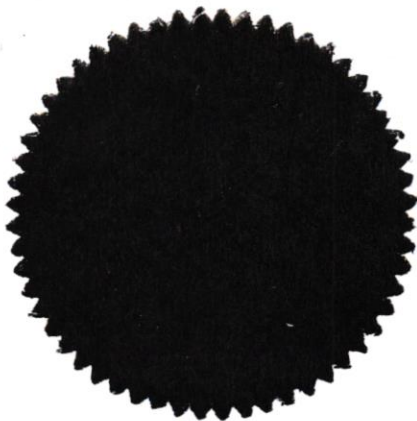


M/S. Jayant Agro.

Plot No. 624/1

624/2, 625, 626 & 627
Second copy of lease deed with GIDC.

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True copy of the lease deed /
conveyance deed executed on
dt 12-12-1997 and presented
before sub registrar, Baroda.
vide document No 6154.8.6/57 and
Receipt No 418265 ... 2.418266
Stamp duty of Rs 11,71,520/- + 2.0
Registration Fee of Rs 1,37,962/- + 80

LEASE DEED

THIS INDENTURE OF LEASE made at Baroda on the 12th
day of December in the year one thousand nine hundred
ninety seven between the Gujarat Industrial Development
Corporation, a Corporation constituted under the
Gujarat Industrial Development Act, 1962 and having its



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Head office at Block No.4, 2nd floor, Udyog Bhavan, GH
Road, Gandhinagar (hereinafter called "the Lessor" which
expression shall, unless the context does not so admit,
include its successors and assigns) of the one part and
M/s.Jayant Agro Organics Ltd., a company registered
under The Companies Act 1956, and having its registered
office at 13, Sitafalwadi, Dr. Mascarenhas Road,
Mazgaon, Mumbai-400 010 (hereinafter called "the Lessee"
which expression shall unless the context does not so
admit include its successors in business and assigns) of
the other part.

.3.



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Whereas by an agreement dated 14.09.95 (hereinafter referred to as "the Licence Agreement") 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 obligation and conditions contained in the said agreement a lease of plots S.No.624/1, 624/2, 625, 626, 627 at Ranoli Industrial Area/Estate and more particularly described in the schedule thereof. And where the Lessee, having paid a sum of Rs.90,59,850/- (Rupees Ninety Lacs Fifty Nine Thousand Eight Hundred Fifty only) calculated at Rs.450/- per sq.mt. plus



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20,133 sq.mtrs., which is equivalent to 100% of the allotment price of the said plots S. Nos. 624/1, 624/2, 625, 626, 627 has requested the Lessor to grant him a lease of the plot Nos. 624/1, 624/2, 625, 626, 627 and to execute the Lease deed in respect of the said plot.

And whereas the Lessor has decided to enter into these presents in respect of plot S.Nos.624/1, 624/2, 625, 626, 627 on the understanding the Lessee will comply with all the terms and conditions for the construction work on the said plot as set out in the Licence Agreement and that he shall have to complete the construction on the



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said plot as set out in the Licence Agreement and that he shall have to complete the construction on the said plot within such period and conforming to such plan as may be required by the Lessor and that he will comply with the terms and conditions hereinafter appearing.

NOW THIS WITNESSES AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. In consideration of the sum of Rs.90,59,850/- (Rupees Ninety Lakhs fifty nine thousand eight hundred fifty only) paid in the manner aforesaid by the Lessee to lessor as part payment of the allotment price of



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Plots S.Nos.624/1, 624/2, 625, 626, 627 and in consideration of the rent hereby reserved and of the covenants and agreement on the part of the Lessee hereinafter contained the lessor both hereby demise into the lease all that price of land consisting of plots S.Nos.624/1, 624/2, 625, 626, 627 in the Ranoli Industrial Area Estate and more particularly described in the schedule hereunder written TOGETHER WITH all rights privileges easements advantages & appurtenance whatsoever thereto belonging EXCEPT AND RESERVING into the Lessor all mines into and minerals in and under the land hereby demised or any part



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thereof TO HOLD the land hereby demised (hereinafter referred to as "the demised premises") to the lessee for the term of 99 years computed from the 14th day of August in the year one thousand nine hundred ninety ~~seven~~ ^{five} subject nevertheless to the provisions of the Bombay Land Revenue Code, 1879, and the Rules thereunder PAYING THEREFORE yearly on or before 31st day of March of each year during the said term into the Lessor at the office of the Managing Director or as otherwise required the rent of Rs.25/- (Rupees Twenty five only) per annum and also paying therefore the balance of the premium price in the



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manner hereinafter determined provided that at the end of 99 years computed from the dates hereinbefore mentioned the Lessee shall have the right to renew this lease for a further period of 99 years and in the event of the Lessee exercising such option in the manner hereinafter provided the lessor shall have right to increase the sum of yearly rent as hereinbefore stipulated by further sum which shall be 100% of the original sum of rent and provided further that of the lessee shall have duly performed and observed the covenants the conditions on the part of the lessee herein contained and at the end of the -



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said period of 99 years but before the expiry of the said period the lessee has given the lessor 3 months previous notice in writing of his desire to have the lease of the demised premises renewed for a further period of 99 years, the Lessor shall and will at the cost and expenses in every respect of the lease grant to the lessee a further lease of the demised premises for a further term of 99 years with the same covenants and provisions & stipulations, terms and conditions except this clause of renewal and except as to the amount of rent which the Lessor shall be entitled to increase by 100 percent as

To pay balance allotment price

2. The Lessee hereby covenants with the Lessor as follows :-

- (A) The allotment price of the demised premises consisting of plots S.Nos.624/1, 624/2, 625, 626, 627 has been fixed at Rs.90,59,850/- calculated at Rs.450/- per sq.mt. plus frontage charges at the rate of % over the price of 20,133 sq.mtr. out of the said price, the lessee has already paid Rs.90,59,850/- being an amount equal to 100% of the allotment price of the said plot.



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- (i) The interest rate would be subject to revision from time to time of the Corporation and interest would be payable at such revised rates from such dates as may be specified by the Corporation.
- (ii) In addition, if any, outstanding dues come to light at a later date due to discrepancy in accounts, the lessee would be responsible to make good such dues with interest on the lessor furnishing the details of such outstanding dues.



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(iii) The lessee will make full and regular payment of all the installments that are required to be paid under this subclause if any payment is delayed or not paid the lessee will pay to the lessor interest at 3 percent above the normal rate of interest per annum, until the entire amount payable under this clause is paid by the Lessee to the Lessor.

(iv) The Lessee will in each year within two-months from the expiry of his accounting year supply to the lessor a copy of his



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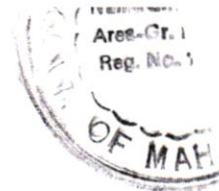
profit and loss account pertaining to that accounting year and the business run by him in the demised premises.

To pay rent

- (B) That during the term of this lease, the lessee will pay to the lessor the rent hereby revised at the time and in the manner aforesaid.

Time limit for Completing construction (strike off if not applicable)

- (C) That under the Licence Agreement the Lessee has already commenced the construction of a building



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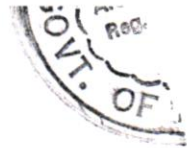
to be used as factory for manufacturing of 17 Hydroxy Stearic Acid. Now the lessee will within a period of two years from the due of Licence Agreement, complete the construction of the said building at his expense and in a substantial and workman like manner and with new and sound material & with all requisite drains & other conveniences as may be necessary under the Factories Act so as to make the building fit for occupation as a factory for the aforesaid purpose.



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Strike off if the area of plot is less than
20000 Sq.Mtrs.

The area of the plot allotted to the lessee being 20133 sq.mtrs. Its shall be permissible to the lessee to utilize within the period and in the manner aforesaid a part of the area for the construction of a building to be used as an industrial factory and to retain the remaining area of the plot for future expansion of the project of the lessee subject to the following conditions :



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- (i) The remaining area of the plot shall be fully utilized for the expansion of the project of the lessee within a period of ten years from the date of the licence Agreement.
- (ii) It shall be open to Lessor to review the progress of the utilization at the interval of every three years & to resume the possession of un-utilized portion of the plot.
- (iii) While utilizing a part of the plot for the construction of a building as aforesaid &



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retaining the remaining part of the plot for future expansion, the part to be utilized for the construction of the building shall be so demarcated so as to make a sub division of the remaining part feasible in the event of the lessor deciding to resume the possession of the un-utilized portion of the plot.

Conditions to be observed in erecting building etc.

(D) That no building or erection to be erected

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RAE

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building or construction existing for the time being shall be commenced by the lessee unless until specifications, plants, elevations, sections & details thereof shall have been previously submitted by the lessee in triplicate to the Executive Engineer of the Lessor (hereinafter referred to as "the Executive Engineer" which expression shall include any other officer to whom the duties and functions of the Executive Engineer may be assigned) for his scrutiny & the same has been approved in writing by the Executive Engineer, provided that

.19.

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in the completion of any such building or erection or making any such alteration or addition the Lessor & all bye laws, rules & regulations of the local authority or other body having authority in that behalf & any other statutory regulations as may be in force for the time being in any way to the demised premises & any on building erection or structure (except a compound wall and steps and garages and necessary adjuncts thereto) shall be erected on building line shown in the plan.



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Fencing

- (E) That the demised premises will be fenced by the Lessee at his expense in every respect

Effect of failure to complete constructions within time.

- (F) That if the Lessee fails to complete the construction work referred in sub-clause (c) above within the period specified in that sub-clause, this lease shall stand terminated unless of sufficient cause the Managing Director of the Lesser allows further time to complete the construction.



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To obtain licence etc.

- (G) That he will obtain and renew all necessary licences and pay all licence and other fees and cesses & taxes in respect of the demised premise by reason of their being used for the purpose and/or/any of the them and to observe and perform all local police and municipal rules and regulations in connection with such use.

To pay rate taxes charges etc.

- (H) That he will pay all existing and future taxes, cesses, rates assessments and outgoing of every description for the time being payable either by landlord or tenant by the occupier in respect of



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the demised premises and anything for the time being thereon. The present land revenue assessment of the land leased does not exceed Rs.18,522/- per annum. He will also pay to the lessor in the manner determined by the lessor service charges of whatever description (including charges for the supply of water Lessee's share of the expenses of maintains of road and other common facilities and services) charged by the lessor. As Regards supply of water he shall abide by the conditions laid down in that behalf by the lessor from time to time.



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provided that in the case of a tax, cess rate or assessment as is required to be paid by the Lessor in respect of the demised premises, the Lessee shall pay to the Lessor an amount equal to such tax, cess, rate or assessment, as the case may be.

- (I) The lessee shall consume water for his unit at following rates from year to year

Year	Consumption per day (Litres)
1st year	5,000
2nd year	6,000
3rd year	7,000
Onward	7,000

FOR WATER SUPPLY

- (J) Even if he fails to consume water to the extent mentioned above, he would pay the water charges for the quantity equal to 70% of the above mentioned quantity irrespective of consummation, if demand is more than 50,000 liters/day. The payment for minimum charges for 70% of the demand quantity shall commence after the utilization period for plot/shed is over as under from the date of allotment.

(1) Plots : Having area upto 10,000 sq.mtrs
2 years.



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(2) Plots : Having area more than 10,000 Sq. meters three years or earlier specifically mentioned by the applicant.

For shed the utilization period is to be considered 1 years form the date of allotment. The water charges would be payable at the prevailing water rate of the estate for the financial year as fixed by the Corporation from time to time and on failure to pay the minimum charges, the licence/lease shall be subjected



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the actions including Termination of Agreement & subsequent steps.

Not to Excavate

- (i) That he will not make any excavation upon any part of the demised premises nor remove any stone, sand gravel, clay or earth, there from except for the purpose of forming foundation of building or for the purpose of executing any work pursuant to the terms of this lease.

Access Road

- (ii) That the lessee having at his own expense constructed an access road leading from



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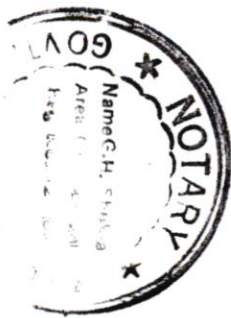
the main road to the demised premises will at all time hereafter maintain the same to good order & condition to the satisfaction of the Executive Engineer.

- (K) That he shall observe & 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 that he shall provide sufficient latrine accommodation and other staff employed on the demised premises, in order to keep the demised premises &

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surroundings clean 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 laborers or workmen to reside upon the demised premises & in the event of such consent being given shall comply strictly with the terms thereof.

As regards the Industrial Effluent produced in the course of the industry carried on the said land and licence shall be treated the effluent to the standards of NOC/Consent of the Gujarat Pollution Control Board and the rules &



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regulations covered under (The water Prevention and Control of Pollution Act, 1974) and refer (E.P. Act, 1986) with all latest amendments and any other laws that may be in force from time to time. Failure on this part to comply with such permissions shall entitle the licensor to disconnect power supply to the licence and to resume the possession of land. The licensee shall have to take Drainage connection when intimated by the Corporation and shall have to pay all the necessary amounts towards capital amount recovery and shall to pay regular

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drainage cess. While taking drainage connection, the licensee shall have to comply all regulation covered under "Drainage Regulations 1990" of GIDC.

FIRE FIGHTING SERVICES

The Corporation may provided fire fighter services in some of the Estate as an amenity. In case of non-provision or any delay or non-availability of fire fighter at the time of fire, the purchaser/Licensee/Lessee will not claim any losses/damages due to this.



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To repair

- (L) That throughout the said terms the Lessee shall at his expense pave clean & keep in good & substantial repair and condition (including all usual & necessary internal and external painting colour and white washing) to the satisfaction of the Executive Engineer, the building and premises and the drains, compound wall and fences thereunto belonging and all fixtures and addition thereto.

To enter and inspect

- (M) That he shall, on a week's previous notice



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Director or the Executive Engineer and the officers, surveyors, workmen and/or others employed by them time to time and at all responsible time of the day during the term hereby granted, to enter into or upon the demised premises and to inspect the state or repairs, thereof and if upon such inspection it shall appear that any repairs are necessary they or any of them may be noticed to the Lessee call upon him to execute the repairs and upon his failure to do within reasonable time the lessor may execute them at the expense in all respects of the lessee.

NOTARY

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Nuisance

- (N) That he shall not do or permit anything to be done on the demised premises which may be a nuisance annoyance or distrubance to the owners occupairers or residents of other premises in the vicinity.

That he shall not interfere or cause damage to the properties belonging to the lessor whether located outside or inside the premises such as water supply lines, drainage lines, water meters, street-lights and such other properties. In case he is found intering or causing damage



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to breach of the conditions of the lease and he would be liable to be evicted from the premises occupies by him under provisions of the Gujarat Public Premises (Eviction of unauthorised occupants) Act, 1972 or any other law for the time in force and lessor will be entitled to recover the cost of a making good such damages with penalty as it may determine and such amount would be recovered as arrears of land revenue.

User

- (0) That he will use the demised premises only for the purpose of manufacturing of 12 Hydroxy



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Stearic Acid factory any matters connected there with and shall not use the demised premises or any part thereof for any other purpose without the permission in writing of the Managing Director provided that the demises premises shall not be used for the purpose of a factory or any industry which by reason of emission of odour, liquid, dust smoke, gas, noise, vibration or fire hazards is declared as obnoxious by the lessor.

Insurance

(D) That he will keep the buildings insured on the



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demised premises excluding foundations and plinth insured in the name of the lessee against loss or damage by fire for a sum equivalent to the cost of the buildings (excluding foundation and plinth) in some well established insurance company:

Delivery of possession after expiration

- (Q) That at the expiration, or sooner determination of the said term, the lessee will quietly deliver to the lessor the demised premises and all erection and buildings then standing or being thereon PROVIDED ALWAYS that the lessee



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shall be at liberty, if he shall have paid the rent and all municipal and ophther taxes, rates and assements then due and shall have performed and observed the covenants and conditions herein-contained prior to the expiration or determination of the said term, to remove and appropriate to himself all buidlings, erections & structures and materials from the demised premises but so nevertheless that the lessee shall deliver to the lessor all land from which such building, erections or structures may have been removed after the same is levelled and put

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in good order and conditions to the satisfaction of the lessor.

FOR POWER SUPPLY

(i) For obtaining power supply, concern allottee has to apply to the Power Supply authorities in prescribed application form. He is also responsible for follow up for timely receipt of estimates for power. Corporation will neither be responsible for timely receipt of estimate for power.

(ii) Allottee has to complete formalities of signing Agreement, payments of Security



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Deposit and complete wiring of electrical installation as per I.E. rules and submit the test report for wiring from licenced electrical contractor before release of connection.

- (iii) High tension consumer having power demand in excess of 500 KVA of specific, requirements, shall have to make separate feeder at his cost.
- (iv) Full cost high tension or low tension line both end cost of feeder and sending

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equipments as the case may be are to be borne by consumer. No reimbursement cost sharing is admissible to high tension or low tension consumer. For extension of load at a future date, full cost is to be borne by the consumer.

- (v) The supply voltage and source of power supply be decided by the power supply authority for the customer having power demand in excess of 2400 KVA.

Customer is liable to pay for cost of land occupied by corridor for lying electric



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circuit for power supply as per the site condition and the prevalent policy of the Corporation.

- (vii) Consumer has to pay for cost of augmentation of sub-station on his pro-rate demand basis and at the rate and policy prevalent in the Corporation.
- (viii) Customer can not seek relief, defirm of payment towards instalment for delay in availability of power.

Not to assign

That he will not transfer, assign underlet

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premises or any part thereof or any interest therein without the previous permission of the lessor. For the purpose of his covenant, any change in the constitution of the Lessee shall be deemed to be a transfer by the lessee of his interest in the demised premises in favour of another person. Provided that where the lessee is a body corporate a change in its Board of Directors or Managing Committee by whatever name called shall not be deemed to be a change in the constitution of the lessee provided further that whether the lessee, for the purpose



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of constructing a building on the demised premises, is to refer interest in the demised premises is to obtain from a bank or other financial institution by mortgaging his leasehold in favour of such bank institution, permission of the Lessor shall be deemed to have been given subject to the conditions.

(a) That such mortgage shall not affect the right and powers of the lessor under this lease Deed and

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will consult the bank or as the case may
be financial institution concerned.

Assignment to be registered with Lessor and
unearned increment

- (S) In the event of such transfer assignment under
letting or Parting with, there shall be
delivered by the lessee at his expense a notice
thereof to the Managing Director or such Officer
of the lessor as the Lessor may direct within
twenty days from the date on which the transfer,
assignment under-letting or parting with becomes
effective whether by registration thereof under
the Indian Registration Act or otherwise,
provided that in the event of such transfer



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assignment underletting or parting with fifty percent of the unearned increment that may be accrued to the lessee shall be paid by the lessee to the Managing Director of the lessor provided further that the unearned increment shall be valued by the Chief Accounts Officer of the lessor and the decision of the Chief Accounts Officer will be binding on the lessee.

Notice in case of death etc.

- (T) In the event of death insolvency or liquidation of the lessee the person in whom the title shall vest on account thereof shall cause notice there

Sums payable be Lessee

3. All sums payable by the lessee to the lessor under these present and recoverable by the recoverable lessor from the lessee under these presents as arrears of and under the Gujarat Industrial Development Land Act, 1962 and all charges and expenses revenue incurred by the lessor in connection therewith shall be recovered from the lessee as an arrears of land revenue under section 28-B or as the case may be Section 41 of that Act.

Breach of covenants

4. If the said rent hereby reserved or any instalment of allotment price shall be in arrears for more than two months whether the same shall have been legally



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demanded or not or if and whenever there shall be a breach by the lease of any of the covenants herein contained the lessor may re-enter upon any part of the demised premises in the name of the whole and there upon 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 the building or improvements built or carried out upon the demised premises or claimed by the lessee on account of such building or improvements, PROVIDED ALWAYS that the power of re-entry herein-before contained shall not be exercised unless and until the Managing Director or his

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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 & default have been made by the lessee in remedying such breach or breaches within three months after giving of such notice.

Alteration of estate rules

5. The layout of the Ranoli Industrial Area Estate, the building conditions and other regulations & covenants relating there to 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 required the enforcement thereof or



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any of them against the lessor or any person claiming under the lessor.

Allotment letter marginal notes

6. The lessor has issued in respect of the demised premises an allotment letter No.GIDC/DMB/ALT/PCC/RRL/6186 dated 14.08.95. The terms and conditions of the said allotment letter will form part of this agreement. The marginal notes do not form part of lease and shall not be referred to for construction or interpretation thereof.
7. Implementation of New Employment Policy :-
You shall have to fill up atleast 80% of posts in your Industrial unit by local person and for Manager

NOTARY

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& Supervisory Cadres atleast 50% posts shall have to be filled by the local persons. The expression "Local Person shall mean a person domiciled in Gujarat State for minimum 15 years shall be considered as local persons".

8. The stamp duty and Registration charges payable in respect of this indenture and the duplicate thereof shall be borne by the lessee. The lessee shall retain the duplicate of this indenture and the original indenture shall remain with the lessor. The lease deed shall be registered at a place within the State of Gujarat where such registration is permissible under the provisions of the Indian Registration Act.



51.

TERMS & CONDITIONS OF ALLOTMENT LETTER

- 1) You shall have to produce renewal No objection certificate from G.P.C.B Board, Gandhinagar after expiry of old N.O.C without fail.
- 2) You shall have to take power connection and make your own water arrangement at your own risk and cost.
- 3) No other infrastructure facilities will be provided by GIDC.
- 4) This land is allotted to you for Industrial use/purpose only.
- 5) This plots/land is allotted on "As is where is" basis only.
- 6) Other terms and conditions whatever are fixed/decided by GIDC.

625, 626, 627 in the Ranoli Industrial Area Estate consisting of Revenue Survey Nos. 624/1, 624/2, 625, 626, 627 within the village limits of Ranoli, Taluka Baroda, Dist. Baroda, containing by admeasurement 20133 sq. metres, or there about land bounded as follows that is to say.

On or towards the North by	S. No. 622 & 623
On or towards the South by	S. No. 628
On or towards the East by	S. No. 603
On or towards the West by	S. No. 621/1

IN WITNESS WHERE OF the lessor has caused Shri N.N. Pathak an officer authorised by it so set his hand and affix the common seal hereto and the lessee has hereunto set his hand and seal on the day and year first above written.

SIGNED, SEALED AND DELIVERED

By Shri N.N. Pathak,
Officer of the

sd/-
Regional Manager
G.I.D.C., BARODA.

Gujarat Industrial Development Corporation in the presence of :

1. U. D. MODI

1. *sd/-*

2. S. B. PATEKAR

2. *sd/-*

SIGNED, SEALED AND DELIVERED

The Common Seal of Jayant Agro Organics Ltd., is affixed pursuant to the Board Resolution dated 1.3.97, in the presence of Mr. Hemant V. Udeshi, Managing Director of the Company in the presence of:

sd/-
DIRECTOR

Shri Hemant V. Udeshi

1. D. B. SHAH

1. *sd/-*

2. S. K. MERCHANT

2. *sd/-*

certified copy
N.N. Pathak

Regional Manager
G.I.D.C., BARODA.



ATTESTED TRUE COPY

G. H. SHUKLA
NOTARY GREATER MUMBAI
Jagdamba Bhavan, Ground Floor,
G. K. Marg, Lower Parel,
MUMBAI-400 013.

-6 SEP 2003



