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EXTRA 1 COPY

R.M. 421 25625

No 754/1694

GENERAL STAMP DUTY

Bombay, 27-6-74. 88

acquired from *M/s Agrima Chemicals P. Ltd.*

Stamp duty

Rs. 5/- *Rs. 5/- only*

C 471 F E: under Sec. 32 of the Bombay Stamp Act, 1956, that the full stamp duty Rupees (5/-)

Rs. 5/- only

with which this instrument is chargeable has been paid.

39.29



Amaz
correct

THIS DEED OF CONFIRMATION made at Bombay, the 12th day of July One Thousand Nine Hundred and Seventy four between the GOVERNMENT OF MAHARASHTRA exercising the executive powers of the Government of the State of Maharashtra hereinafter called "the Government" (which expression shall, unless the context does not admit, include his successors and assigns) of the First Part; the MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH. III of 1962) hereinafter called "the Lessor" (which expression shall, unless the context does not admit, include its successors and assigns) of the Second Part; AND Messrs. Agrima Chemicals Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 7, Homji Street, Fort, Bombay - 400001, hereinafter called "the Lessee" (which expression shall, unless the context does not admit, include its successor or successors in business and permitted assigns) of the Third Part;

WHEREAS by an Indenture of Lease dated the 18th day of June 1974 and made between the Lessor of the one part and the Lessee of the other part and lodged for registration under serial Nos. 949 and 950 in the Office of the Sub-Registrar of Assurances at Bombay on the 20th day of June 1974, a copy whereof

is appended..2.





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is appended in the First Schedule hereunderwritten the Lessor demise unto the Lessee all that the land comprised in the said Indenture of Lease and more particularly described therein and hereunderwritten in the Second Schedule hereunder written for a term of 95 (Ninety five) years (with an option to renew the same) commencing from the 1st day of July 1973 on the payment of the premium at the yearly rent and subject to the covenants and conditions therein contained;

AND WHEREAS the said land more particularly described in the Second Schedule hereunderwritten being Government land was together with other Government land included in a Scheme for development entrusted by the Government to the Lessor in exercise of the powers in that behalf conferred by sub-section (1) of section 43-1-A of the Maharashtra Industrial Development Act, 1961 (hereinafter called "the said Act");

AND WHEREAS the Lessor developed the entire land, caused the same to be sub-divided into plots and executed the said Indenture of Lease in respect of Plot No.H-2 described in the Second Schedule hereunderwritten;

AND WHEREAS no formal Deed of Transfer having been executed by the Government in favour of the Lessor doubts have arisen as regards competence of the Lessor to grant the said Lease;

AND WHEREAS at the request of the Lessor and the Lessee the Government has agreed to execute these presents for more perfectly assuring unto the Lessee the demise of the said land under the said Indenture of Lease dated the 18th day of June 1974.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Government DOth HEREBY RATIFY AND CONFIRM THE SAID INDENTURE OF LEASE dated the 18th day of June 1974 as set out in the First Schedule hereunderwritten and the demise thereunder by the Lessor to the intent that the said Indenture of Lease shall be deemed to be and as and shall continue to be of full effect and binding on the Government in the same manner and to the same intent as if the Government had originally executed or caused the same to be executed.

IN WITNESS WHEREOF, the Governor of Maharashtra hath caused the Under Secretary to the Government of

MAHARASHTRA...3.





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Maharashtra, Industries and Labour Department to set his hand and affix the Seal of his Office hereto, the Maharashtra Industrial Development Corporation, the abovenamed Lessor, hath caused the Deputy Secretary to set his hand hereunto for and on behalf of the Lessor and the Lessee hath caused its Common Seal to be affixed hereto the day and year first abovementioned.

THE FIRST SCHEDULE ABOVE REFERRED TO

THIS LEASE made at Bombay, the 18th day of June One thousand nine hundred and seventy four 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 Messrs. Agrimas Chemicals Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 7, Homji Street, Fort, Bombay- 400001, 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 13th day of July 1973 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 hereinafter particularly described in the manner hereinafter mentioned;

Recitals.

AND WHEREAS although the work of construction of the factory building and other structure is still in progress the Lessee has requested the Lessor to grant to the Lessee a lease of the said land which the Lessor has agreed to do on the Lessee undertaking to complete the said factory building and other structures on or before the 12th July 1976 in all respects to the satisfaction of 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

or functions..4.





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or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned);

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. 940/- approximately per annum;

NOW THIS LEASE WITNESSETH as follows:-

Description of Land.

1. In consideration of premises and of the sum of Rs.25,200/- (Rupees Twenty five thousand and two 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.H-2 in the Talaja Industrial Area, within the village limits of Padghe, Taluka and Registration Sub-District Panvel, District and Registration District Kolaba, containing by admeasurement 2100 square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and bounded 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 ninety five years computed from the first day of July 1973 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...5.





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1974

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.

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

Covenants by the Lessee.

(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 rent.

(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.

To pay rates and taxes.

(c) That the Lessee shall on or before the 12th July 1976 at its own expense and in substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications approved by the Executive Engineer in charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunderwritten build and completely finish fit to the satisfaction of the said Executive Engineer the said building and other structures thereon for the use as an industrial factory with all requisite drains and proper conveniences thereto.

Completion of factory building.

(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.

Not to excavate.

(e) 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 hereto annexed.

Not to erect beyond building line.

(f) The...6...



Access
road.

(f) The Lessee having at its 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.

To build
as per
Agreement.

(g) 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.

Plans to be
submitted
before
building.

(h) 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.

To build
according
to rules.

(i) 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 thereon.

Sanitation.

(j) 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 order to keep the demised premises and surroundings clean and in good conditions 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.

(k) That no alterations or additions shall at any time be made to the facade or elevation of any

building...7....



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BOM/R
15/07/17
19/07/17

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.

(l) Throughout the said term at the 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.

(m) 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 on 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.

To enter and inspect.

(n) 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.

(o) To use the demised premises only for the purpose of a factory but not for the purpose of 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.

(p) To keep the building 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 against loss or damage by fire in a sum equivalent to the cost of the building...8....

Insurance.





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19/12/18



Delivery of possession after expiration.

Not to assign.

the building (excluding foundation 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 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 layout 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 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.

(q) 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.

(r) 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.

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(s) If the..9..

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(s) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the 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 required.

Assignments to be registered with Lessor.



(t) In employing skilled and unskilled labour, the Lessee 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.

(u) And in the event of the death of the permitted assign 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.

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 as an arrear of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966 (XII 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 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

Rent in arrear.

to enter...10...

6-8



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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 of 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 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.

Alteration of Estate Rules.

6. The layout of the Talaja 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 shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal of Lease.

7. If the Lessee shall have duly performed and observed 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 for a further term of ninety five 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 ninety five years the Lessor shall at the like cost and expense grant to the Lessee 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...ll.....

13/7



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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 Anant Dattatraya Ghatge, the Deputy Secretary of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, set his hand and affixed the Common Seal of the Corporation hereto on the behalf and the Lessee hath caused its Common Seal to be affixed thereto the day and year first abovescribed.

FIRST SCHEDULE
(Description of Land)

BOM/R
15/7/11/17
1974

All that piece or parcel of land known as plot ~~known~~ in the Talaja Industrial Area within the village limits of Padghe, Talaja and Registration Sub-District Panvel, District and Registration District Kolaba, containing by admeasurement 2100 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 Road,
- On or towards the South by Plots Nos.H-17 and H-18,
- On or towards the East by Plot No.H-3, and
- On or towards the West by Plot No.H-1.

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. 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 be made at any time.

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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. 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 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 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~~ 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...13....





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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 Anant Dattatraya Ghatage,
the Deputy Secretary of the
withinnamed Maharashtra Industrial
Development Corporation, in the
presence of :-

Seal of the MIDC.

Sd/-

A.D. Ghatage,
Deputy Secretary,
Maharashtra Industrial
Development Corporation.

1. Sd/-

2. Sd/-

The Common Seal of the abovenamed
Lessee M/s. Agrimas Chemicals Pvt.
Limited, was, pursuant to
a Resolution of its Board of
Directors passed in that behalf
on the 10th day of June 1974,
affixed hereto in the presence
of :-

Seal of the Company.

Sd/-

Director.

Shri P.K. Nanjee,
Director of the Company who has
set his hand hereto in the
presence of :-

1. Sd/-

2. Sd/-

The Second Schedule.....14....



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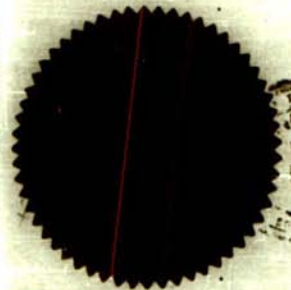
THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land known as Plot No.H-2 in the Talaja Industrial Area, within the village limits of Padghe, taluka and registration sub-district Panvel, District and Registration district Kolaba, containing by admeasurement 2100 sq. metres or thereabouts and delineated on the plan thereof hereto annexed and thereon shown surrounded by ref in boundary lines and bounded as follows, that it to say -

On or towards the North by Road,
On or towards the South by Plots Nos.H-17 and H-18,
On or towards the West by Plot No.H-1, and
On or towards the East by Plot No.H-3.

SIGNED, SEALED and DELIVERED
by the withinnamed Shri M. V.
Rajadhyaksha,
Under Secretary to Government,
Industries & Labour Department,
for and on behalf of the within-
named Governor of Maharashtra
in the presence of -

1. *[Signature]*
2. *[Signature]*



[Signature]
Under Secretary to the Govt. of Maharashtra,
Industries and Labour Department.

SIGNED, SEALED and DELIVERED
by Shri Anant Dattatraya Chatege,
the Deputy Secretary, for and
behalf of the withinnamed the
Maharashtra Industrial Develop-
ment Corporation, in the
presence of :-

1. *[Signature]*
(V. K. PANAR)
2. *[Signature]*
(B. S. ALU)

[Signature]
A. D. CHATEGE,
Deputy Secretary
Maharashtra Industrial Development Corporation



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THE COMMON SEAT of the above-named Lessee M/s. Agrinas Chemicals Private Limited, was, pursuant to a Resolution of its Board of Directors passed in that behalf on the 10th day of June 1974, affixed hereto, in the presence of

Shri F.K. Nanjee,
Director of the Company who has set his hand hereto in the presence of

1. Alapakkam Ranganathan
(Alapakkam Ranganathan)

2. Saliu Ahammad Bilal
(Saliu Ahammad Bilal)

Serial No. A-1507

Presented at the office of the Sub-Registrar of Bombay, between the hours of 12 P.M. and 1 P.M. on the 2nd Oct. 1974

* Fing. Hasan Ali Nanjee
Director

Agrinas Chemicals P. Ltd.
Bombay

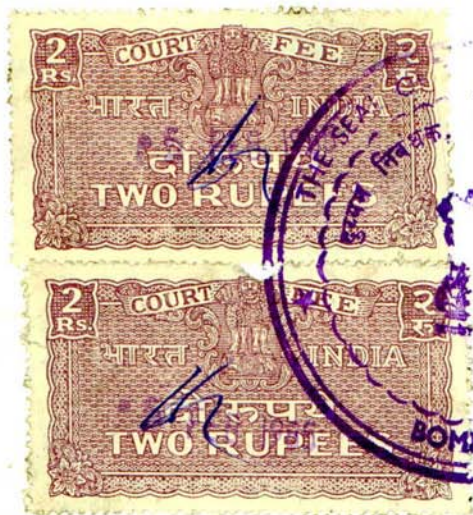
Received fees for:-

| | |
|-------------------|----------|
| Registration | Rs. 1-25 |
| Photographing | |
| (a) 17 | 17-00 |
| (b) | " |
| Extra under S. 30 | " 15-00 |
| 1 Copy S.67 | " 12-75 |
| Memo | " 1-00 |
| Postage | " 2-00 |

Total Rs. 50-00

Sub-Registrar

Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.



461 - 01 - 2 0100

understand Sub-2012-17.

101

UNION

exempt from personal appearance under
S. 33 of the Indian Registration Act, 1908
(XVI of 1908). His signature and seal

— — — — — David Buttinoxa

Shirley M. D. I. W. 9

1944

4261 - 1 - 2 Date 2-1-74

und der: Sub-Register.

043 02

100

Exempt from personal appearance under
§ 33 of Indian Registration Act, 1908
(XVI of 1908). His signature and seal

— — — — — **James Suppawong**

Dr. M. V. Rajagopalakrishna Under Secy. to Govt. of Madras
Publicity & Extension Dept.



१११

$$\frac{3C}{65L}$$

This copy is granted to Mr
M/s Agzimas Chemicals Pvt. Ltd.
on their app. &

dated 16-1-1984

[Signature]
Sub-Registrar of Bombay

Dated 5-2-1985

Copy
Copy of the above (with copy of the
plan) forwarded to the District
Registrar of Kolaba under
S.67 of Act XVI of 1908.

Date . 9 Jan 1976

[Signature]

Sub-Registrar of Bombay

Copy of Plan accompanying is entered
at page 72 of Volume 55 BRO of
Supplement to Book No. I, Part II.
Date : 9-6-76.

[Signature]

Sub-Registrar



One duplicate presented along with
this deed under Serial No. R-1508/74
is certified under this registered
number.
20/11/74
Sub-Registrar Gombay
Registering all the powers of
Registrar except that of
making appeals.

Registered No. R-1507/74 of Sub-Reg.
20/11/74 Sub-Registrar.
Bom. &
Registering all the powers
of Registrar except that of
making appeals.



1. P. Rajagopal, Business, ready of 15/11/74.
2. P. R. Ramesh, ready of 15/11/74.
3. P. R. Ramesh, ready of 15/11/74.
4. P. R. Ramesh, ready of 15/11/74.
5. P. R. Ramesh, ready of 15/11/74.
6. P. R. Ramesh, ready of 15/11/74.
7. P. R. Ramesh, ready of 15/11/74.
8. P. R. Ramesh, ready of 15/11/74.
9. P. R. Ramesh, ready of 15/11/74.
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True copy of document No. 1507
pages 1 to 17



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9 June 1976

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Photo Registrar
Date: 26/3/76



TRUE COPY
Sub-Registrar of Bombay

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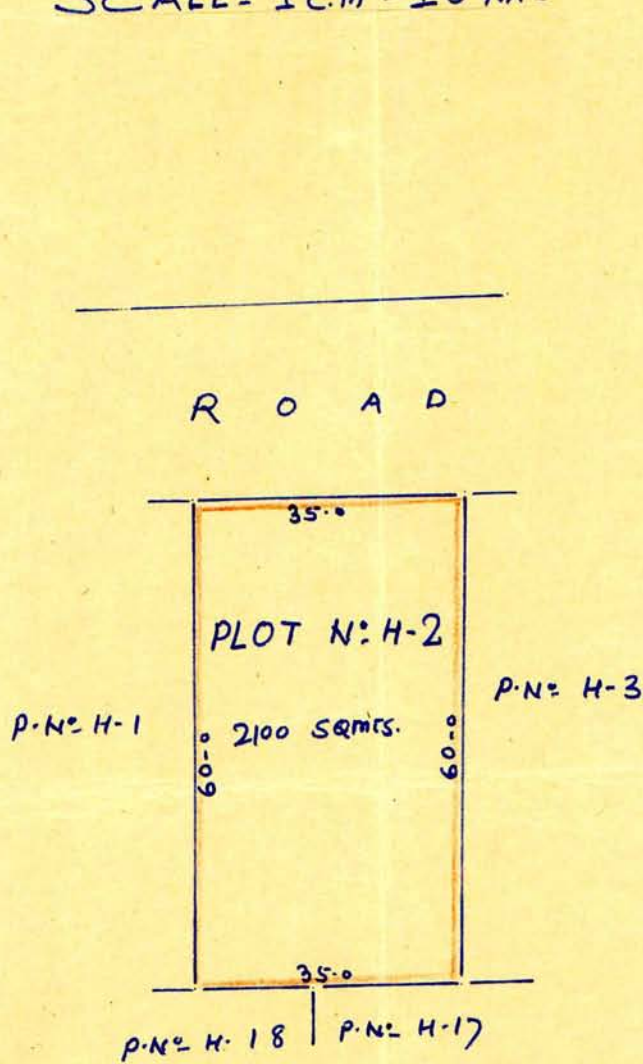
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A+B+C

TALOJA INDUSTRIAL AREA

VILLAGE - PADGHE - TALUKA - PANVEL DIST - KOLABA

SCALE - 1 cm = 10 mtrs.



[Signature]
SURVEYOR
20-5-74

Tirsz Kersamali Nanjee

[Signature]
A. D. GHATGE
Deputy Secretary

Maharashtra Industrial Development Corporation

PP-193
Vol-54 BRO

Plan which accompanied
copy of plan R-949/74.
document, registered No.

Page volume of Book

No. 1.

Date

17/8/74

Chh 168

Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

BOM. (R 949) 1974
Plan not to be photographed



BOM 7A
949/1/14
1974

EXTRA 1 GOPY

R.No. 203 - 205 d. 12/6/74

20. 6/8/1287
GENERAL STAMP OFFICE

RECEIVED from Bombay, :- 17/6/1974
M/s. Agrima Chemicals Pvt. Ltd.
Stamp duty

Rspees (880/-) Eight hundred Eighty only.

CERTIFIED under Sec. 32 of the Bombay Stamp Act, 1958, that the full stamp duty Rupees (880/-) Eight hundred eighty only.

with which this instrument is chargeable has been paid.

ADJUDICATION
RUPEES
25/-
PAID

Amulya
COLLECTOR

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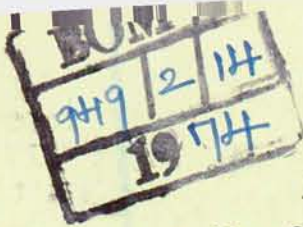
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THIS LEASE made at Bombay, the 18th day of June One thousand nine hundred and seventy four BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (Mah.III of 1962) and 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 Messrs. Agrima Chemicals Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 7, Homji Street, Fort, Bombay-400001, hereinafter called "the Lessee" (which expression shall unless the context does not so admit, include its successors or successors in business and permitted assigns) of the Other Part;

WHEREAS by an Agreement dated the 13th day of July 1973 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 hereinafter particularly described in the manner hereinafter mentioned;

Recitals.

....2.



AND WHEREAS although the work of construction of the factory building and other structure is still in progress the Lessee has requested the Lessor to grant to the Lessee a lease of the said land which the Lessor has agreed to do on the Lessee undertaking to complete the said factory building and other structures on or before the 12th July 1976 in all respects to the satisfaction of 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 or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned);

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. 940/- approximately per annum;

NOW THIS LEASE WITNESSETH as follows:-

Description
of Land.

1. In consideration of the premises and of the sum of Rs. 25,200/- (Rupees Twenty five thousand and two 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. E-2 in the Talaja Industrial Area, within the Village limits of Padghe, Taluka and Registration Sub-District Panvel, District and Registration District Kolaba, containing by admeasurement 2100 square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and bounded 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 leased premises") unto the

Lessee...3.

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- 3 -

Lessee for the term of ninety five years computed from the first day of July 1973 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.



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

Covenants
by the
Lessee.

(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
rent.

(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.

To pay
rates and
taxes.

(c) That the Lessee shall on or before the 12th July 1976 at its own expense and in substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications approved by the Executive Engineer in charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunderwritten build and completely finish fit to the satisfaction of the said Executive Engineer the said building and other structures thereon for the use as an industrial factory with all requisite drains and proper conveniences thereto.

Completion
of factory
building.

(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.

Not
excavate

(e) Not to

[Handwritten signature]

Not to erect
beyond bui-
lding line. X

(e) 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 hereto annexed.

Access
road.



(f) The Lessee having at its 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.

To build
as per
agreement.

(g) 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.

Plans to be
submitted
before
building.

(h) 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.

To build
according
to rules.

(i) 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 byelaws, 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.

Sanitation.

(j) To observe and conform to all rules, regulations and byelaws 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 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

Executive... 5.

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.

(k) 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.

Alteration

(l) Throughout the said term at the Lessee's expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and conditions (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 repair.

(m) To permit the Lessor or the Chief 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.

To enter and inspect.

(n) 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

(o) To use the demised premises only for the purpose of a factory but not for the purpose of a factory for any of the obnoxious industries specified in the annexure set out in the Third Schedule hereunderwritten and not to use the demised premises or any part thereof for any other purpose nor for the 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.

Insurance.

(p) 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 against loss or damage by fire in a sum equivalent to the cost of the building (~~excl~~uding foundation 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 or 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 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.

Delivery of possession after expiration.

(q) At the expiration or sooner determination of the said term quitely 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 afore-said to the Lessor levelled and put in good ~~and~~ order and condition to the satisfaction of the Lessor all land from which such building, erections or structures may have been removed.

Delivery of possession after expiration.

Not to assign.

(r) 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...3..



consent or grant the same subject to such conditions as he may think fit including the condition for payment of premium.

(s) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the 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.

Assignment to be registered with Lessor.

(t) In employing skilled and unskilled labour, the Lessee 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.

(u) And in the event of the death of the permitted assign 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.

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 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 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 or rent as aforesaid the power or re-entry hereinbefore contained shall not be exercised unless and until the

Rent in arrear.

Lessor or....8...



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.

Lessor's covenant for peaceful enjoyment.

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.



Alteration of Estate rules.

6. The layout of the Taloja 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 shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal of Lease.

X

7. If the Lessee shall have duly performed and observed 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 for a further term of ninety five 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 ninety five years the Lessor shall at the like cost and expense grant to the Lessee further renewals and that every such renewal shall be for such term and subject to

such ...9...



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 Anant Dattatraya Ghatage, 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 affixed the Common Seal of the Corporation hereto on its behalf and the Lessee hath caused its Common Seal to be affixed there-to the day and year first abovementioned.

FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as plot No.H-2 in the Taloja Industrial Area within the village limits of Padghe, Taluka and Registration Sub-district Panvel, District and Registration District Kolaba, containing by admeasurement 2100 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 Road,
- On or towards the South by Plots Nos.H-17 and H-18,
- On or towards the East by Plot No.H-3, and
- On or towards the West by Plot No.H-1.

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 5.5 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. 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..1



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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. 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 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 ~~xxx~~ coloured red therein.
- iv) Any other details or particulars required by the Lessor.



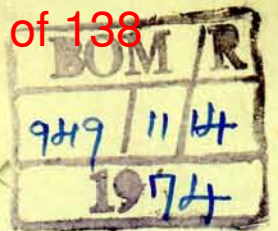
The abovementioned drawings and specifications shall be submitted in triplicate.

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

B



recovery from ~~fish~~ fish or animal offal.

10. Manufacture or storage of explosives or fire-works.
11. Fat rendering.
12. Fat, tallows, 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. Tallows, grease or lard manufacture.
20. Tanning, curing or storage or 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 or emission of odour, liquid-effluvia, dust, smoke, gas, noise, vibration or fire-hazards.

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SIGNED, SEALED AND DELIVERED
by Shri Anant Dattatraya
Ghatage, the Deputy Secretary
of the withinnamed Maharashtra
Industrial Development Corpora-
tion, in the presence of :-



Ghatage

A. D. GHATAGE,
Deputy Secretary

Maharashtra Industrial Development Corporation

1. *Pawar*
(V. K. PAWAR)

2. *Salvi*
(B. D. SALVI)

- 12 -

The Common Seal of the abovenamed
 Lessee M/s. Agrimas Chemicals Pvt.
 Ltd. was, pursuant to a Resolution
 of its Board of Directors passed in
 that behalf on the 10th day of
June 1974, affixed
 hereto in the presence of :-
 Shri F. K. Nanjee,
 Director of the Company who has
 set his hand hereto in the
 presence of :



Ting Kasanali Nanjee

1.

Alapakkam Rajagopalan

(ALAPAKKAM RAJAGOPALAN)

2.



*Spikavala
 (Balaji Aladin Botavala)*

Serial No. R-949

Presented at the office of the
 Sub-Registrar of Bombay
 between the hours of 3 P. M.
 and 4 P. M. on the 20th June
 1974

Received fees for:-

| | |
|-------------------|------------|
| Registration | Rs. 172-50 |
| Photographing | |
| (Pages (a) 14 | 14-00 |
| (b)) | |
| Extra under S. 30 | 15-00 |
| Copy S. 67 | 10-50 |
| Memo | 1-00 |
| Postage | 4-00 |

Total Rs. 217-00

Ting Kasanali Nanjee

Director

Agrimas Chemicals Pvt. Ltd.

CR SH
 Sub-Registrar

CR SH

Sub-Registrar of Bombay
 exercising all the powers of
 a Registrar except that of
 hearing appeals.

48

Shri Firoze Kasamali Nanjee.

executing party 25.8.73

Business at 3, Platinum Bldg.

Fidai Bang. V.P. Rel. Antheu (west) Bibay 58

admits execution of the

called Leane as director of Agrime

Chemical P.Ltd. He also identifies the seal of the comp

y. A. J. J.

- 1) Alapakkam Rajagopalan, Director, at 15/86, Bah
Uham Society, St. Anthony Rel. Chembur. Bibay
- 2) P. K. Desai Service at Kalyam Gram Socie
V. P. Pouda Bibay 58

and known to the Sub-Registrar states that he they

knows the above executant and identifies

him.

Dated 20-6-1974

1) A. J. J.

2) A. J. J.

Sub-Registrar



Sub-Registrar

10

knows the above executant and identifies

known to the Sub-Registrar states that he

Shri A. D. Ghatage Dy. Secy. of MIDC

executing party

exempt from personal appearance under
S. 33 of the Indian Registration Act, 1908
(XVI of 1908). His signature and seal

known

are identified by

to the

who is personally known
undersigned Sub-Registrar.

Date 20-6-1974

Sub-Registrar



49



Registered No. R-949/74 of Book No. 1

17/8/74 Sub-Registrar, Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

one duplicate presented along with
this deed under Serial No. R-150/74
is certified under this registered
number.

17/8/74

Sub-Registrar, Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

91

R 949/24

+ Duplication

E.M. 4

Relian
3/4/24

467
M/S 31
2

Padghe
Panuel
Kolaba

4341

Lense 95 4/10

| | |
|----------------|----------------|
| Premium | 25200 |
| AAR | 740 |
| A.A.R. | 1 |
| Tax | 740 |

155
7-50
10-00
172-50

| | |
|------------|--------|
| Regis. fee | 172.50 |
| Photo | 14.00 |
| Extra | 15.00 |
| Ex Copy | 10.50 |
| Memo | 1.00 |
| Postage | 4.00 |
| <hr/> | |
| | 217.00 |

18/6/24

Original
7/25/78

CO-PT
XI-189

Gadhikar
Mrs. Udeshi



[Handwritten signature]

39-29

TALOJA INDUSTRIAL AREA

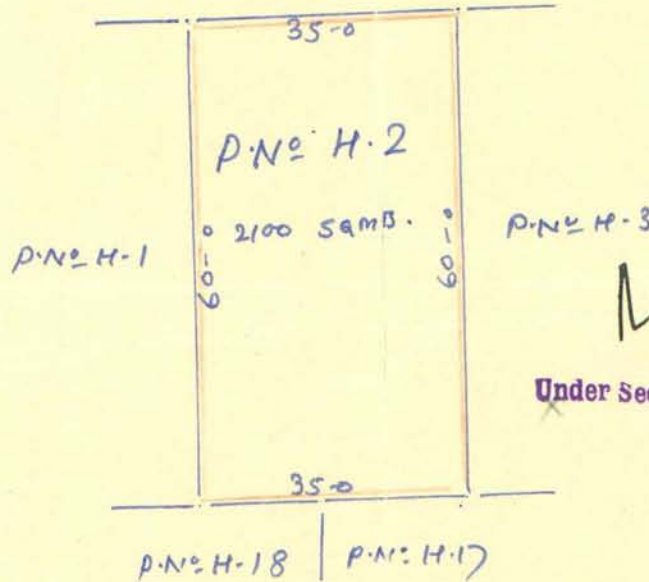
VILLAGE - PADHE, TALUKA - PANVEL DIST - KOLABA

SCALE - 1 cm = 10 mts.

39.29



ROAD



Under Secretary to the Govt. of Maharashtra,
Industries and Labour Department

Surveyor
M.I.D.C.
27.6.74

PP-72

VOL-55 BRO.

Plan which accompanied the
Document, registered No. R-1507/74 at
page volume of Book
No. 1.
Date 20/11/74

Ben
Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

BOM. (R 1507) 19/11/74
Plan not to be photographed





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is appended in the First Schedule hereunderwritten the Lessor demised unto the Lessee all that the land comprised in the said Indenture of Lease and more particularly described therein and hereunderwritten in the Second Schedule hereunder written for a term of 95 (Ninety five) years (with an option to renew the same) commencing from the 1st day of July 1973 on the payment of the premium at the yearly rent and subject to the covenants and conditions therein contained;

AND WHEREAS the said land more particularly described in the Second Schedule hereunderwritten being Government land was together with other Government land included in a Scheme for development entrusted by the Government to the Lessor in exercise of the powers in that behalf conferred by sub-section (1) of section 43-1-A of the Maharashtra Industrial Development Act, 1961 (hereinafter called "the said Act");

AND WHEREAS the Lessor developed the entire land, caused the same to be sub-divided into plots and executed the said Indenture of Lease in respect of Plot No.H-2 described in the Second Schedule hereunderwritten;



AND WHEREAS no formal Deed of Transfer having been executed by the Government in favour of the Lessor doubts have arisen as regards competence of the Lessor to grant the said Lease;

AND WHEREAS at the request of the Lessor and the Lessee the Government has agreed to execute these presents for more perfectly assuring unto the Lessee the demise of the said land under the said Indenture of Lease dated the 18th day of June 1974.

NOW THIS DEED WITNESSETH that in pursuance of the said Agreement and in consideration of the premises the Government DOTH HEREBY RATIFY AND CONFIRM THE SAID INDENTURE OF LEASE dated the 18th day of June 1974 as set out in the First Schedule hereunderwritten and the demise thereunder by the Lessor to the intent that the said Indenture of Lease shall be deemed to be and as and shall continue to be of full effect and binding on the Government in the same manner and to the same intent as if the Government had originally executed or caused the same to be executed.

IN WITNESS WHEREOF, the Governor of Maharashtra hath caused the Under Secretary to the Government of

MAHARASHTRA..3.

R.M. 431
27-6-74No. 754/1694
GENERAL STAMP OFFICE

Bombay, 27.6.74. 100

RECEIVED from M/s. Agrimas Chemicals P. Ltd.
Stamp duty

Rupees (5/-) Rs. Five only

CERTIFIED under Sec. 32 of the Bombay Stamp Act, 1958, that the full stamp duty Rupees (5/-)

Rs. Five only

with which this instrument is chargeable has been paid.

D. M. 431
Collector
BOMBAY

(B)

THIS DEED OF CONFIRMATION made at Bombay, the 12th day of July One Thousand Nine Hundred and Seventy four between the GOVERNOR OF MAHARASHTRA exercising the executive powers of the Government of the State of Maharashtra. Hereinafter called "the Government" (which expression shall, unless the context does not admit, include his successors and assigns) of the First Part; the MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH. III of 1962) hereinafter called "the Lessor" (which expression shall, unless the context does not admit, include its successors and assigns) of the Second Part; AND Messrs. Agrimas Chemicals Private Limited, a Company incorporated under the Companies Act, 1956 and having its Registered Office at 7, Homji Street, Fort, Bombay - 400001, 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 Third Part;

WHEREAS by an Indenture of Lease dated the 18th day of June 1974 and made between the Lessor of the one part and the Lessee of the other part and lodged for registration under serial Nos. 949 and 950 in the Office of the Sub-Registrar of Assurances at Bombay on the 20th day of June 1974, a copy whereof

is appended..2.



Maharashtra, Industries and Labour Department to set his hand and affix the Seal of his Office hereto, the Maharashtra Industrial Development Corporation, the abovenamed Lessor, hath caused the Deputy Secretary to set his hand hereunto for and on behalf of the Lessor and the Lessee hath caused its Common Seal to be affixed hereto the day and year first abovementioned.

THE FIRST SCHEDULE ABOVE REFERRED TO

THIS LEASE made at Bombay, the 18th day of June One thousand nine hundred and seventy four 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 Messrs. Agrimas Chemicals Private Limited, a Company incorporated under the Companies Act, 1956 and having its registered office at 7, Homji Street, Fort, Bombay- 400001, 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 13th day of July 1973 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 hereinafter particularly described in the manner hereinafter mentioned;

Recitals.

AND WHEREAS although the work of construction of the factory building and other structure is still in progress the Lessee has requested the Lessor to grant to the Lessee a lease of the said land which the Lessor has agreed to do on the Lessee undertaking to complete the said factory building and other structures on or before the 12th July 1976 in all respects to the satisfaction of 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

or functions..4.



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or functions of the said Executive Engineer, Maharashtra Industrial Development Corporation may be assigned);



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. 940/- approximately per annum;

NOW THIS LEASE WITNESSETH as follows:-

Description
of Land.

1. In consideration of premises and of the sum of Rs.25,200/- (Rupees Twenty five thousand and two 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.H-2 in the Taloja Industrial Area, within the village limits of Padghe, Taluka and Registration Sub-District Panvel, District and Registration District Kolaba, containing by admeasurement 2100 square metres or thereabouts and more particularly described in the First Schedule hereunderwritten and bounded 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 ninety five years computed from the first day of July 1973 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...5.



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.

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

Covenants
by the
Lessee.

(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
rent.

(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.

To pay
rates and
taxes.

(c) That the Lessee shall on or before the 12th July 1976 at its own expense and in substantial and workmanlike manner and in strict accordance with the plans, elevations, details and specifications approved by the Executive Engineer in charge of the said Industrial Area and the Building Regulations set out in the Second Schedule hereunderwritten build and completely finish fit to the satisfaction of the said Executive Engineer the said building and other structures thereon for the use as an industrial factory with all requisite drains and proper conveniences thereto.

Completion
of factory
building.

(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.

Not to
excavate.

(e) 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 hereto annexed.

Not to
erect beyond
building
line.

(f) The..6...

Access
road.

(f) The Lessee heving at its 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.

To build
as per
Agreement.

(g) 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.

Plans to be
submitted
before
building.

(h) 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.

To build
according
to rules.

(i) 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 thereon.

Sanitation.

(j) 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 order to keep the demised premises and surroundings clean and in good conditions 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.

(k) That no alterations or additions shall at any time be made to the facade or elevation of any

building...7....



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.

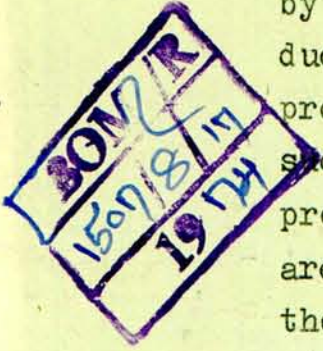
(l) Throughout the said term at the Lessee's expense well and substantially to repair, pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colour and white washing) to the satisfaction of the Executive Engineer, the said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

(m) 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. To enter and inspect.

(n) 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.

(o) To use the demised premises only for the purpose of a factory but not for the purpose of 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.

(p) To keep the building 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 against loss or damage by fire in a sum equivalent to the cost of the building...8.... Insurance.



the building (excluding foundation 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 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 layout 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 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.

Delivery of possession after expiration.

(q) 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.

Not to assign.

(r) 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.

(s) If the..9..

(s) If the Lessee shall sell, assign or part with the demised premises for the then residue of the said term to deliver at the 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 required.

Assignments
to be
registered
with Lessor



(t) In employing skilled and unskilled Labour, the Lessee 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 employ-
ment of
Labour.

(u) And in the ~~xx~~ event of the death of the permitted assign 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.

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 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 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

Rent in
arrear.

to enter...10...



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.

Lessor's covenant for peaceful enjoyment.

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.

Alteration of Estate Rules.

6. The layout of the Talaja 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 shall have no right to require the enforcement thereof or any of them against the Lessor or any person claiming under the Lessor.

Renewal of Lease.

7. If the Lessee shall have duly performed and observed 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 for a further term of ninety five 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 ninety five years the Lessor shall at the like cost and expense grant to the Lessee 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...ll.....

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 Anant Dattatraya Ghatage, the Deputy Secretary of the Maharashtra Industrial Development Corporation has, for and on behalf of the Maharashtra Industrial Development Corporation, the Lessor abovenamed, 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 abovementioned.

FIRST SCHEDULE
(Description of Land)

All that piece or parcel of land known as plot No. H-2 in the Taloja Industrial Area within the village limits of Padghe, Taluka and Registration Sub-District Panvel, District and Registration District Kolaba, containing by admeasurement 2100 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 Road,
On or towards the South by Plots Nos. H-17 and H-18,
On or towards the East by Plot No. H-3, and
On or towards the West by Plot No. H-1.

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. 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 be made at any time.

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- 12 -

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. 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 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 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 ~~XXXX~~ recovery from fish or animal offal.


10. Manufacture or storage of explosives or fire-works.

11. Fat rendering.


12. Fat, tallows, grease or lard refining or manufacture.

13. Manufacture of explosives or inflammable products of pyroxylin.

14. pyroxylin...13....

- 
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~~ 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.

BOM / K
1507/13/17
1974



SIGNED, SEALED AND DELIVERED by
Shri Anant Dattatraya Ghatage,
the Deputy Secretary of the
within named Maharashtra Industrial
Development Corporation, in the
presence of :-

Seal of the MIDC.
Sd/-
A.D. Ghatage,
Deputy Secretary,
Maharashtra Industrial
Development Corporation.

1. Sd/-
2. Sd/-

BH
The Common Seal of the abovenamed
Lessee M/s. Agrimas Chemicals Pvt.
~~limited~~ Limited, was, pursuant to
a Resolution of its Board of
Directors passed in that behalf
on the 10th day of June 1974,
affixed hereto in the presence
of :
BH
Shri F.K. Nanjee,
Director of the Company who has
set his hand hereto in the
presence of :-

Seal of the Company.

Sd/-
Director.

1. Sd/-
2. Sd/-

The Second Schedule.....14....

BH

THE SECOND SCHEDULE ABOVE REFERRED TO

All that piece or parcel of land known as Plot No.H-2 in the Taloja Industrial Area, within the village limits of Padghe, taluka and registration sub-district Panvel, District and Registration district Kolaba, containing by admeasurement 2100 sq. metres or thereabouts and delineated on the plan thereof hereto annexed and thereon shown surrounded by ret in boundary lines and bounded as follows, that it to say -

On or towards the North by Road,

On or towards the South by Plots Nos.H-17 and H-18,

On or towards the West by Plot No.H-1, and

On or towards the East by Plot No.H-3.

SIGNED, SEALED and DELIVERED

by the withinnamed Shri M.V.

Rajadhyaksha,

Under Secretary to Government,
Industries & Labour Department,
for and on behalf of the withinnamed Governor of Maharashtra
in the presence of -

1.

2.



SIGNED, SEALED and DELIVERED

by Shri Anant Dattatraya Ghatage,
the Deputy Secretary, for and
behalf of the withinnamed the
Maharashtra Industrial Development
Corporation, in the
presence of :-

1.

2.

(V.K. PAWAR)

(C.B.D. SALVI)



Under Secretary to the Govt. of Maharashtra,
Industries and Labour Department.



A. D. GHATAGE,
Deputy Secretary
Maharashtra Industrial Development Corporation

- 15 -

THE COMMON SEAL of the above-named Lessee M/s. Agrimas Chemicals Private Limited, was, pursuant to a Resolution of its Board of Directors passed in that behalf on the 10th day of June 1974, affixed hereto, in the presence of

Shri F.K. Nanjee,
Director of the Company who has set his hand hereto in the presence of :



Firoz Kasanwal Nanjee

1. *Alapakkam Rajagopalom*
(Alapakkam Rajagopalom)

2. *Bilavala*
(Salim Hadeem Bilavala)



Serial No. A-1507

Presented at the office of the
Sub-Registrar of Bombay
between the hours of 12p
and 1p M. on the 2nd Oct.
1974

Firoz Kasanwal Nanjee
Director
Agrimas Chemicals Pvt. Ltd.
Bombay

Received fees for:—

| | |
|-------------------|----------|
| Registration | Rs. 1-25 |
| Photographing | |
| (Pages (a) 17) | 17-00 |
| (b) | |
| Extra under S. 30 | 15-00 |
| 1 Copy S.67 | 12-75 |
| Memo | 1-00 |
| Postage | 3-00 |

Total Rs. 50-00

Sub-Registrar
Sub-Registrar

Sub-Registrar of Bombay
exercising all the powers of
a Registrar except that of
hearing appeals.

759
74

166

Shri M. V. Rajadhyaksha Under Secy. to Govt of Maharashtra
Industries & Labour Dept.

executing party — — — — —

exempt from personal appearance under
S. 33 of the Indian Registration Act, 1908
(XVI of 1908). His signature and seal

known
are _____
identified by _____

_____ to the
who is personally known
undersigned Sub-Registrar.

Date 2-1-1974



Shri Anant Dattabhai Ghatage Dy. Secy.
M I D E.

executing party — — — — —

exempt from personal appearance under
S. 33 of the Indian Registration Act, 1908
(XVI of 1908). His signature and seal

known
are _____
identified by _____

_____ to the
who is personally known
undersigned Sub-Registrar.

Date 2-10-1974

Sub-Registrar.



Shri. Firoz Karamali Nanjee.

Executing party ^{25 years}

Business residing at No. 3 Platinum Bldg.

S.V. Rd. Anethi west Bk. 58

admits execution of the

called Confirmation ~~as~~ as Director of.

M/s Agrimus Chemicals Pvt. Ltd. He identifies the company seal.

Firoz Karamali Nanjee

① A. Rajgopalani Business residing at 15/86. Bk. 71
St. Anthony Rd. Chembur Bk. 71

② Parithi Dipak, Service residing at P. No. 6. Dhan-Kunj.
Set M. A. Rd. Bk. 58

and known to the Sub-Registrar states that he

knows the above executant and identifies

him.

Dated 2-10-1974

[Signature]
Sub-Registrar.



Registered No. R-1507/74 of Book No. 1

Date 20/11/74 *[Signature]*
Sub-Registrar,
Bombay.

exercising all the powers of
a Registrar except that of
hearing appeals.

One duplicate presented along with
this deed under Serial No. R-1508/74
is certified under this registered
number.

20/11/74 *[Signature]*
Sub-Registrar, Bomb.
exercising all the powers
of Registrar except that
of hearing appeals.

0

1507/74

+ Duplicate

Agronomic chemicals

Raigod

5851

3/10/74

9

Padga

Parvat

Kolaba

450

महाराष्ट्र
महाराष्ट्र
महाराष्ट्र
3

Compendium
Dec

Repts 125

17-00

12-75

1-00

15-00

Postage 3-00

50-00

2 Copies of plans
submitted

12



दिल्ली DELHI

40AA 271212

AFFIDAVIT

We, Agrimas Chemicals Limited, the mortgagor(s) hereby make an oath and state as follow:

- (a) We have availed C.C. Limit of Rs. 7,50,00,000 (Rupees Seven Crores & Fifty Lacs) & L.C./FLC Limit of Rs. 2,50,00,000 (Two crores & fifty lacs only), and have given the property as primary security which is more particularly described in Schedule I hereunder written (hereinafter referred to as the scheduled property), and hereby declare that we have not availed any other loan for acquiring the scheduled property.
- (b) We have full, absolute and unhindered right, title, and interest to and over the schedule property and nobody else has any right, title or interest in the scheduled property.
- (c) As a security for the finance availed by us as given in the para above we have delivered to the Bank the title deeds more particularly described in Schedule II hereunder written respect of the scheduled property with an intention to create mortgage of the scheduled property on 28.03.11. We hereby declare that the documents of title delivered by us to the Bank are original title deeds and there are no other documents of title in our possession or at our command.
- (d) We hereby declare that there are no subsisting charges/encumbrances on the scheduled property and we have not done any act which would

For AGRIMAS CHEMICALS LTD.

Director

115930

| | |
|---------------------------------|---------|
| SL. NO. | RS. |
| NAME | Agarwal |
| S/O, D/O, W/O | |
| ADD. | |
| - 4 MAR 2011 | |
| PURPOSE.....IN FAVOUR OF..... | |
| DAVINDER SINGH KUMAR L. NO. 847 | |
| 234-A, CHANDI PLAZA, SANT NAGAR | |
| NEW DELHI - 110065 | |

Clinical Officer

Sant Nagar

Rishi

affect our title to the schedule property or the security created by us in favour of the Bank.

- (e) We hereby declare that the scheduled property is not subject to any attachment orders on account of taxes, inter alia, including income Tax/Sales Tax/property tax or any other levy, penalty of any nature whatsoever.
- (f) We are aware that the bank has believed on the declarations made by us in this affidavit and on the basis of the declarations made by us has agreed to grant finance for acquisition of the scheduled property. We are aware that appropriate civil/criminal proceedings can be initiated against us if it turns out that the declarations made by us hereinabove turn out to be incorrect, false or misleading.

SCHEDULE-I

1. Leasehold Industrial Plot No. H-2, MIDC Industrial Area, Behind Hindustan Lever Ltd., Talaja, Navi Mumbai.

SCHEDULE-II

1. Original 9(Nine) Receipts
2. Original Agreement dated 13.07.73 with Site Plan.
3. Original possession receipts.
4. Original letter dated 27.06.74
5. Original Registered lease deed dated 18.06.1974 executed by MIDC and M/s. Agrimas Chemicals Limited whereby the subject property admeasuring 2100 sq. metres was leased. This lease deed is registered as Document No. R-949/74, dated 17.08.1974.
6. Original of deed of confirmation dated 12.07.1974 whereby lease of the subject property was confirmed by MIDC in favour of M/s. Agrtimas Chemicals Ltd. This deed of confirmation is registered as Document No. R-1507/1974 dated 20.11.1974.
7. Two Nos. of original Agreements dated 23.08.07.
8. Original letter dated 06.06.08.
9. Original NO Objection from HDFC Bank
10. Original tripartite deed of mortgage amongst Bank, MIDC and M/s Agrimas Chemicals Ltd. Is required to be executed.

For AGRIMAS CHEMICALS LTD.

X 

Director

VERIFICATION

I/we, G. Paul Lamech the mortgagor(s) solemnly verify that the contents of the above paragraphs are true to my/our knowledge. Signed and verified at New Delhi on 31st day of March 2011.

Place : New Delhi

Datge : 31.03.2011

For AGRIMAS CHEMICALS LTD

Signature of Mortgagor(s)  _____
Director

The North Kanara G.S.B.Co-op.
Bank Ltd., Bandra Branch, Zapurza,
Sahitya Sahawas, Kalanagar,
Mumbai-400 051.
D-5/STP(V)/C.R. 1042/02/05/1300 to
1303



Page 74 of 138

SPECIAL
ADHESIVE
महाराष्ट्र
APR 27 2015

144764 15:05

R.0000100/-PB5100

INDIA STAMP DUTY MAHARASHTRA

| | |
|---|-------------------------------|
| (Nature of Document) | Agreement |
| (Registrable / Non Registrable) | Registrable / Non Registrable |
| (Registration Details) | |
| (Name of S. R. O.) | |
| (Franking Unique No.) | |
| (Property Description in brief) | |
| (Consideration Amount) | |
| (Stamp Purchaser's Name) | Laddens |
| (Name of the other Party) | M/S Agrimas |
| (if through Name & Address) | |
| (Stamp Duty Amount) | 100 |
| (Stamp Duty Amount in words) | |
| (Authorized Person's full Signature & Seal) | |



THIS AGREEMENT made at MAHAPE, NAVI MUMBAI this 05th day of May Two Thousand fifteen BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1961 and having its principal office at Udyog Sarathi, Mahakali Caves Road, MIDC, H.Q., Andheri (East) Mumbai-400 093. (hereinafter called " the Lessor " which expression shall, unless the context does not so admit include its successors and assigns) of the First Part AND M/S.AGRIMAS CHEMICALS LIMITED a Company incorporated under the Companies Act-1956 and having its registered office at Plot No.H-2, MIDC, Taloja Industrial Area, Tal-Panvel, Dist-Raigad. (hereinafter called "the Lessee" which expression shall, unless the context does not so admit include its successor or successors in business and permitted assign) of the Second Part.



AND IDBI BANK LIMITED, a Bank incorporated under the Banking Companies Act-1956 and having one of its branch at-Specialised Corporate Branch, 5th Floor, Plot No.7, G-Block, BKC, Opposite NSE Building, Bandra (East) Mumbai-400 051. (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part.

AND STATE BANK OF TRAVANCORE, a Bank incorporated under the Banking Companies Act-1956 and having one of its branch at-Parliament Street Branch, New Delhi. (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part.

AND STATE BANK OF MYSORE, a Bank incorporated under the Banking Companies Act-1956 and having one of its branch at-Sushant Lok Branch, Centre Point, A-Block, Sushant Lok, Phase-1, Gurgaon, Hariyana-122002. (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part.

WHEREAS:

(a) By an Indenture of Lease dated the **18th day of June, 1974** (hereinafter referred to as "the said Lease ") and made between the Lessor of the One Part and **M/s. Agrimas Chemicals Pvt. Ltd.**, of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurance at **Mumbai** under Serial No. **R-949 and R-945** on the **20th day of June 1974** Lessor in consideration of the premium paid and of the rent thereby reserved and of the covenants, and condition contained therein and on the part of **M/s. Agrimas Chemicals Pvt. Ltd.**, to be paid observed and performed did thereby demise unto the **M/s. Agrimas Chemicals Pvt. Ltd.**, all that piece of land known as **Plot No. H-2** in the **Taloja Industrial Area**, within the village limits of **Padghe**, Taluka and Registration Sub-District Panvel, District and Registration District **Raigad** containing by admeasurements **2100 Square Meters** or thereabouts, and more particularly described in the First Schedule there under and also in the First Schedule here underwritten together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as "the demised premises") unto the **M/s. Agrimas Chemicals Pvt. Ltd.**, for a term of **Ninety Five Years** computed from the **1st day of July-1974** subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS by letter **16th day of December 1999** the Corporation has taken a note of Change in name of the Company i.e. from **M/S. AGRIMAS CHEMICALS PVT.LTD.** to **M/S AGRIMAS CHEMICALS LTD.**

(b) The Lessor had, at the request of the Lessee granted to the Lessee consent to Mortgage/charge by the Lessee of the Lessee's interest under the Lease in favour of **STATE BANK OF MYSORE** as Security for repayment of the loan of **Rs.10,00,00,000/- (Rupees Ten Crores Only.)** against the security and the said loans are still outstanding.

(c) The Lessee has requested the Financial Institution to advance to the Lessee certain further loan Particular whereof are set out in the **Second Schedule** hereunder written (hereinafter called "the said Loans") on the security, interalia of a mortgage of the demised premises which the Financial Institution has agreed to do on certain term

assets including the Lessee's interest in the demised premises under the said lease in favour of the **Financial Institution**.

(d) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the **Financial Institution** and to enter into this agreement in the manner hereinafter contained;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

(1) In Pursuance of the said agreement and in consideration of the premises the Lessor hereby grants permission to the Lessee to mortgage the demised premises to the Financial Institution for the bonafide purpose of securing the due payment of the said loans advanced or to be advanced by the Financial Institution to the Lessees subject to a maximum of **IDBI Bank Ltd.** amount of **Rs.16,00,00,000/-** **State Bank of Mysore** amount of **Rs.10,00,00,000/-** & **State Bank of Travancore** amount of **Rs.10,00,00,000/-** **total Rs. 36,00,00,000/- (Rupees Thirty Six Crores Only.)** in the aggregate. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.

(2) The Lessor the Lessee and the Financial Institution further agree that the Financial Institution may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject, however, to what is stated below, namely :-

(a) In the event of the Financial Institution selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institution shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz., the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee, to the Lessor in respect of the said Plot of land at the time of allotment viz, premium calculated at the rate of **Rs.12/-** per square metre provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation / foreign exchange, fluctuation escalation, costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income shall be final.

(b) The right of the Financial Institution to sell the demised premises under such mortgage to realise the undercharged debt shall be absolute as set out in condition (a) above.

(b-1)"In the event of sale the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation (the grantor/Lessor) will not allow any changes."

(c) The condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein imposed upon the Lessees under the said Lease shall apply to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial Institution or any one or more of them as aforesaid;



Handwritten signature in blue ink.

Handwritten signature in blue ink.

(d) In the event of the Lessees committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land, the Lessor shall give unto the Financial Institution at least 6 months, notice in writing specifying the default or breach committed by the Lessee and Lessor shall not exercise its right of re-entry or resumption unless the Lessee or the Financial Institution or any of them shall have failed to remedy the same within six months from the date of receipt of the said notice.

(e) During the continuance of the said mortgage of the demised premises in favour of the Financial Institution as security for loan advanced by it to the Lessee herein before recited, it shall not be necessary for the Lessee to insure the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor **PROVIDED** the Lessee has such insurance effected in the joint names of the Lessee and Financial Institution.

(f) The Lessee shall in case of such mortgage of the demised premises and the buildings and structures therein or any of them as provided in preceding clause 1 above, file complete particulars of that mortgage with the Lessor within a period of one month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said Indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its Common Seal to be affixed thereto and the Financial Institution hath caused these presents to be executed under the hands of its authorised representatives the day and year first hereinabove written.



THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece or parcel of land known as Plot No.H-2 in the **Taloja** Industrial Area, within the village limits of **Padghe** Taluka and Registration Sub-District **Panvel** District and Registration Sub-District **Raigad** Containing by admeasurements **2100** Square Metres or thereabouts and bounded as follows, that is to say

| | |
|-------------------------------|----------------------|
| On or towards the North by :- | Road, |
| On or towards the South by :- | Plot No.H-17 & H-18, |
| On or towards the East by :- | Plot No.H-3 and |
| On or towards the West by :- | Plot No.H-1 |

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of the Loans)

| Name of the Financial Institution | Amount of the loan agreed to be advance Rs. |
|-----------------------------------|---|
| State Bank of Mysore | (A) Rs. 10,00,00,000/- (PREVIOUS) |
| IDBI Bank Limited | Rs. 16,00,00,000/- |
| State Bank of Travancore | Rs. 10,00,00,000/- |
| State Bank of Mysore | Rs. 10,00,00,000/- |
| | (B) RS. 36,00,00,000/- (PRESENT) |
| TOTAL (A)+(B) | Rs. 46,00,00,000/- (Rupees Forty Six Crores Only.) |



SIGNED, SEALED AND DELIVERED, by the
Within named Shri. Pankaj Deore,
the Regional Officer, Mahape for and on
behalf of the with named MAHARASHTRA
INDUSTRIAL DEVELOPMENT CORPORATION
in the presence of :-



5/5/2015
REGIONAL OFFICER,
M.I.D.C REGIONAL OFFICE
MAHAPE

1. M. B. Shimpian

2. Shri K. N. Dombale

The COMMON SEAL of the Within named Lessee
M/S. AGRIMAS CHEMICALS LTD.

Was pursuant to a Resolution of its Board of
Directors passed in that behalf on the 6th day of
April 2015 hereunto affixed, in the presence of
For AGRIMAS CHEMICALS LTD.

For AGRIMAS CHEMICALS LTD

1. Vanessa Keeshing (KEISHING VANESSA)
Authorised Signatory (Director)

Director

2. _____

Director of the Company who in token of
Affixed the Seal of the Company have set their
Respective hand hereto in the presence of.

1. Neelesh Jain

2. Deepesth Mhatre

SIGNED, SEALED AND DELIVERED by the
Within named Financial Institution

IDBI Bank Limited - Anash GouAL

State Bank of Travancore - Ranbir Singh Yadav

State Bank of Mysore - SAKET BIHARI

by the hand of

Shri. _____

Its constituted Attorney, in the presence of :-

1. Nisha Jaiswal, IDBI

2. Deepe Ganesan, IDBI

बैंक ऑफ त्रावणकोर
BANK OF TRAVANCORE
Rm. 102
महाप्रबन्धक / Asst. General Manager
Parliament Street, New Delhi
For IDBI BANK LTD.

Asst. Gen. Manager
CBG, BKC

For STATE BANK OF MYSORE

h2r
Manager
Sushant Lok Branch, Gurgaon

SAKET BIHARI
S.S. No.-4366, Br. Code-40661



5, Sant Nagar, IIIrd Floor,
East of Kailash, New Delhi-110 065
Ph.: +91 (11) 49231200, 49231201
Fax : +91 (11) 41620144
Website: www.agrimas.com

AGRIMAS FOR AGRIFUTURE

AGRIMAS CHEMICALS LIMITED



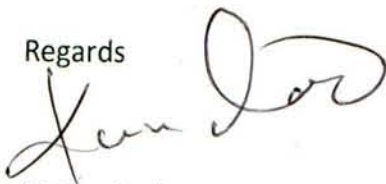
in lieu of 10/8/2007
New TCA letter

Dated 08.12.2011
The Branch Manager
State Bank of Mysore
Central Point, Sushant Lok-I
Gurgaon ,Haryana

Dear Sir

Enclosed find Tripartite agreement between Maharashtra Industrial Development corporation ,Agrimas Chemical Ltd & State Bank of India ,to accord the necessary permission to mortgage the demised to the Financial Institution.

Regards


(A.Kundoo)





महाराष्ट्र MAHARASHTRA

रबकाचा दिनांक
पकोषागाराचे नांव-पन्वेल,
न. रायगड.

14 SEP 2011



उपकोषागार अधिकारी
पन्वेल - रायगड.

स्वयं 9/11 अ. न. 836 दिनांक

शेख स्टॅम्प वेंडर, कळंबोली

EK 212301

बेल KL5/35/1, कळंबोली, फोन: 26424189

22 SEP 2011

नांव _____ वतीने _____

राष्ट्रपति _____

अनुमोदित क्रमांक

(सी. शेख एस. पी. जी.)



THIS AGREEMENT made at MAHARASHTRA, NAVI MUMBAI this _____ day of

December TWO THOUSAND ELEVEN BETWEEN MAHARASHTRA

INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1961 and having its principal office at 4, (4A), 12th floor, World Trade Centre, Complex-1, Cuffe Parade, Colaba, Mumbai-400005. (hereinafter called "the Lessor" which expression shall, unless

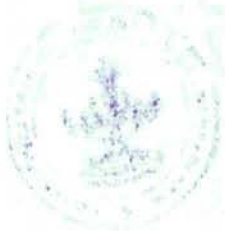
the context does not so admit include its successors and assigns) of the first Part AND M/S. AGRIMAS CHEMICALS LTD., a Company incorporated under the Companies Act-1956 and having its registered office at plot no. H-2, MIDC, Taloja Industrial Area, Tal-Panvel, Dist-Raigad. (hereinafter called "the Lessee" which expression shall, unless the context does not so admit include its successor or successors in business and permitted assign) of the Second Part.

For STATE BANK OF MYSORE

Sushant Lok
Manager
Sushant Lok, Gurgaon



RECEIVED
1100 4-9-21



AND STATE BANK OF MYSORE, a body corporate constituted under the State Bank of India (Subsidiary Banks) Act 1959 and having one its branch office at **Central Point, Sushant Lok-I, Gurgaon, Harayana.** (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit include its successors and assigns) of the Third part.

WHEREAS:

(a) By an Indenture of Lease dated the **18th day of June, 1974** (hereinafter referred to as "the said Lease") and made between the Lessor of the One Part and **M/s. Agrimas Chemicals Pvt. Ltd.** of the other part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurance at **Mumbai** under serial no. **R-949 And R-945** on the **20th day of June 1974** Lessor in consideration of the premium paid and of the rent thereby reserved and of the covenants, and condition contained therein and on the part of **M/s. Agrimas Chemicals Pvt. Ltd.**, to be paid observed and performed did thereby demise unto the **M/s. Agrimas Chemicals Pvt. Ltd.**, all that piece of land known as **Plot No. H-2** in the **Taloja Industrial Area**, within the village limits of Padghe, Taluka and Registration Sub-District Panvel, District and Registration District District Raigad containing by admeasurements **2100 Square Meters** or thereabouts, and more particularly described in the First Schedule there under and also in the First Schedule here underwritten together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging to hold the said land and premises therein expressed to the thereby demised (therein and hereinafter referred to as "the demised premises") unto the **M/s. Agrimas Chemicals Pvt. Ltd.**, for a term of **Ninety Five Years** computed from the **1st day of July-1974** subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS by letter **16th day of December 1999** the Corporation has taken a note of change in name of the company i.e. from **M/s. Agrimas Chemicals Pvt. Ltd.** to **M/s. Agrimas Chemicals Ltd.**

(b) the Lessee has requested the Financial Institution to advance to the Lessee certain further loan particular whereof are set out in the **Second Schedule** hereunder written (hereinafter called "the said loans") on the security, interalia of a mortgage of the demised premises which the Financial Institution has agreed to do on certain term and conditions as also on condition that the Lessee will mortgage and charge all its assets including the Lessee's interest in the demised premises under the said Lease in favour of the **Financial Institution.**

For STATE BANK OF MYSORE

 Manager
 Sushant Lok, Gurgaon



(c) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised to the **Financial Institution** and to enter into this agreement in the manner hereinafter contained;

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

(1) In Pursuance of the said agreement and in consideration of the premises the Lessor hereby grants permission to the Lessee to mortgage the demised premises to the Financial Institution for the bonafides purpose of securing the due payment of the said loans advanced or to be advanced by the Financial Institution to the Lessees subject to a maximum of **Rs.10,00,00,000 (Rs. Ten Crores Only)** in the aggregate. The permission hereby granted will not authorize the Lessee to mortgage only a part of the demised premises.

(2) The Lessor the Lessee and the Financial Institution further agree that the Financial Institution may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject, however, to what is stated below, namely :-

(a) In the event of the Financial Institution selling the demised premises or any party thereof or having the same sold as aforesaid for realisation of the security, the Financial Institution shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz, the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee to the Lessor in respect of the said plot of land at the time of allotment viz., premium calculated at the rate of **Rs. 12/-** per square metre provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institution in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation / foreign exchange, fluctuation escalation, costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the government of Maharashtra as regards the amount of unearned income shall be final.

(b) The right of the Financial Institution to sell the demised premises under such mortgage to realise the undercharged debt shall be absolute as set out in condition (a) above.

For STATE BANK OF MYSORE

Sushant Lok
Manager
Sushant Lok, Gurgaon



(b-1) "In the event of sale the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the corporation (the grantor/lessor) will not allow any changes."

(c) the condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof any interest therein imposed upon the Lessees under the said Lease shall apply to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial Institution or any one or more of them as aforesaid;

(d) In the event of the Lessees committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land, the Lessor shall give unto the Financial Institution at least 6 months, notice in writing specifying the default or breach committed by the Lessee and Lessor shall not exercise its right of re-entry or resumption unless the Lessee or the Financial Institution or any of them shall have failed to remedy the same within six months from the date of receipt of the said notice.

(e) During the continuance of the said mortgage of the demised premises in favour of the Financial Institution as security for loan advanced by it to the Lessee herein before recited, it shall not be necessary for the Lessee to insure the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor **PROVIDED** the Lessee has such insurance effected in the joint name of the Lessee and Financial Institution.

(f) The Lessee shall in case of such mortgage of the demised premises and the building and structures therein or any of them as provided in preceding clause 1 above file complete particulars of that mortgage with the Lessor within a period of one month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said Indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its common seal to be affixed thereto and the Financial Institution hath caused these presents to be executed under the hands of its authorised representatives the day and year first hereinabove written.

[Handwritten signature]
[Handwritten signature]

For STATE BANK OF MYSORE

[Handwritten signature]
Manager
Sushant Lok, Gurgaon



THE FIRST SCHEDULE ABOVE REFERRED TO**(DESCRIPTION OF LAND)**

All that piece or parcel of land known as Plot No. **H-2** in the **Taloja** Industrial area, within the village limits of **Padghe** Taluka and Registration Sub-District **Panvel** District and Registration Sub-District **Raigad** Containing by admeasurements 2100 Square Meters or thereabouts and bounded as follows, that is to say

On or towards the North by :- Road
 On or towards the South by :- Plot No.H-17 & H-18,
 On or towards the East by :- Plot No.H-3 and
 On or towards the West by :- Plot No.H-1

THE SECOND SCHEDULE ABOVE REFERRED TO**(PARTICULARS OF THE LOANS)**

| Name of the Financial Institution | Amount of the loan agreed to be advance Rs. |
|-----------------------------------|---|
| State Bank of Mysore | Rs. 10,00,00,000/- |
| (B) Total | Rs. 10,00,00,000/- (PRESENT) |



For STATE BANK OF MYSORE

✓

Manager
Sushant Lok, Gurgaon

Signature



SIGNED, SEALED AND DELIVERED, by the
Within named Shri. **DEELIP R. GUTTE**,

The **Regional Officer, Mahape** for and on
Behalf of the with name

**MAHARASHTRA INDUSTRIAL DEVELOPMENT
CORPORATION** in the presence of :-

1. Shri. A. B. Rathod, Am
2. Mrs. P. G. Narvelkar



**REGIONAL OFFICER,
M.I.D.C. REGIONAL OFFICE
MAHAPE**

The COMMON SEAL of the within name Lessee

M/s AGRIMAS CHEMICALS LTD.

Was pursuant to a Resolution of its Board of
Directors passed in that behalf on the 12th day of
August 2011, hereunto affixed,

In the presence of

1. Ms. Vanessa Keishing
2. Director

For **AGRIMAS CHEMICALS LTD.**
Vanessa Keishing
Director

Director of the Company who in token of
affixed the Seal of the Company have set their
Respective hand hereto

In the presence of.

1. Sanmand (Sanmand Bahritaram)
2. SURESH D. CHANDRA

SIGNED, SEALED AND DELIVERED by the
Within named Financial Institution

For **STATE BANK OF MYSORE**

State Bank of Mysore

By the hand of

Shri. _____

Its constituted attorney, in the presence of:-

1. [Signature]
2. [Signature]

[Signature]
Manager
Sushant Lok, Gurgaon

R. K. VASHISHT
G.S. No. 3659



[Signature]

For **STATE BANK OF MYSORE**

[Signature]
Manager
Sushant Lok, Gurgaon

For AGRIMAS CHEMICALS LTD.

Vanessa Kershif
Director

REGIONAL OFFICE
MID-CENTRAL DISTRICT
OFFICE

STATE OF MICHIGAN



Maharashtra State Financial Corporation

(Incorporated under State Financial Corporations Act, 1951 No. LXIII of 1951)

THANE, DAMAN DIU REGIONAL OFFICE

Page 88 of 138

Office Complex Building,
6th floor, Wagle Estate,
Near Check Naka,
Thane-400 604.

☎: 582 21 54/58/76

☎: 582 33 90

✉: msfctdd@bom7.vsnl.net.in

Ref.No.MSFC/MKDDRO/LAW/2008

06/06/2008

M/s.Agrimas Chemicals Ltd.
H-2, MIDC Indl. Area,
Behind Hindustan Lever, Talaja,
Dist. Raigad - 410 208.

Dear Sir,

Re : Return of Original Lease Deed and Deed of
Confirmation in respect of M/s.Agrimas
Chemicals Ltd.

Since the company has repaid the entire dues of the Corporation, we
have already handed the original title deeds in respect of mortgaged property
to you. The Company also confirmed vide letter dt. 09/04/08 that Corporation
has handed ^{over} entire original documents to the company. The rest of two
documents now handed ^{over} to you viz Lease Deed dated 18/06/1974 and Deed of
Confirmation dated 12/07/1974.

Kindly acknowledge.

Thanking you,

Yours faithfully,

[Signature]
Regional Incharge

Encl : As above.

This is for your information.
Uke/Legal/L-Agrimas No dues 290408

MSFC, H.O., Mumbai

This is for your information

MSFC, H.O., Mumbai
c.c. to: Asst. Manager (Law)

Encl: As above

Respectfully

Yours faithfully

Thanking you

Kindly acknowledge

Confirmation dated 12/07/2014

documents now handed to you viz Lease Deed dated 18/05/2014 and Deed of
has handed entire original documents to the company. The rest of two
to you. The company also confirmed vide letter dt. 05/04/08 that Corporation
have already handed the original title deeds in respect of mortgaged property
since the company has repaid the entire dues of the Corporation, we

Chemicals Ltd

Confirmation in respect of M/s Agnitas

Re: Return of Original Lease Deed and Deed of

Dear Sir

Dis: Raised - 410/08

Behind Hindustan Lever, Talga

H.S. MIDC Indl Area

M/s Agnitas Chemicals Ltd

Ref No MSFC/MKDD/KO/VW/008

05/05/2008



महाराष्ट्र MAHARASHTRA

विबरीचे ठिकाण : गुदांक रु. १५ व १७, गोवर्धन राजा मार्ग,

गोवर्धन रोड, नोपडा, ठाणे (प.)

X 200374

अनुक्रम नं. ५६६३ किंमत रु. १००/-

नोंद : w/ Agrimas (Z) Ltd.

हस्ताक्षर : Mr. Kelkar

10 AUG 2007

दिनांक :

10 AUG 2007

Chutthi
साकारमान नुसार किं. १THIS AGREEMENT made at MAHAPE this 25th day of August

TWO THOUSAND SEVEN BETWEEN MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation established under the Maharashtra Industrial Development Act, 1961 and having its principal office at Orient House, Adi Marzban Path, Ballard Estate, MUMBAI-400 038 (hereinafter called " the Lessor which expression shall, unless the context does not so admit include its successors and assigns) of the First Part ; M/S AGRIMAS CHEMICALS LTD., a Company incorporated under the companies Act 1956 & having its registered office at Plot No.H-2, MIDC, Taloja Industrial Area, Tal. Panvel, Dist. Raigad (hereinafter called " the Lessee" which expression shall, unless the context does not so admit include its successors or successors in business and permitted assigns) of the Second Part.

For CENTURION BANK OF MUMBAI LTD

Authorised Signatory

Vanessa

AND CENTURION BANK OF PUNJAB LIMITED, a banking company incorporated under Companies Act 1956 and having one of its branch at M-61 (MKT.) Greater Kailash-II, New Delhi, (hereinafter referred to as the "Financial Institution" which expression shall, unless the context does not so admit, include its successors and assigns) of the Third Part.

WHEREAS :

a) By an Indenture of Lease dated the 18th day of June 1974 (hereinafter referred to as " the said Lease ") and made between the Lessor of the One Part and M/S. AGRIMAS CHEMICALS PVT.LTD., of the Other Part and lodged for registration in duplicate in the office of the Sub-Registrar of Assurances at Mumbai under Serial Nos.R-949 and R-945 on the 20th day of June 1974 the Lessor in consideration of the premium paid and of the rent thereby reserved and of the covenants, and conditions contained therein and on the part of M/S. AGRIMAS CHEMICALS PVT.LTD. to be paid observed and performed did thereby demise unto M/S. AGRIMAS CHEMICALS PVT.LTD. all that piece of land known as Plot No H-2, in the Taloja Industrial Area, within the village limits of Padghe, Taluka and Registration Sub-District Panvel, District and Registration District Raigad containing by admeasurements 2100 square meters or thereabouts, and more particularly described in the First Schedule there under and also in the First Schedule hereunder written together with the buildings and erections then or at any time thereafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging to hold the said land and premises therein expressed to be thereby demised (therein and hereinafter referred to as " the demised premises") unto M/S. AGRIMAS CHEMICALS PVT.LTD. for a term of Ninety Five years computed from the 1st day of July 1974 subject to the payment of rent and on the terms, covenants and conditions therein contained.

AND WHEREAS by a letter dated 16th day of December 1999 the Corporation has taken a note of change of the name of the firm i.e. from M/S. AGRIMAS CHEMICALS PVT.LTD. to M/S. AGRIMAS CHEMICALS LTD.

b) The Lessee has requested the Financial Institutions to advance to the Lessee certain loans particulars whereof are set out in the Second Schedule hereunder written (hereinafter called " the said Loans ") on the security , interalia of a mortgage of the demised premises which the Financial Institutions have agreed to do certain terms and conditions as also on condition that the Lessee will

For CENTURION BANK OF PUNJAB LTD
Authorized Signatory

Vanessa

mortgage and charge all its assets including the Lessees' interest in the demised premises under the said Lease in favour of the Financial Institutions.

c) The Lessor at the request of the Lessee has agreed to accord the necessary permission to mortgage the demised premises to the Financial Institutions and to enter into this agreement in the manner hereinafter contained.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

(1) In Pursuance of the said agreement and in consideration of the premises the Lessor hereby grants permission to the Lessee to mortgage the demised premises to the Financial Institutions for the bonafide purpose of securing the due payment of the said Loans advanced or to be advanced by the Financial Institutions to the Lessee subject to a maximum of Rs.2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) in the aggregate. The permission hereby granted will not authorise the Lessee to mortgage only a part of the demised premises.

(2) The Lessor, the Lessee and the Financial Institutions further agree that the Financial Institutions may sell the demised premises or any part thereof or have the same sold for realising the security in their favour subject, however, to what is stated below, namely :-

(a) In the event of the Financial Institutions selling the demised premises or any part thereof or having the same sold as aforesaid for realisation of the security, the Financial Institutions shall pay to the Lessor the entire amount of the unearned income from the land demised under the said Lease (excluding the value of buildings or structures, plant and machinery erected and installed thereon by the Lessee) viz., the entire excess of the price of land calculated at the ruling rate prescribed by the Lessor in the said Industrial Area on the date of such sale and the amount of premium paid by the Lessee to the Lessor in respect of the said plot of land at the time of allotment viz, premium calculated at the rate of Rs.12/- per square meter provided that the Lessor will not be entitled to receive any such payment unless the claims of the Financial Institutions in respect of the mortgage debt inclusive of interest commitment charge, increase that may occur on account of devaluation / foreign exchange fluctuation, escalation costs, charges and expenses are satisfied in full. The decision of the Lessor subject only to an appeal to the Government of Maharashtra as regards the amount of unearned income, shall be final.



For CENTURION BANK OF PUNJAB LTD

Authorized Signatory

3

Vanessa

(b) The right of the Financial Institutions to sell the demised premises under such Mortgage to realise the un-discharged debt shall be absolute as set out in condition (a) above.

(b-i) In the event of sell the Financial Institution shall ensure that the proposed activity of the purchaser shall be the same for which the plot is allotted and the Corporation will not allow any change.

(c) The condition prohibiting assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein imposed upon the Lessee under the said Lease shall apply to any future assignment, underletting or parting with the possession of the demised premises or any part thereof or any interest therein by the transferee who purchases the demised premises or any part thereof at the sale by the Financial Institutions or any one or more of them as aforesaid.

(d) In the event of the Lessee committing any default or committing breach of any of the covenants and conditions of the said lease and the Lessor deciding to exercise its right to re-enter upon and resume possession of the said plot of land, the Lessor shall give unto the Financial Institution at least 6months notice in writing specifying the default or breach committed by the Lessee and Lessor shall not exercise its right of re-entry or resumption unless the Lessee or the Financial Institutions or any of them shall have failed to remedy the same within six months from the date of receipt of the said notice.

(e) During the continuance of the said mortgage of the demised premises in favour of the Financial Institutions as security for loan advanced by it to the Lessee hereinbefore recited, it shall not be necessary for the Lessee to insure the building and structures comprised in the demised premises in the joint names of the Lessee and the Lessor PROVIDED the Lessee has such insurance effected in the joint names of the Lessee and Financial Institution.

(f) The Lessee shall in case of such mortgage of the demised premises and the buildings and structures therein or any of them as provided in preceding clause 1 above, file complete particulars of that mortgage with the Lessor within a period of one month from the date of such mortgage.

(3) Subject as aforesaid all the covenants and conditions of the said Indenture of Lease shall remain in full force and effect.

IN WITNESS WHEREOF the Lessor hath caused these presents to be executed on its behalf, the Lessee hath caused its Common Seal to be affixed thereto and the



For CENTURION BANK OF PUNJAB LTD
Authorized Signatory

4

EP

Vanessa

Financial Institutions have caused these presents to be executed under the hand of its authorised representative the day and year first hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of Land)

All that piece or parcel of land known as Plot No.H-2, in the Taloja Industrial Area, within the village limits of Padghe Taluka and Registration Sub-District Panvel, District and Registration District Raigad containing by admeasurements 2100 square meters or thereabouts and bounded as follows, that is to say :-

On or towards the North by:- Road

On or towards the South by:- Plot No.H-17 and H-18

On or towards the East by :- Plot No.H-3 and

On or towards the West by :- Plot No.H-1

THE SECOND SCHEDULE ABOVE REFERRED TO

(Particulars of the Loans)

| Name of the Financial Institutions | Amount of the loan agreed to be Advanced Rs. |
|------------------------------------|--|
| CENTURION BANK OF PUNJAB LIMITED | Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lakhs Only) |

EP

Vanessa

For CENTURION BANK OF PUNJAB LTD

Authorised Signatory

SIGNED, SEALED AND DELIVERED by
the within named SHRI. C. L. PULKUNDWAR,
the REGIONAL OFFICER, MAHAPE, for
and on behalf of the within named
MAHARASHTRA INDUSTRIAL DEVELOPMENT
CORPORATION in the presence of :-

1. SHRI. [Signature]
2. SHRI. Genavekar Mrs. P. G. Navekar

The Common Seal of the withinnamed Lessee
M/S AGRIMAS CHEMICALS LTD., was pursuant
to a Resolution of its Board of Directors
passed in that behalf on the 30th day of
May 2007 hereunto affixed in the Presence
of

SHRI. Mr. Vanessa Keishing

& SHRI. —

Directors of the Company, who in token of
having affixed the seal of the Company
have set their respective hands hereto, in the
presence of

1. SHRI. C-S. Kelkar.

2. SHRI. S. Murgar

SIGNED, SEALED AND DELIVERED by the
withinnamed Financial Institution
CENTURION BANK OF PUNJAB LIMITED by the
hand of

Shri. Ch. Sukumaran

its Constituted Attorney, in the Presence of

1. SHRI. Shashank Sharma

2. SHRI. Shri. Anand Chaur



[Signature] 23.8.07
REGIONAL OFFICER,
M.I.D.C. REGIONAL OFFICE,
MAHAPE.

For AGRIMAS CHEMICALS LTD.

Vanessa
Director



[Signature]

[Signature]

For CENTURION BANK OF PUNJAB LTD

[Signature]

x

Shashank Sharma

[Signature]

MAHARASHTRA INDUSTRIAL



DEVELOPMENT CORPORATION

Orient House,
Mangalore Street,
Bahar Estate,
Bombay - 1.
Phone : 266547/8

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

Mahakall Road,
Andheri (East),
Bombay - 93.
Phone : 571461/2

No. TLJ-1474/H-2/DCM

27th June 1974.

M/s. Agrimas Chemicals Pvt. Ltd.
7, Homji Street, Fort,
Bombay - 400001.

Sub: Deed of Confirmation
Plot No. H-2 in
Taloja Industrial Area.

Sir,

= With reference to your letter dated the 24th June 1974, I am to inform you that the Deed of Confirmation signed by you on the 26th June 1974, is being sent to Government. It will be returned to you when it is received from Government duly executed.

Yours faithfully,

(Signature)
(A.D. Ghatage)
Deputy Secretary.

Bds.

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

POSSESSION RECEIPT

I, Shri M.C. Kochavalekar on behalf of the Maharashtra Industrial Development Corporation and Shri F.K. Nanaji on behalf of Shri/M/s. Agrimas chemicals Pvt. Ltd. this day respectively handed over the taken over the possession of plot No. 14-2 admeasuring 2100 Sq.mtrs./Sq.yes in Phase No. — of the Taloja Industrial Area, District Kolaba after actual measurement and demarcation of the plot on the site.

Handed over by -

[Signature]
 (Signature of the Officer
 with designation).

Place : (Taloja) Pashighe.Dated the 19-7-73

Taken over by -

[Signature]
 (Signature of the allottee
 or his representative
 with his designation).

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

Page 98 of 138

Book No. 418

Receipt No 041752

RECEIVED from Shri/Messrs. Agrimas chemicals Pvt Ltd.

the sum of Rupees Eleven only.

by Cash/*Cheque/Draft No. dated

on
on account of Rent for plot No. H.2 in Talala
Indl. Area. year 1974 to 1984.

Rs. 11200

Date 7/11/84.

*Subject to realisation.

[Signature]
21/11/84
Accounts Officer
u

MHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Book No. A

41

Receipt No. 4028 ✓

Head Office Bombay
Division

Received from M/S Agrimas Chemicals Pvt Ltd.

the sum of Rs. Twelve thousand only.

by Cash/*Cheque/Draft No. 71108

dated 21/5/73.

on Bank of India Bombay.

on account of deposit for plot No. H-2 in Talaja Industrial Area,

Rs. 12000-00

Date 5th May 73

Subject to realisation.



Dy. Chief Accounts Officer
Executive Engineer

LMS

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Book No. A 45

Receipt No. 4429

Head Office Bombay
DivisionReceived from mls Agrima Chemicals Pvt. Ltd.the sum of Rs. Twelve thousand onlyby ~~Cash~~/~~*Cheque~~/Draft No. 816648 dated 20/6/73on Syndicate Bank Bombayon account of balance occupancy amount for plot no. H-2
in Talaja Industrial area.Rs. 12,000-00Date 21st June 73

*Subject to realisation.

Dy. Chief Accounts Officer
Executive Engineer

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Book No. A 57

Receipt No. 5645

Head Office Bombay
DivisionReceived from M/S Agrima Chemicals Pvt Ltd.the sum of Rs. One thousand two hundred only.by Cash/*Cheque/Draft No. 816723 dated 13/7/73.on Syndicate Bank Bombay.on account of Occupancy amount for plot No. H2 in Taleja Industrial area.Rs. 1200/-Date 13th July 73

*Subject to realisation.

Dy. Chief Accounts Officer
Executive Engineer

fms

(15)

Page 102 of 138

17

(2)

MHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION

(A Government of Maharashtra Undertaking)

Book No. **531**

A

Receipt No. **53033**

Head Office Bombay
Division Prvt. Ltel.

Received from M/S Agrimas Chemicals

the sum of Rs. Two only

by Cash/*Cheque/Draft No. _____ dated _____
on _____

on account of Rent for the year 1973-74 to 1974-75
for Plot No H 2 in Talaja Indl area

Rs. 2/-

Date 7/2/74

*Subject to realisation.

[Signature]

Dy. Chief Accounts Officer
Executive Engineer

पावली क्र. 399

नोंदणी ३९ अ म.
Regn. 89 A m.

दस्तऐवजाचा अर्जाचा अनुक्रमांक १ 1507 & 1508

दिनांक 2-11-

सन १९७५:

दस्तऐवजाचा प्रकार—

सादर करणाराचे नाव—

खालील माणे फी मिळाली:—

नोंदणी फी

नक्कल फी (फोटो)

पुढाकनाची नक्कल फी

टपालखर्च

नकल किंवा जापने (कलम ६४ ते ६७)

शोध किंवा निरीक्षण

दंड—कलम २५ अन्वये

कलम ३४ अन्वये

प्रमाणित नकल (कलम १७) (फोटो)

इतर फी (भागील पानाबरोबर) बाय ३.५

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एकूण

दस्तऐवज

नक्कल

रोजी तयार होईल व

नोंदणीकृत डाकेने पाठवली जाईल.
या कार्यालयात देण्यात येईल.

दुसऱ्या निबंधक

दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या

नावे नोंदणीकृत डाकेने पाठवावा.

हवाली करावा.

आवरणी.

इतर फीची अनुसूची

१. जादा मोंदणी फी अनुच्छेद सतरा किंवा अठरा अक्षरे.
२. राजवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अक्षरे.
अनुच्छेद धीत अक्षरे.
४. मुखत्यारनाम्याचे अनुसंधान.
५. बुहमेट फी.
६. सुरक्षित नावा फी.
७. मोहोरबंद पाकिटाचा निक्षेप.
८. मोहोरबंद पाकिटे उक्कण.
९. मोहोरबंद पाकिटे फक्त मागे धेव.
१०. अडत.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्यून वाकारित फीची वसुली.
१३. जब संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.
१४. विलेख इ. च्या सकळ पाठवण्याचा टपाळखच.
१५. प्रवास खर्च.
१६. भत्ता.

दस्तऐवज बरत केवा,

13636

R-949
950

20 JUN 1974

Leure 9549. & Agreement 2.

Item 2522 - AAR 7401

F. K. Nangze Dix

Aggrima Chemicals P. 142

172-50

14-00

10-50

4-00

1-00

15-00

217-00

10-00

4-00

231-00

Dupli

Postage

एक

वस्तुनिष्ठ
नकल

जिसे प्रसार होई न

नौदणीकृत आकेने पाठवला जाईल
या पाठविल्यात वेण्यात येईल

[Signature]

द्वय हाती नस दिविल्या नकलीच्या

करी नौदणीकृत आकेने पाठवला
होता नसला

The document shall not be registered unless
a certificate is produced from the Income Tax
Officer as provided in Sec. 230-A of the
Income Tax Act, 1961.

उत्तर कीर्ति अनुसूची

१. आदि नौदण्ड की अनुसूची उत्तरा किदा उठवा करके

२. उजवात की

३. फाईल करप्या की

अनुसूची अकरा अनुसूची

अनुसूची दोस अनुसूची

४. मन्त्रालयानाम्याचे अनुसूची

५. गृहमंत्र की

६. सुरक्षित तादा की

७. मोहोरख पाकिटों की निदेश

८. मोहोरख पाकिट उषरके

९. मोहोरख पाकिट परत भावे केने

१०. अता

११. पारिवारिक किदा स्त्री पारिवारिक उषर

१२. अता आकारित की की करके

१३. अता अनुसूची अनुसूची अनुसूची

१४. अता अनुसूची अनुसूची अनुसूची

१५. अता अनुसूची

१६. अता

अनुसूची परत केने

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Regn. 39 m.

दस्तऐवजाचा अर्जाचा अनपेक्षित

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दिनांक 15 JUL 1974 सन १९

वस्तुएव जायते प्रकृतिः—

मादर करणाशने ताव--

आलीलप्रमाणे की मिळाली:--

नोंदणी की

नक्कल की (फोलिओ)

पष्ठांकनाम्नी नवकल की

टपालखर्च

नकल: किदा ज्ञापने (कलमे ६४ ते ६७)

शंख विद्या निरीक्षण

इह—कलम २५ अन्वय

कलम ३४ अन्वये

प्रमाणित नकला (कलम ५७) (फोलियो)

इतर फी (मागील पालावरील) बाबत. 4

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इस्तएवज

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रोजी तयार होईल व नोंदणीकृत डाकेने पाठवली जाईल
या कार्यालयात देण्यात येईल

द्वयम् निबधक

इतएव न खाली नाव दिलेतया व्यक्तीच्या नाव नादणाकृत डाकिन पाठवावा.
हवाली करावा.

सादरकर्ता.

(3)

नॉदणी ३९ म.
Regn. 39 m.

वस्तुपेवजाचा, मालीन अनुकराव

२५४/८५

दिनांक

३०-७-८५

वर्ग १९

वस्तुपेवजाचा प्रकार—

वापर करणाऱ्याचे नाव—

वासीनप्राप्तीची प्रतिलिपी —

नॉदणीची

मकल की (फोमिओ)

पुष्ठांकनामची मकल की

व्यासखर्च

मकल किंवा वापन (कलम १४ व १५)

वोध किंवा निरीक्षण

वस्तु—कलम १५ अन्वये

कलम १४ अन्वये

प्रमाणित वकला (कलम ५७) (फोमिओ)

वापर की (मागील पानावरील) बाबत.

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श्री. सॅम्युयल

जयसिंग

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वस्तुपेवजा
मकल

रोजी वगार होईल व

नॉदणीकृत डाकेने पाठवली जाईल.
वा कार्यालयीन वेळीत येईल.

दुय्यम विभाग.

वस्तुपेवजा घाली नाव दिलेल्या व्यक्तीच्या

नावे नॉदणीकृत डाकेने पाठवावा.
हवाली करणे.

दुय्यम विभाग.

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कलम ५७

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इतर फीची अनुसूची

१. जादा नोंदणी फी अनुच्छेद सतरा किंवा अठरा अन्वये.
२. हजवात फी.
३. फाईल करण्याची फी.
अनुच्छेद अकरा अन्वये.
अनुच्छेद बीस अन्वये.
४. मखत्यारनाम्या अनुप्रमाणत.
५. गृहसेट फी.
६. सुरक्षित ताबा फी.
७. मोहोरबंद पाकिटाचा निक्षेप.
८. मोहोरबंद पाकिट उघडणे.
९. मोहोरबंद पाकिट परत प्रागे घेणे.
१०. अडव.
११. परिचारिका किंवा स्त्री परिचाराची सेवा.
१२. न्यून बाकारित फीची वसुली.
१३. पूढ संग्रहाच्या वस्तूच्या विक्रीचे उत्पन्न.
१४. दिनेख इ. च्या नकला पाठविण्याचा टपाल खर्च.
१५. प्रकाश खर्च.

अला.

कड बदल केला.



Legal

An Agreement made at Bombay _____ the

13th day of *July* One thousand nine hundred
and seventy *Three* 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

B Messrs. *Agrimas chemicals pvt ltd*
Shri/Sarvashri

hms 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 *7 Homji street, Fort.*
and style of Messrs.

Bombay. 1

having his/their office/place

of business at _____

hereinafter called "the Licensee" (which expression shall, unless
~~"the Licensees"~~ the context does not so admit, include its successor or successors
~~his/their survivor or survi-~~
in business and permitted assigns)
~~vors 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. 25, 200/- (Rupees Twenty Five - thousand Two hundred only) being the amount of premium payable by the Licensee;

NOW IT IS HEREBY MUTUALLY AGREED as follows:—

Grant of Licence.

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/they/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/their/its own cost and as often as he/they/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/their/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.

(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.

(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.

(j) That he/they/it will not directly or indirectly transfer, **Benefit of Agreement not assignable.** assign, sell, encumber or part with his/their/its 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 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.

(n) That dust nuisance will be avoided by the unit by installing cyclone dust collectors etc.

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 **Notices.** 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

R. M. Kulkarni

~~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/their hand/affixed the Common Seal of the Company the day and year first above written.~~

FIRST SCHEDULE

(Description of land)

✓
15 gajher with structure in the
All that piece of land known as Plot No. (s) H-2

B. M. Kulkarni
in the Talaja Industrial Area, within the village limits of Pachghhe, Taluka Panvel, District Kolaba, containing by admeasurement 2100 Square Metres or thereabouts and bounded as follows, that is to say—

on or towards the north by—

Road

on or towards the south by—

Plot No H-18 and Plot No H-17

on or towards the east by—

Plot No H-3

on or towards the west by—

Plot No H-1

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.

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 explosive 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, vibrations or fire-hazards.

14

FOURTH SCHEDULE.

(Form of Lease)

THIS LEASE made at _____ the _____ day of _____
One Thousand Nine Hundred and _____

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

Recitals.

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 $\frac{\text{Lessee}}{\text{Lessees}}$ upon the performance and observance by the $\frac{\text{Lessee}}{\text{Lessees}}$ of the obligations and conditions contained in the said 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
encircle.

(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' 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/Lesseees 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 Marginal notes. not be referred to for construction or interpretation thereof.

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 | thereto the
the Lesseees have set their respective hands
 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 admeasurement _____ 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

(Building Regulations)

- 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.
- 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.
- 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.
- 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.
- 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 of 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 R. M. Kulkarni~~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 :—



R. M. KULKARNI

Area Manager,

Maharashtra Industrial Development Corporation.

(1) P. G. Talwadekar
ASST. M.D.C.(2) AL ToraskarSr. Clerk M.D.C.

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SIGNED, SEALED AND DELIVERED

by the abovenamed Licensee MLS
Agrimas Chemicals PVT. LTD.

in the presence of—

(1) Signature

Name

Address :—

(2) Signature

Name

Address :—

The Common Seal of the abovenamed
 Licensee was, pursuant to a Resolution
 of its Board of Directors passed in
 that behalf of the Agrimas Chemicals
PVT. LTD. in favour of Shri P.N. Nanjee
 day of 9th July 19 73,

affixed hereto in the presence of :—

Shri P.G. Talwardekar
ASST. MGR. Bombay 93

Shri A.L. Torankar
Sr. Genl. MGR. Bombay 93



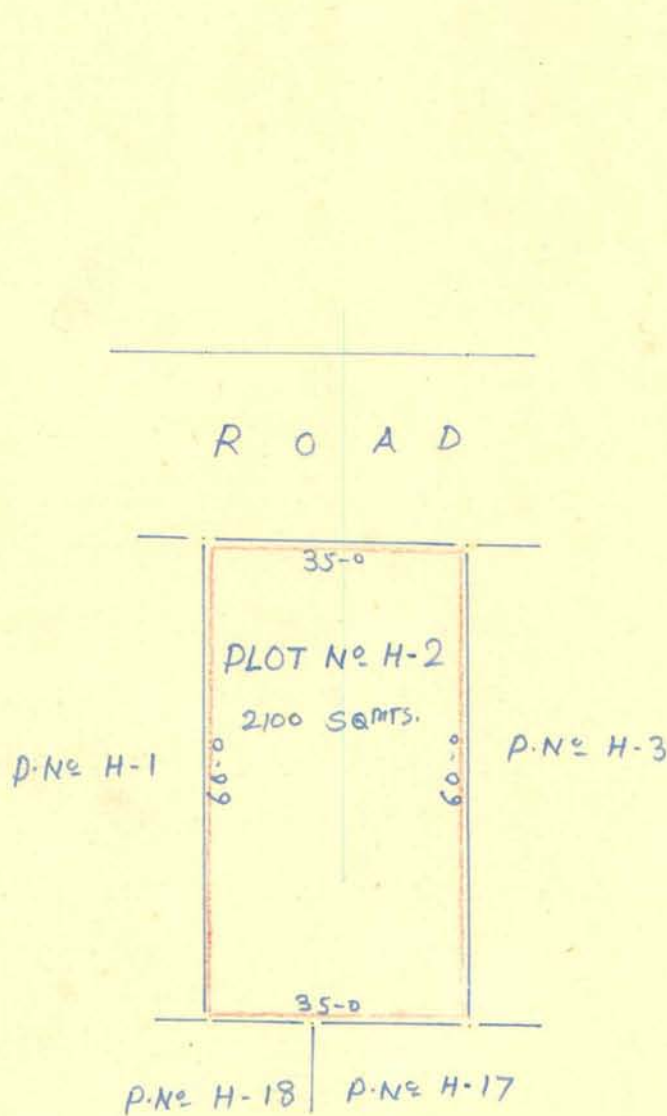
P. Talwardekar

AK. M

TALOJA INDUSTRIAL AREA 2

VILLAGE-PADGHE, TALUKA-PANVEL DIST-KOLABA

SCALE- 1 c.m = 10 MTS.



N
 SURVEYOR
 M.T.D.C.
 13-7-73



R. M. KULKARNI

Area Manager,

Maharashtra Industrial Development Corporation.



[Handwritten signature]