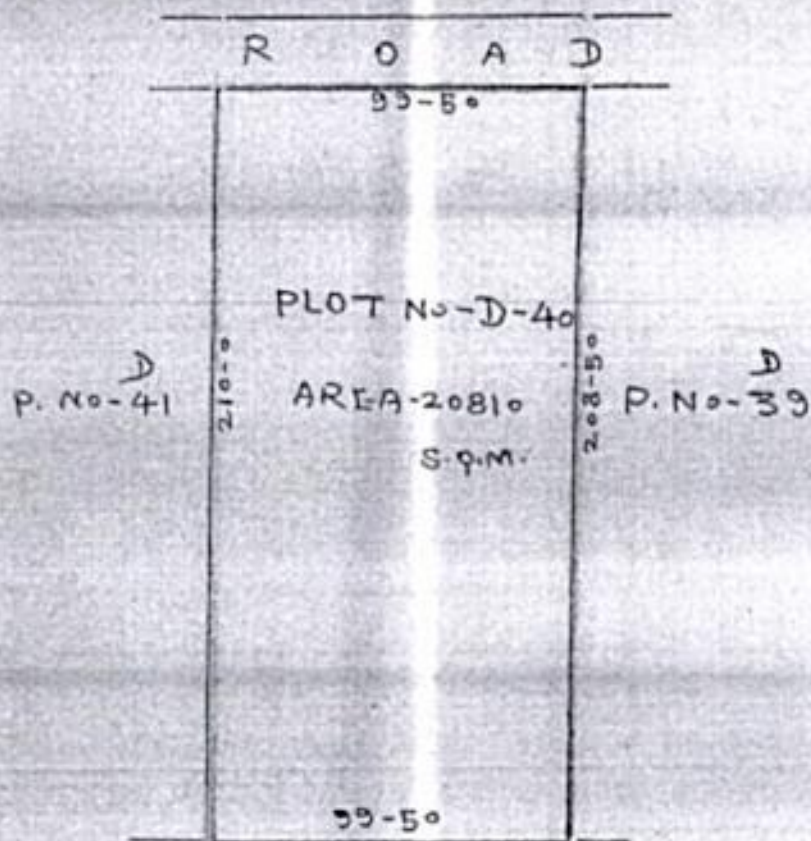

W.T. P'ANSON (DIRECTOR)

N.T. deSOUZA (SPL. DIRECTOR)

TRANS THANA CREEK INDUSTRIAL AREA

VILLAGE:- TURBHA & BONSARI TAL & DIST-THAKA

SCALE:- 1 C.M. = 20 M. T.S.



P. No-2

Per pro. METTUR BEARDSSELL LTD.



[Handwritten signature]
D. D. Ashtaputra
Area Manager
Maharashtra Industrial Development
Corporation, Amheri (East)
BOMBAY-69

[Handwritten signature]
V. V. Nalekar
SURVEYOR
MIDC



MAHARASHTRA INDUSTRIAL



DEVELOPMENT CORPORATION

Orient House,
Mangalore Street,
Ballard Estate,
Bombay - 4,
Phone : 266547/8

(A GOVERNMENT OF MAHARASHTRA UNDERTAKING)
GRAMS - AREADEV
TELEX - 011 - 3789

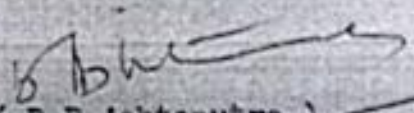
Mahakali Road,
Andheri (East),
Bombay - 92,
Phone : 571461/2

No. TTC/1473/L-

Dated: 4/5/73

CERTIFICATE.

The Maharashtra Industrial Development Corporation is pleased to allow M/s. Mettur Beardsell Ltd., 3rd Floor, Bombay Mutual Building, N.S.C. Bose Road, Post Box No. 7, Madras 600001, to encumber/assign/lease their interest in plot No. D-40 in the T.T.C. Industrial Area to the Bank of India Bombay for the purpose of loan assistance.


(D.D. Ashtaputre),
Area-Manager.

To:
M/s. Mettur Beardsell Ltd.,
3rd Floor, Bombay Mutual Building,
N.S.C. Bose Road, Post Box no. 7,
Madras-600001.





महाराष्ट्र

No. 2) 3
Old Customs House
Bombay.

11 MAY 1973

Date: 11 MAY 1973

Issued to

Stamped paper of Rs. 3/-

Mettur Beardsell. Ltd.

Stamp Value

To

M/s. Mettur Beardsell Limited
3rd Floor, Bombay Mutual Building,
N.S.C. Bose Road, P.B. no.7,
Madras - 600001.

Dear Sirs :

Subject :- Lease of plot No.D.40
in the T.T.C. Industrial Area

WHEREAS

(1) The Maharashtra Industrial Development Corporation (hereinafter referred to as "MIDC") has agreed to grant to your company hereinafter referred to as "the Licensee" a lease of land comprising of the above plot admeasuring 20810 square metre in the Trans Thana Creek Industrial Area District Thana on the terms and conditions set out in the agreement to lease executed on 8.12.72.

(2) Sub-clause (j) of Clause 3 of the said Agreement to Lease provides that the Licensee will not directly or in-directly transfer, assign, sell, encumber or part with his interest under or the benefit of this Agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Chief Executive Officer and it shall be open to the Chief Executive Officer

to refuse such consent or grant the same subject to such conditions as he may in his absolute discretion think fit;

(3) The Licensee proposes to obtain financial assistance from Bank of India.

(4) The said financial assistance is proposed to be secured, inter alia, by a charge over the licenced premises and the Licensee has sought the consent of the Chief Executive Officer of the M.I.D.C. to charge by way of security the licensed premises in favour of Bank of India.

(5) Clause 4 of the said Agreement to Lease confers on MIDC the right of re-entry on the demised premises and determine the lease in case of any breach of any covenant to be observed by the Licensee under the said licence after giving notice in writing to the Licensee;

(6) Bank of India has requested that such notice may be given to it also and MIDC has also agreed to give notice to the Bank of India who is giving financial assistance to the Licensee. WE NOW WRITE TO CONFIRM AS UNDER, namely:

(1) Upon observance of the terms and conditions of the Agreement to lease, MIDC has agreed to grant to the Licensee the Lease of plot No. D.40 admeasuring 20810 square metres in the village limits of Turbha S Bonsari Taluka and Registration Sub-District of Thana in the District of Thana.

(2) The MIDC consents to give a certificate to the effect that the M.I.D.C. has noted the assignment of the benefit or right, title or interest of the Licensee under the said Agreement to Lease in favour of Bank of India.

(3) MIDC agrees and undertakes to execute the Deed of Lease in favour of the Bank of India or its nominee if so desired by Bank of India and that in case be Deed of Lease is executed in favour of the Licensee as Bank of India's Nominee, MIDC agrees to undertake to deliver the original Deed of Lease to the Bank of India.

(4) MIDC AGREES to give an undertaking to Bank of India TO THE EFFECT that the MIDC will, on request of the Bank of India execute the Lease in favour of the Bank of India and/or its Nominees in respect of the said plot even before the completion or erection of the factory building if the MIDC is satisfied that the construction of the factory building will be completed in time and that it will to in production according to the terms and conditions stipulated in agreement to Lease.

(5) M.I.D.C. further agrees, that before exercising its power of re-entry under the proposed lease, to give notice in writing also to Bank of India at the address to be furnished by Bank of India from time to time of M.I.D.C.'s intention to re-enter and of the default of condition in respect of which re-entry is intended to be made. Such notice will be given simultaneously with the notice to the Licensee.

(6) Notwithstanding any omission on the part of the Licensee of the default or breach, as aforesaid, M.I.D.C. may at the request of Bank of India fix such extended period as M.I.D.C. may agree to enable Bank of India making such request to have the breach remedied within the time so extended.

(7) M.I.D.C. further agrees that Bank of India may sell the Licensed premises or any part thereof to enforce the security in their favour. However, the conditions in the lease prohibiting assignment, transfer, sub-letting or parting the possession imposed upon licensee shall apply to the transferee and the surplus sale proceeds of the Licensed premises or any part thereof as the case may be, left after satisfying the moneys payable to Bank of India and charged on the licensed premises shall first be appropriated towards payment to M.I.D.C. of one half of the amount of unearned income of the land licensed i.e. half the difference between the net sale proceeds deducting there from the value of any buildings, and structures and the cost of the lands at the rate of Rs. 24/- per square metre paid by the Licensee to MIU. The amount of unearned income as determined by M.I.D.C. SHALL be subject to an appeal to the Secretary to the Government of Maharashtra in the Department of Industries, shall be final.

Yours faithfully,

Maharashtra Industrial Development Corporation



B. D. Ashtaputre
Area Manager
B. D. Ashtaputre
Area Manager
Maharashtra Industrial Development
Corporation, Andheri (East)
BOMBAY-69 AS

No. TTC-TH93-L

Dtd 15-5-73