

28.8.2017

To,
The Director & Member Secretary,
Industry committee-II
EIA Division (IA.II)
Ministry of Environment Forests and climate change,
Agni Block, Indiraparyavaran Bhawan,
Jor Bagh Road, Jor Bagh,
New Delhi – 110 003

Dear Sir,

Sub: Exemption from public consultation and amendment of TOR- M/S Sri Krishna Pharmaceuticals Limited - Plot No. F-1, MIDC, Chincholi, Taluka- Mohol, Solapur District, Maharashtra state.

Ref: 1. Our application for TOR dated 25th October 2016, Proposal No. IA/MH/IND2/59941/2016

2. TOR granted to our proposal by MOEF & CC vide letter No: J-11011/343/2016-IA II(I) dated $9^{\rm th}$ December 2016

3. MoEF & CC O.M.No J-11013/36/2014-IA-I dated 10th December 2014 regarding exemption from public consultation of the projects within Industrial estates.

 MoEF & CC O.M. No. J-11013/36/2014-IA-I dated 4th April 2016. Regarding Exemption from public hearing for Projects/activities located within the Industrial Estate/Parks

We, M/s. Sri Krishna Pharmaceuticals Limited proposed to establish Bulk drugs manufacturing unit at Plot No. F-1, MIDC, Chincholi, Taluka- Mohol, Solapur District, Maharashtra state. This comes under category 5 (f) of EIA Notification 2006. We applied for TOR of our unit and TOR was granted to us vide reference 2nd cited. Standard TOR along with public consultation is prescribed for our unit.

Our unit is categorized as Category- A project as it is located within 10 km radius from the Nanaj Great Indian Bustard sanctuary in Solapur District of Maharashtra. The proposed unit is located in Notified Industrial Area of MIDC, Chincholi established in 1988 i,e prior to 2006 EIA Notification. MoEF & CC issued circular vide reference 3rd cited exempting industries from public consultation if the units are

CIN No.: U24230 TG 1974 PLC001790

within the notified Industrial estate which is notified prior to 14.9.2006. We are herewith submitting copy of notification from the state government declaring MIDC Chincholi as notified Industrial area and land allocation letter to the unit by MIDC as **Annexure I.**

In view of the above, we humbly request you to kindly exempt us from public consultation and amend the TOR accordingly.

Thanking You,

Yours faithfully,

For, Sri Krishna Pharmaceuticals Limited, F-1

G. Chandrasekhar

DGM-Corporate EHS

APPENDIX - 1.1

MIDC NOTIFICATION

जिल्हा सीलापूर, तालुका उत्तर सीलापूर, मीज पाकणी.

गढ नव्	, क्षेत्र	*	गट नंबर	क्षेत
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चंतुःसीमा----

्यूर्वेश. भीजे-कोंडीचे गट नंबर:--१४, १५, १९, २०, २५, ५६, ६२, ६४ वैकी, ६५ पै, ६६ पै, ६७ पै, ६८ पै, ७० पै, ९०, ९२, ९४, ९५, ९८, १०४, १०५, १०६.

पश्चिमेस. — मौजे-चिवोलीचं गट नंबर: — ५२, १४८ वे., १५५, १५६, १५७, १५८, १८३, १८४, १८४, १९०, २३० वे., २३१ वे., २३३ वे., अ मौज- सावळेख्वरची शीच.

उत्तरेस-मीजे-दारफळ व अवोलची शीव.

रिक्षणेस मीजे-चिंबोलींप यह नंबर न पै., ४ वै., ६, ८, १० वै., १९ वै., १

महाराष्ट्राचे राज्येगाल योच्या आदेलानुसार व तावाने,

माः दः सरवणकरः, कार्योधन अधिकारीः

INDUSTRIES, ENERGY AND LABOUR DEPARTMENT Mantralaya, Bombay 400 032, dated the 12th May 1988

MAHARASHTRA INDUSTRIAL DEVELOPMENT ACT, 1961.

No. IDC. 2187/(10514)-IND, 14.—In exercise of powers conferred by sub-section (3) of section I of the Maharashtra Industrial Development Act, 1961 (Mah. III of 1962) the Government of Maharashtra hereby appoints 27th May 1988 to be the date from which Chapter VI of the said Act shall

भाग चार-ब--३५

४१२ महाराष्ट्र शासन राजपत्न, मे २६, १९८८/ज्येष्ठ ५, शकं १९१० [भाग सार-इtake effect in the area mentioned in the Schedule annexed hereto and declares the said area as industrial area under clause (g) of section 2 of the said Act.

The said area is more clearly defined in red in the maps deposited in the Offices of the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay 400 093, and the Special Land Acquisition Officer, Solapur Division, Solapur, District Solapur, and is bounded by the Areas as indicated in the said Schedule.

Schedule
District Solapur, taluka Mohol, village Chincholi.

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On the West by—Gat Nos. 52, 148 pt., 155, 156, 157, 158, 183, 184, 189, 190, 230 pt., 231 pt., 233 pt., of village Chincholi, and Boundary of Village Sawleshawar.

On the North by-Bounday of Villages Darfal and Akoie.

On the South by—Gai Nos. 1 pt. 4 pt., 6, 8, 10 pt., 11 pt., 12 pt., 13 pt., 17, 22 pt., 23 pt., 25 pt., 28 pt., 29 pt., 32, 37, 70 pt., 71 pt. 72 pt., and 73 pt., of Village Chincholi and Pune-Solapur National Highway No. 9.

By order and in the name of the Governor of Maharashira,

M. D. SARVANKAR.

Desk Officer.

भिष्ठ महाराष्ट्र गासन राजपक्ष, से ५६, १९८८/४वेच्ड ५, गर्ट १९९० िया चार-१ ENDUSTRIES, ENERGY AND LABOUR DEPARTMENT Mantralaya, Bombay 400 032, dated 13th May 1988

MAHARASHTRA LUBUSTEIAL DEVILOPMENT ACT, 1961,

No. IDC. 2183/(4885)-IND-14.—In exercise of powers conferred by Sub-Section (3) of Section 1 of the Maharashtra Industrial Development Act, 1961. (Mah. III of 1962), the Governm m of Maharashtra hereby appoints 27th May 1988, to be the date from which Chapter VI of the said Act shall take effect in the area mentioned in the Schedule annexed hereto and declares the said Area as industrial area under clause (g) of section 2 of the said Act.

The said Area is more clearly defined in red in the maps deposited in the offices of the Chief Executive Officer, Maharashtra Industrial Development Corporation, Bombay 400 093, and the Special Land Acquisition Officer, Anrangabad, District Aurangabad, and is bounded by the areas as indicated in the said schedule.

SCHEDULE
District Aurangabad, taluka Aurangabad, village Waladgaon.

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On the East by. Boundary of village Nakashtra wadi.

On the West by.—Aurangabad-Ahmednagar Road.

District Aurangabad, taluka Aurangabad, village Patoda.

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On the West by.—Boundary of village Valadgaon.



ursday, August 25, 2011

55:38 PM

गवरैवे नाव

पावती

Original नोंदणी 39 म.

Regn. 39 M

पावती क्र.: 3807

दिनांक 25/08/2011

2011

रस्तऐवजाचा अनुक्रमांक

चिंचोली काटी

महल - 03807 -

क्ता ऐवजाचा प्रकार

भाडेमट्टा

सादर करणाराचे नाव:मे.श्रीकृष्णा फार्मासुटिकल्स् लि. चे वतीने मॅनेजिंग डायरेक्टर :- व्ही.व्ही. कृष्णारेड्डी

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आपणास हा दस्त अंदाजे 5:10PM ह्या वेळेस मिळेल

दुय्यम् निबंधक मोहोळ

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2 सुची क्रमांक दोनची प्रत

3 पावती

4 फेर फार सुचनापत्राची आदयप्रत

5 मोजणीची प्रतिक्षा क्रमांक

दुय्यम निबंधक: मोहोळ

दरतक्रमांक व वर्ष: 3807/2011

Thursday, August 25, 2011

सूची क्र. दोन INDEX NO. II

नोंदणी 63 म.

Regn. 63 m.e.

गावाचे नाव: चिंचोली काटी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप भाडेपट्टा व बाजारभाव (भाडेपटटचाच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद करावे) मोबदला रू. 0.00

बा.भा. रू. 25,151,500.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः भाडेपद्या, मुदत - 95 वर्षे, वार्षिक भाडे रु 1/-मौजे एम आय डी सी चिंचोली काटी ता.मोहोळ येथील प्लॉट नं F - 1 क्षेत्रफळ 101250.00 चौ. मी.

(३)क्षेत्रफळ

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(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
 - -या (1) मे. श्रीकृष्णा फार्मासुटिकल्स लि. चे वतीने मॅनेजिंग डायरेक्टर :- व्ही.व्ही. कृष्णारेडी; घर/फ़्लॅट गा नाव किंवा नं: -; गल्ली/रस्ता: -; ईमारतीचे नावं: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: हैद्राबाद; हुकुमनामा तालुका: - पिन: -; पॅन नम्बर: -. त, प्रतिवादीचे (2) मे. श्रीकृष्णा फार्मासुटिकल्स् लि. चे यत्तीने प्राधिकृत अधिकारी :- सी. एच. नरसिंहवलू;
 - (२) मां आकृष्णा फामाखाटकल्स् लि. च चेतान प्राधिकृत आधकारा :- सा. एच. नरासहवलू; - घर/प्लंट नि: -; गल्ली/रस्ता: -; ईमारतीचे सावर:-; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: - सोलापुर; तालुका: -; पिन:-; पॅन नम्बर:
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
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(7) दिनांक

करून दिल्याचा 23/08/2011

(8)

नोंदणीचा

25/08/2011

(9) अनुक्रमांक, खंड व पृष्ठ

3807 /2011

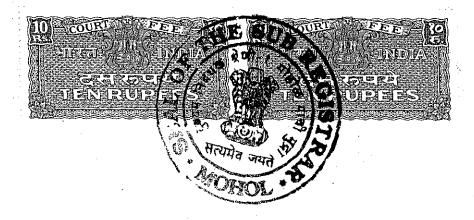
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

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(11) बाजारभावाप्रमाणे नोंदणी

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(12) शेरा



दुय्यम निबंधक श्रेणी-१, मोहोळ



Received Adjudication Fee Rs. 2.00/ Recei 6646466 Dt. 18/8/2011 Collector of Stamps _Solapur.

Exemption Under I. T. Package Scheme of Incentives, 2007 Solapur Dated 221812011. Certified Under Section,32 (2) of the Bombay Stamp Act. 1958 that the instrument Exempt from stamp Duty Vide GoveVnment Notification Medicank-2007/P.K.196/(3)M-1 dt.12/06/2007 ह अपूर्ण to Sec.53-A न्युदन द्वाद आ आ: सवर शासन निर्ध्यामनाणे विलेल्या अटीचा भंग । दे १६१५, ३१ केल्यास दिलेले नुसुक नामीची रक्कम रू.७५५५५५८८ व दंड यासह आहि लागेल

Original

M. V./ Consideration Rs 2,51,51,5001-No. ADJ: 275/11/6242 Office of the Collector of Stamps Solapur

Date 20/08/2011 Received from sinks shirt sishna Phan Ltolis Costing at Navasimhulus stamp Duty of Rs. (2001-Certified Under Section 32 of the Bombay stamp Act. 1958 that the full duty of (Rs. 300 /-) Re Three Hunnel xee!) with which the Instrument Chargeable has been paid vide article.. 3.6. TRAD 25(b), S(h) \$35. This Certificate is Subject to Sec. 53 A of Bombay Stamp Act.1958

Collector of Stamps Solapur. Ret./Cha.No. 250/11-12 Dt. 22/08/2011.

(Exempted Stamp Duty Rs. 7. 54, 545/7

Collector Of Stag



Collector Stamp of So



AN AGREEMENT made at Sangli, the _Two Thousand Eleven BETWEEN THE MĂHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, a Corporation constituted under the Maharashtra Industrial Development Act, 1961 (MAH-III of 1962) and having its principal office at 4,4(A),12th Floor, World Trade Center Complex-1, Cuffe Parade, Colaba, Mumbai-400005, hereinafter called the "Grantor" (which expression shall, unless the context does not so admit, include its successors and assigns) of the One Part;

OF STAMOO

Recitals



AND M/S. SRIKRISHNA PHARMACEUTICALS LIMITED a Company incorporated under the Indian companies Act VII of 1913, Companies Act, 1956 and having its registered office at C-4, Industrial Development Area, Uppal Hyderabad-500039, hereinafter called "the Licensee" (which expression shall unless the context does not so admit, includes their survivors or survivor and the heirs, executors, administrators and permitted assigns) of such last survivor) of the Other Part;

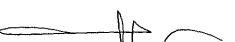
WHEREAS, the Licensee has applied to the Grantor for grant to it of a lease of the land and premises hereinafter described, which the Grantor has agreed to grant to it upon certain terms and conditions.

AND WHEREAS, before signing this agreement, the Licensee has paid to the Chief Executive Officer, Maharashtra Industrial Development Corporation, Mumbai (hereinafter called "the Chief Executive Officer"), the sum of Rs.1,51,87,500/- Land premium + Rs.22,78,125/- Addl. Premium for plot located on 45.00 mtrs. R/w total Aggregating Rs.1,74,65,700/- (Rs.One Crore Seventy Four Lacs Sixty Five Thousand Seven Hundred Only) being the amount of premium payable by the Licensee.

AND WHEREAS for the purpose of stamp duty recurring charges such as Government revenue, the Grantor share of ceases and the owner's share of Municipal or Village Panchayat rates or taxes, which the Lessee have agreed to bear and pay under these presents although by law recoverable from the Grantor have been estimated at Rs.5,24,000/-(Rs. Five Lacs Twenty Four Thousand Only) approximately per annum.

NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:-Grant of Licence.

- During the period of Five years from the date or date of possession which earlier hereof the Licensee shall have license 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 product for no other purpose whatsoever and until the grant of such cease and potentially executed. Such as a line lease had been actually executed. Not to demise.
- 2. Nothing in these presentance shall be constructed to a demise in law of the said and largeby 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 License to enter upon said land for the purpose of performing this Agreement.





3. The Licensee hereby agree to observe and perform and following stipulation i.e. to say:

Submission of plans for approval.

That it will within 60 months from the date or date of possession which is earlier 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 to the specifications, plans, elevations, sections and details of the factory building hereby agreed by the Licensee to be erected on the said land and the Licensee shall at his own cost and as often as 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 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 live with him three copies thereof and also three sign copies of any further conditions or stipulations which may be agreed upon between the Licensee and the Executive Engineer. And commence and complete the cogitation work as per approval plans, within a period of four years from the date of possession of plot.

Fencing during construction.

- (b) The said plot of land shall be fenced in during construction by the Licensee at their expense in every respect.
- "EHV-Sub Station:- In the event the power requirement of the Licensee is more than 5 MVA. The Lessee is shall provide space within the demised premises of are having a provide space within the demised premises of an area having a minimum size of 80 The shall at its own costs construct the EHV-132/220 ky sub-station and the land requirement constituting the land requirement constituting the land requirement of EHV Sub-Station".

No work to begin until plans are approved

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 a No Objection Certificate shall have been obtained from the Maharashtra Pollution Control Board as provided in the said Building Regulations and the said plans and elevations shall have been so approved as aforesaid and thereafter it shall not make any alterations or additions thereto unless such alterations and additions shall have been previously in like manner approved.







Time limit for commencement and completion of construction work.

(d) That it shall commence, and within a period of **60** months from the said date of possession which is earlier at 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 hereunder written, build and completely finish, fit for occupation a building to be used as an industrial Factory with all requisite and other proper conveniences thereto.

Planting of trees in the open space.

(e) The Licensee shall at its own expense within a period of one year from the date hereof plant trees in the open space on periphery of the said land (one tree per 200 Sqm. and one tree at a distance of 15 meters on the frontage of road or part thereof) and shall maintain the trees so planted in good condition throughout the term hereby agreed to be created under these presents.

Rates and Taxes.

(f) That 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.

Fees or Service charges to be paid by the Licensee.

(g) (l) That the Licensee shall from time to time pay to the Grantor such recurring fees in the nature of service or other charges as may be prescribed by the Government of Maharashtra under the Maharashtra Industrial Development Act, 1961 or Rules framed there under in respect of the amenities or common facilities provided by the Grantor ad in default of such payment within thirty days from the date of service on the Licensee of notice in that behalf such recurring fees or service charges may be recovered from the Licensee as an arrears of Land Revenue together with interest thereon at 15.25% from the date of default in payment. The licensee should pay the service charges Rs.3,03,800/- per annum approximately. If the rate of service charges interest is revised then the Licensee should pay the above charges as per revised rate.

(ii) "All charges including rent, recurring fees, service charges due and payable by Licensee, it no pay within time limit, shall be recovered along with delayed payment charges at the late prescribed by the Crantor from time to time".





Indemnity.

(h) That it will keep the Grantor indemnified against any act and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the works 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.

(i) That it shall observe and confirm to all rules, regulations ad 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 shall provide sufficient latrine accommodation and other sanitary arrangements for the laborers, workmen employed during the construction of the building on the said land in order to keep the said land and it 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 reside upon the said land and in the event of such consent being given shall comply strictly with the terms thereof.

To comply with the Provision of the Water (Prevention and Control of Pollution) Act, 1974 The Air (P & C of P) Act.1981 and the Environment (Protection) Act.1986 and amendments issued from time to time.

(j)(i) The Licensee shall duly comply with the provision of the Water (Prevention & Control of Pollution) Act.1974. The Air (Prevention & Control of Pollution) Act.1981 and the Environment (Protection) Act.1986 and amendments issued from time to time and the rules made there under as also with as also with any conditions which may from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non compliance of any such provision or condition as aforesaid.

(ii) The Licensee shall have to became a member of Common Effluent Treatment Plant (CETP), if established to observe the Criteria/Rules and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Granto

Excavation.

(k) That it will not make any excavation upon any part of the said land nor remove any stone, earth on other materials there from except so fat 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.

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Insurance.

That it will as soon as any building to be erected on the said land (i) 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 Mumbai and to be approved by the Chief Executive Officer for an amount equal to the cost of such building and will no 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.

Benefit of agreement not assignable.

(m) That it will not directly or indirectly transfer, assign, sell, encumber or part with their 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 it may in his absolute discretion think fit.

Nuisance.

That it shall not at any time to do, cause or permit any nuisance in or n) 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 and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board, Central Pollution control Board and Ministry of Environment & Forest, Govt. of India. with almost promptitude for the purpose of preventing any air pollution by reason of any such emission of odour, liquid-effluvia, dust smoke, gas or otherwise howsoever.

Access Road.

That it shall at their own cost contributed and ntain an acc leading from the estate road to the said and in shic specifications and details prescribed by the Executive Enginee 36001

Preference in employment of Labdur.

(p)(i) That in employing the skilled and unskilled labour 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

(p)(ii) While employing skilled and unskilled labour, it shall also recruit the maximum local people on the basis of them knowledge of handling and operating the equipment/machineries used by the Licensee and the general qualifications of the local labour.







Power to terminate agreement.

4. Should the Executive Engineer not approve of the plans, elevations, details and specifications, whether originally submitted or subsequently required of 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 reenter upon the said plot of land and thereupon the plot shall be resumed to the Grantor.

Power of Grantor.

5. Until the Factory building and works have been completed and certified as completed in accordance with clause 7 hereof the Grantor shall have the following rights and powers:

To enter and inspect.

(a) The right of the Chief Executive Officer, the Executive Engineer, and the Officers and servants of the Grantor acting under the directions of them at all reasonable time to enter upon the said premises to view the state and progress of the work and for all other reasonable purpose.

To resume land.

- (i) In case the Licensee shall fail to complete the said Factory (b) buildings 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 commit default in payment to the Grantor of recurring fees in the nature of service or other charges as hereinabove provided or shall fail to observe any of the stipulations on their part herein contained, right and power to reenter through the Chief Executive Officer upon and resume possession of the said land plot of land 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 a without plaudice nevertheless to all other legal rights and remedies of the Aahtor against the Licensee;
 - (ii) To continue the said land of the Licensee occupation on payment of such additional premium as may be decided upon by the Grantor or the U133 Chief Executive Officer; and
 - used contrary to condition 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 arrears of land revenue.





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(c) All building material 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 material) shall be removed said land without the previous consent of the Chief Executive Officer until after the Grant the grant of the completion certificate mentioned in 7 hereof.

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 and works erected thereon for the term of ninety five years from the date hereof at the yearly rent of Rupee one.

Form of Lease.

8. The Lease shall be prepared in duplicate in accordance with the form of lease set out in the Schedule hereunder written with such modifications and additions thereto as may be as all costs, charges and expenses of and incidental to the execution of this Agreement and its duplicate also the lease and Schrift agreement and paid by the Licensee alone.

Notice.

9. All notices, consents, and approvats to be given under the agreement shall be in writing and shall unless of the provided herein by 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.





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Grantor may alter estate Rules.

10. The Grantor may at any time and from time to time alter 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.

Marginal notes.

11. The marginal notes do not from part of this agreement and they shall not be referred to for the construction and interpretation thereof.

Conflict between agreement and rules.

- 12. Should there by any conflict between the terms contained in this agreement and the terms contained in the building Regulations set out in the Second Schedule and 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 Dy.Chief Executive Officer/the Administrative Officer/the General Manager (Legal), Manager (Legal)/ the Area Manager and any other Officer specially authorised by the Chief Executive Officer.

IN WITNESS WHEREOF SHRI. B. M. METKARI, 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 have set their respective hands hereunto the day and year first above written.

FIRST SCHEDULE (Description of Land)

All that piece of land known as Plot No. F1 in the Chincholi & Industrial Area, within the village limits of Chincholi and Taluka Mohol, District Solapur, containing by ad measurement 101250.00 square meters

On or towards the North by :- M.I.D.C.Land

or thereabouts and bounded as follows that is to say:-

On or towards the South by :- M.I.D.C. Road 45.00 Mtrs. R/w

On or towards the East by :- M.I.D.C. Road 30.00 Mtrs. R/w

On or towards the West by :- M.I.D.C. Land & Plot No.F-2

SECOND SCHEDULE (Building Regulations)

1. The Building Regulation of A' class Municipal Council or the Building Regulation of the respective local authority as amended from time to time will be Building Regulations applicable for development of the plots in industrial area.





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- The Licensee shall utilise the periphery of the plot for the purpose of 2. plaiting trees. At lease one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road or part thereof.
- The Licensee 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.
- The Licensee shall obtain a No Objection Certificate from the Department of Environment Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 as regards water pollution as also air pollution and shall duly comply with the direction which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection certificate.
- 5. No construction work shall be commenced unless the Local Authority has approved the plans, elevations and sections and no addition 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 Local Authority.
- All survey boundary marks demarcating the boundaries of plots shall be properly prescribed 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 authorized by the Grantor shall allocate this obligation suitably.
- 7. Three set of the specifications, plans, elevations and section as Approved by the Local Authority shall be submitted to the Executive Engineer for record and the enable him to grant No Objection.

THIRD SCHEDULE.

(List of Obnoxious Industries.)

- Fertilizer manufacture from organic materials, provided, however, that these previsions shall not duly 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.
- Sulphurous, sulphuric, pieric, nitric, hydro-chloric or other acid manufacture or their use or storage except as accessory to a permitted industry.

3. Ammonia manufacture.

Incineration, reduction of dumping of offail 4. refuse on a commercial basis

Tar distillation or manufacture 5.

6. Cement manufacture.

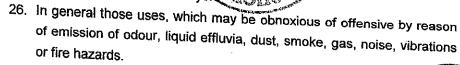
7. Chlorine manufacture.

Bleaching powder manufacture 8.

Geletine or glue manufacture or processes involving recovery from fish or animal offal.



- Manufacture or storage of explosives or fire works.
- Fat rendering.
- 12. Fat, tallow's, grease or lard refining or manufacture.
- 13. Manufacture of explosives or inflammable products of propylene.
- Pyroxylin manufacture.
- 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 anim
- 19. Tallow, grease or lard mag
- 20. Tanning curing or storag
- 21. Wool pulling or scouring
- 22. Yeast plant.
- 23. Paper and paper product
- 24. Charcoal.
- 25. Manufacture of Viscose Rayon



SIGNED, SEALED AND DELIVERED BY SHRI. B. M. METKARI, THE AREA MANAGER, of the Within named MAHARASHTRA

INDUSTRIAL DEVELOPMENT

CORPORATION in the presence of:-1) V. S. Salgar, Asst, &

2) R. 19. 79 ohite Assit

The Seal of the above named Society as Licensee's

M/S. SRIKRISHNA PHARMACEUTICALS LIMITED

was pursuant to a Resolution of its Board of Members passed in that behalf on the 04th day of July 2011

affixed hereto in the presence of Mh. Ch. Novoslon huli

Who in token of having affixed the Society Seal hereto Has set his hand hereto, in the presence of:-

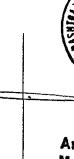
1) N.D. Kulkani

2) A.A. Kerker

For Sri Krishna Pharmaceuticals Ltd.

V.V. Kuistora Reddy





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Area Manager, M.I.D.C. Sangli.

Chincholi Industrial Area. Village - chincholi, TAL- mohal, Dist - solapur. LAND 225.0 T GREEN BELL PLOT NO. F.1 C AREA - 101250-00 R 0 3000 MIKS Ha 225.0 \subset R 45.0 MTAS RAD 3000/2-33 Head Surveyor Regional Office MIDC Sangli

For Sri Krishna Pharmaceuticals Ltd.

MIDC

CAND

Authorised Signatory

Area Manager, M.I.D.C. Sangll,

FOURTH SCHEDULE (Form of Lease)

THIS LEASE made at Sangli, the day ofTwo
ThousandBETWEEN THE MAHARASHTRAINDUSTRIAL
DEVELOPMENT CORPORATION, a Corporation constituted under the
Maharashtra Industrial Development Act, 1961(MAH-III of 1962) and having
its principal office at 4,4(A),12 th Floor, World Trade Center Complex-1,
Cuffe Parade, Colaba, Mumbai-400005,hereinafter called "the Lesser"
(which expression shall, unless the context does not so admit, include its
successors and assigns) of the One Part;
AND MESSRS and
having its registered office /place of business at
hereinafter called "the Lessee" (which expression shall unless the context
does not so admit, includes his survivors or survivor and the heirs,
executors, administrators and permitted assigns of such last survivor) of the
Other Part;
Recitls.
WHEREAS by an Agreement dated the day of
200_ 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;
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 Parchard ares or taxes, which the Lessee
have agreed to bear and pay order these presents although by law
and a company to the company of the
recoverable from the Lesso thave been estimated at Rs. (Rs
NOW THIS LEASE WITNESSETH AS follows -
2000110110110110110110110110110110110110
Rs. (Rupees 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 Noin theIndustrial area, and
within/outside the limits of Municipal Council, 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 hereunder written and shown surrounded by a red
coloured boundary line on the plan annexed hereto together with the
huildings and proptions now or at any time haracter 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") upto the Lessee for the term of ninety five years computed from the first day of _ subject nevertheless to the provisions of the Maharashtra Land Revenue Code, 1966 and the rules there under 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 first day of January each and every year.

Covenants by the Lessee.

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

To pay rent.

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 deduction.

To pay rates and taxes.

To pay all existing and rates, assessments and outgoings of every description of the demised premises and or tenant or by the occupies in anything for the time being the dos. D00

To pay fee or service charges

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

"All charges including rent, recurring fees, service charges due and payable by Lessee, if not paid within time limit, shall be recovered along with delayed payment charges at the rate prescribed by the Lessor from time to time."

Planting of trees in the open space.

(d) The Lessee shall at its own expenses within a period of one year from the date hereof plant trees in the marginal space to be kept open to sky of the said land within the demised premises and shall maintain the trees so planted in good condition throughout the term hereby created



under these presents. At least one tree shall be planted per 200 square meters and one tree at a distance of 15 meters on the frontage of road or part thereof but within the demised premises.

Not to excavate.

(e) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth there from 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.

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

Access Road.

road leading from the main road to the demised premises delineated on the plan hereto annexed and thereon colored 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 incharge of said Industrial Area theremand thereof to as "the Executive Engineer" which expression shall include any other officer to warm the duties or functions of the road executive Engineer Waharashtra Industrial Development Corporation may be assigned.)

To comply with the Provision of the Water (Prevention and Control of Pollution) Act,1974 The ACT PS. C. of P) Act,1981 and the Environment (Protection) Act.1986 and amendments issued from time to time.

(h)(i) The Lessee shall duly comply with the provision of the Water

(h)(i) The Lessee shall duly comply with the provision of the Water (Prevention & Control of Pollution) Act. 1974. The Air (Prevention & Control of Pollution) Act.1981 and the Environment (Protection) Act.1986 and amendments issued from time to time and the rules made there under as also with as also with any conditions which may from time to time be imposed by the Maharashtra Pollution Control Board constituted under the said Act as regards the collection, treatment and disposal or discharge of effluent or waste or otherwise howsoever and shall indemnify and keep indemnified the Grantor against the consequences of any breach or non compliance of any such provision or condition as aforesaid.

(ii) The Lessee shall have to become a member of Common Effluent Treatment Plant (CETP), <u>if established and to observe the Criteria/Rules</u> and Regulations prescribed for the disposal of effluent and produce the proof thereof to the Grantor.

To build as per agreement.

(i) 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.

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

Indemnity.

(k) To indemnity and keep indemnified the Lessor against any and all claims for damages which may be caused to any adjoining buildings or other premises by such building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work 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.

To build according to rules.

- times during the continuance of this demise to observe and to conform to the said Building Regulations and to all by laws, rules and regulation of the Municipality/Local Authority or other bedy 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 preparation building thereon.

 Sanitation.
- (m) To 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 order 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 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.

(n) 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.

Throughout the said term at the Lessee's expense well and (0) 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 enter and inspect.

To permit the Lessor or the Chief Executive Engineer or the (p) 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 him to execute the repairs and upon his failure to do so within a reasonable time the Lessor may execute them at the expense in all respect of the Lessee.

Nuisance.

(q) That it shall not at any time to 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 and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board Central Pollution control Board and Ministry of Environment with ulmost promptitude for the purpose of preventing any air pollution by reason of any Hopur-effluxias dust smoke such emission of odour gas or otherwise 300 howsoever.

User.

सारहानेव जगते To use the demised premises only for the purpose of a Factory but (r)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 use the demised premises or any other 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, vibration or fire-hazards, and shall duly comply with the directions which may from time to time be issued by the said Maharashtra Pollution Control Board with utmost promptitude for the purpose of preventing any air pollution by reason for any such emission of odour, liquid-effluvia, dust. smoke, gas or otherwise howsoever.









Insurance.

To keep the building already erected or which may hereafter be (s) 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 building (excluding foundation and plinths) in some well established insurance office to be approved by the Chief Executive Officer and on the demand to produce to the Chief Executive Officer the policy of such insurance and the current year's receipt of 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 whether by fire or hurricane or otherwise the Lessee will reinstate and repairs 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 have happened.

Delivery of possession after expiration.

(t) 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 condition herein contained prior to the expiration of the said term to remove and appropriate to himself 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 leveled 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.

(u) 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 it may think fit including the condition for payment or premium and in any event not assign, underlet or transfer the Lessee' interest therein so as to cause any division by metes and bounds or otherwise to alter the nature of this present demise.

Assignments to be registered with Lessor.

(v) 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 with twenty days after every such assignment or assurance shall have been duly





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registered under the Indian Registration Act or other amending statute notice of such assignment 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.

To give preference in employment of labour.

- (w)(i) In employing the 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.
- (ii) While employing the skilled and unskilled labour, it shall also recruit the maximum of local people on the basis of them knowledge of handling and operating equipments/machineries used by the Lessee and the general qualifications of the local labour.

Notice in case of death.

(x) And in the event of 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.

Recovery of rent, fees etc. as Land Revenue.

3. If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lesses hereunder shall be in arrear the same may be recovered from the Lesses as any arrear of land revenue under the provisions of the Mahareshira Land Revenue code, 1966 (XLT of 1966)

Rent, fees etc. in arrear.

or recurring fees or service charges If the rent hereby resemble payable by the Lessee hereunder shall be in arrears for the space of thirty days whether the same shall have been Jedally demanded or not or if and whenever there shall be a breach of an 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 there upon the term hereby granted and right to any renewal there of 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 of the building or improvements built or made. PROVIDED ALWAYS that except for nonpayment of rent as aforesaid the power of re-entry hereinbefore contained shall not be exercised unless and until the Lessor of 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 or such notice.







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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' 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.

Registration of Estate Rules.

6. The layout of the **Chincholi Industrial Area** and 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 or 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, providing and stipulations hereinbefore contained except this covenant for the payar and except that the building and other regulation referred to in such leaser shall be such as the Lessor may direct.

Cost and charges to be boing by the Lessee.

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

Marginal Notes.

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

IN WITNESS WHEREOF Shri.

The General Manager (Legal) / Regional Officer of MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION has, for and on behalf of the MHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION, the Lessor above named, set his hand and affixed the Common Seal of the Corporation hereto on it behalf, and there to the Lessee has set his/her respective hand their to the day and year first above written.









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FIRST SCHEDULE

(Description of land)

All that piece or parcel of land known as Plot N	o in the
Industrial Area, within the village limi	ts of
and within/outside the limits of Municipal Council/Corpor	ation, Taluka and
Registration Sub-District District and Re	gistration District
containing by admeasurement	square
meters or thereabouts and bounded by red coloured bou	ndary lines on the
plan annexed hereto, that is to say:-	
On or towards the North by	

On or towards the South by -

On or towards the East by --

On ot towards the West by -

SECOND SCHEDULE

(Building Regulations)

- The Building Regulation of "A" class Municipal Council or the 1. Building Regulation of the respective local authority as amended from time to time will be rebuilding Regulations applicable for development of the plots in industrial area.
- 2. The periphery of the plot shall be utilized for the purpose of planting trees. At lease one tree shall be placed by square meters and one tree at a distance of 15 meters of the handage of country part thereof
- shall not the land for any purpose except as a 3. The Lessee Factory for manufacture. It shall not be used for obnoxious industries, a list NOU whereof is attached.
- No construction work shall be commenced unless the plans. elevations and sections have been approved by the Officer authorized by the Lessor, and no additions or alterations to buildings, the plans of which have been so approved, shall been so approved, shall at any time be made except with the similar previous approval of the said Officer.
- 5. The Lessee shall obtain a No Objection Certificate from the Maharashtra Pollution Control Board constituted under the Water (Prevention and Control of Pollution) Act-1974 and Air (Prevention and Control of Pollution) Act-1981, as regards water pollution as also air pollution and shall duly comply with the direction which may from time to time be issued by the said Board for the purpose of preventing any water or air pollution and shall not commence any construction on the said plot before obtaining such No Objection Certificate.







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- 6. All survey boundary marks demarcating the boundaries of plots shall be properly preserved and kept in good repair by the Lessee. Where more than one Lessee is concerned with the same boundary mark the Officer authorized by the Lessor shall allocate this obligation suitably.
- 7. 3 set of the specifications, plans, elevations and sections as approved by the Local Authority shall be submitted to the Executive Engineer for record and to enable him to grant no objection.

THIRD SCHEDULE (List of Obnoxious Industries)

- 1. Fertilizer manufacture from organic materials, provided, however, that these previsions shall not duly 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.
- Sulphurous, sulphuric, picric, nitric, hydro-chloric or other acid manufacture or their use or storage except as accessory to a permitted industry.
- Ammonia manufacture.
- 4. Incineration, reduction of the principle of 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. Geletine or glue manufacture or processes involving recovery from fish or animal offal.
- Manufacture or storage of explosives or fire works.
- 11. Fat rendering.
- Fat, tallows, grease or lard refining or manufacture.
- 13. Manufacture of explosives or inflammable products of pyroxylin.
- 14. Pyroxylin manufacture.
- Dye-stuff and pigment manufacture.
- Turpentine, paints, varnish or size manufacture or refining.
- 17. Garbage, offal or dead animals reductions, dumping or incineration.
- Stock-yard or slaughter of animals or fowls.
- Tallow, grease or lard manufacture.
- Tanning curing or storage of raw hides or skins.
- 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 of offensive by reason of emission of odour, liquid effluvia, dust, smoke, gas, noise, vibrations or fire hazards.

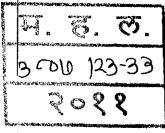
SIGNED, SEALED AND DELIVERED BY
SHRI.
THE, of the
within named MAHARASHTRA
INDUSTRIAL DEVELOPMENT
CORPORATION in the presence of:-
1)
2)
•
The Seal of the above named Lessee
e the above flaffled Lessee
was pursuant to
affixed hereto in the presence of
SHRI
SHRI
Who in tales a few
who in token of Having affixed the Official
Seal hereto Has set his hand hereto,
in the presence of :-



1)

2)





- 22

SRI KRISHNA PHARMACEUTICALS LTD.

(Formerly SRI KRISHNA DRUGS LIMITED - UNIT - III)

Regd. Office : C-4, Industrial Area, Uppal, Hyderabad - 500 039, A.P. INDIA Tel :+ 91-40-27201101-02, 27200103-04, 27204471-72 Fax : (+) 91-40-27204470,27203645,

E-mail: skg@srikrishnapharma.com www.srikrishnapharma.com

EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 04-07-2011 AT 03.00 P.M. AT ITS REGISTERED OFFICE C-4, INDUSTRIAL AREA, UPPAL, HYDERABAD – 500 039.

Sub: Authorization to Mr. Ch. Narasimhulu, Sr. Manager (Operations) to represent on behalf of the Company to obtain approvals from Government Departments.

"RESOLVED THAT Mr. Ch. Narasimhulu, Sr. Manager (Operations) of the Company be and is hereby authorized to represent & to sign on all papers on behalf of the Company of lease agreement Chincholi, MIDC, Plot No.: F-1, to equel 11 occument, to receive the order and

challan and received original documents after

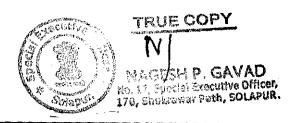


TRILLEXTRACT

For SRI KRISHNA PHARMACEUTICALS LIMITED

MANAGING DIRECTOR





Factory: Unit-V, Plot No. B-14, M.I.D.C., Chincholi, Dist. Solapur - 413 255, M.H., INDIA.
Tel.: 91 0217 2357038, Fax No. 91 0217 2357038.

GOVERNMENT OF MAHARASHTRA

Directorate of Industries

OFFICE OF THE GENERAL MANAGER, DISTRICT INDUSTRIES CENTRE, SOLAPUR.

Phone No.2601791 / 2605232

FORM NO. 00008

ACKNOWLEDGEMENT

"PART - I" (MEDIUM-MFG.)

M/S SHRIKIRSHNA PHARMACEUTICALS LIMITED (PVT.LTD CO.) HAS FILED MEMORANDUM EXPRESSING ITS INTENT TO SET UP A CHEMICAL MIXING PLANTS (29297) (MANUFACTURING/SERVICE) ENTERPRISE AT THE ADDRESS PLOT NO F-1 MIDC AREA CHINCHOLI TAL MOHOL DIST. - SOLAPUR PIN - FOR THE ITEM / ITEMS INDICATED BELOW AND THE ACTIVITY IS PROPOSED TO COMMENCE FROM THE (DATE) 01.2012 STATED IN FORM NO. 0008 AND ALLOCATED ENTREPRENEURS MEMORANDUM NO. AS BELOW:

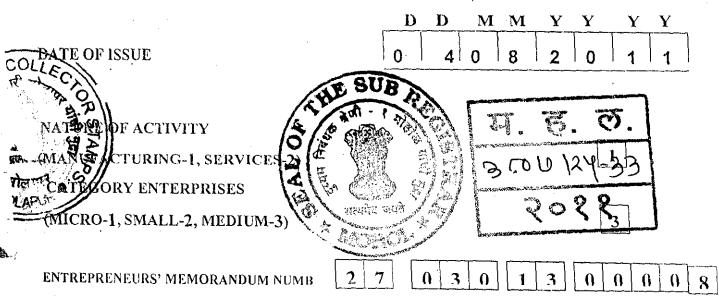
DETAILS OF ITEM/ITEMS TO BE MANUFACTURED / SERVICE TO BE PROVIDED

Sr. No. Items of Manufacture / Type of service to be rendered

Capacity in case of manufacture

1. CHEMICAL MIXING PLANTS

2400 NOS



The Acknowledgement of Memorandum is issued subject to the following conditions-

1. The issue of this Acknowledgement does not bestow any legal right. The enterprise is required to seek requisite clearances/licences & NOCs / permit required under statutory obligation stipulation under the laws of central Govt./State Govt./UT Administration/Court orders & / local authorities.

2. This Acknowledgement is subject to provisions of press Note No.6 dated 12th July 1993 and press Note 17 Dated 28 November 1997 regarding the significance, implications and legal status of filling of EM.

3. This Acknowledgement is subject to State and Central Provisions, Notifications, Rules, State Location Policy, Clearances, Permissions.

DATE :- 04.08.2011 PLACE :- SOLAPI

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Memb No

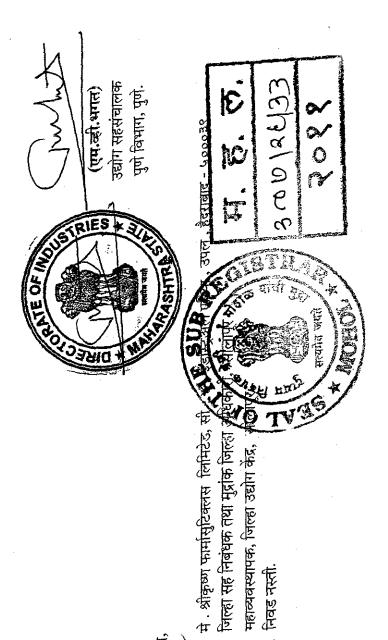
🗸 🗐 ०२०-२५५३७३३२/फॅक्स २५५३७३६९ E-mail : diropune@maharashtra.gov.in

जा.क्र.उससं/पुणे/मुद्रांकशुल्क सवलत्त/२०११-१२/**१८/८** उद्योग सहसंचालक, पुणे विभाग, पुणे यांचे कार्यालय, कृषि महाविद्यालय आवार, शिवाजीनगर, पुणे-४११ ००५. दिनांकः :- **१७**/०८/२०११.

१९५८ अंतर्गत शासन आदेश क्रमांक मुद्रांक . २००७ / प्र.क्र. १९६ (१) / म.१, दिनांक १२ जून, २००७ प्रमाणे नवीन सोलापूर या ठिकाणी एक नवीन औद्योगिक युनिट स्थापित करीत आहेत. सदर घटकास मुंबई मुद्रांक शुल्क अधिनियम, मे. श्रीकृष्ण फार्मासुटिक्तस लिमिटेड , प्लॉट नं. एफ - १ , एम.अाय.डी.सी. चिंचोली, ता. मोहोळ , जिल्हा औंद्योगिक युनिट म्हणून प्रमाणित करण्यात येत आहे.

त उपरोक्त एम.आय.डी.सी., चिंचोली येथील ,प्लॉट नं एफ - १, करी<u>ता स</u>दर एम.आय.डी.सी. यांच्या सोबत दस्त निष्पादित करणे यांबरील आकारणीयोग्य मुद्रांक शुल्कातून **पूर्णतः मुदांक शुल्क माफी** मिळण्यासाठी सदर प्रमाणपत्र हे मुंबई मुद्रांक शुल्क अधिनियम, १९५८ च्या उन्न्सूचीतील (अनुच्छेद ३६ खालील) भाडेपड्डा TOR STAND

(प्लॉट एरिया - १०१,२५०.०० चौ.मिटर)



omo.lismilibar@redsleidrsolapur@rediffmail.com १०० ६१४ - ग्रुगली, भारत कार्यायमा माडीवर, ग्रीलाधी कार्य । १८३ ००१ मर्जायक क्रांप भूगानिम ,रिपकथी।कृत्यी कांद्रम् १४६ १-१४६ कथंबनी १कुरी इस

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औ. सी. एच. नर्गसिहमुल् र्नेत . जि एजकडीभीमात्म गण्किक्षि. म

,ग्राम् किमिनिह ,यप्र-ग्र ग्र

अनेभेडर हॉटेल पाठीमार, अनंतीनगर, मिलापूर

११०५/२७९ के एएकए एएनिमिहि - एकही

७०/३/९१.३१ १-म (१)३११-क्.प्र\७००९\कांग्र्म.त्र ष्रिशह म्माष्ट (९ ाण्डिक विपनिमिष्टि कि ११०९\ऽ\ऽ कोन्ही कामास् (१- मिहाँ

१८/७/३१ ही १६हास्ट मिमाष्ट (ह

व्यर्गाधाम ,कर्मा कांत्रम व कांत्रमिति वा महागिति । महागिति कांत्रक नियंत्रक, महाराष्ट्र प्रजासक किमीशार जिल्लाहर कि एक १० है। उन कि एक है। अप स्टाइन कि एक एक स्टिस्ट कि एक मि डि शार मण् **रुक्तिमगर गर्गमार** एरुरिस्ट रहास एए। एरिस्ट हम्पेहम् एरिस्ट

प्रकाश के अ००८/६/३१ में ३००८/०२/६७०/१ड्रम्डाम्/६.कं.४/५२/१५/१५/१५ कं हम हांक्र किए क्रांक्रक के क्रांक्रक के कार्या के क्रांक्र के कार्या के क्रांक्र के कार्या के कार्य के कार्या के कार्य के कार्या के कार्य के कार्या के कार्य के क

-णिमराजीजाङ फनुराणा रेष्ट किकळमी निधान्त्रज्ञ

| ०९ x (प्रक किनाष्ट्र क्रिक्रि + र्डाम क्षिक क्र्यान)} + (मप्रमीर्स)मक्रप्र िक्षि

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२,५१,५४८\- I e २,५१,५१,५००\- यावर् मुंबई मुद्रांक अधिनियम १९५८ चे अनुसुची एक मधील अनुच्छेद दस्ताधीन मिळकतीचे खरे बाजार मुल्य रु २,७९,४५,७२०/- यावर ९०% रु

.ह्रारू ४५ क्लार्ड कांद्रम -१,४४,८४,७ र गिक्नु मिर -१००१ गिम्प ७५ इंड्युम्ह च -१००१ र विप्यानग्रह गिमए इ ४ इंड्युम्ह+ -/००९ र ह्मधं िम्मिनिक िम्मिन भड़ इस्कृम्ह + -/ग४२,४२,७ र गिमिर स्कृड ह (व) ४९ उप उप उ

आपण नवीन उदयोग घटक स्थापन करीत असलेबाबत मा. महाव्यवस्थापक, जिल्हा उदयोग

मर्गुल व वनिविभाग स्मिन्स्स के विशेष के विशेष हैं। विशेष १ वि अलिली आहे. त्याची मुदत शासक अल्या में कि के प्रति के अन्तर्य हैं 30/1/2022 ममें नाहिविण्यात आलेली नाधर्ण तिमाम खिम विभागकार कराष्ट्र कांत्रम किन्छ ७०\३\११.त (१) ३११-क.प्र\७००९\कांत्रम् क एक्रीस्ट निमाए ह निष्कार नाम्प्रक **निष्कार निष्कार कडीमाम** ई हमाणामर क्रिक्रम . इति १९८८/२०११ में २५/१९/५८ में उन्ने सा.क्र-निरक्तिपी/पाप्रीयो/पूर्णाम्, युर्१९९-१२/१९५८ में इन्ह

अाभुभी आई.

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दिल्यास रु ७,४५,५४५/- इतक्या रक्कमेची माफी देवून मुंबई मुद्रांक अधिनियम १९५८ चे अनुसुची एक मधील अनुच्छेद ५ ह प्रमाणे मुद्रांक शुल्क रु १००/-इतके व अनुच्छेद २७ प्रमाणे दुच्यम प्रतीस रु १००/- अनुच्छंद ३५ सदरच्या दस्तावर वरील शासन आदेशान्वये मुद्रांक शुल्क आकारणी मध्ये मुंबई मुद्रांक अधिनियम १९५८ चे अनुसुची एक मधील अनुच्छेद ३६ सह २५ (ब) प्रमाणे देय मुद्रांक शुल्कास माफी प्रमाणे रु २००/- असे एकूण ४००/-चारशे रु फक्त इतके मुद्रांक शुल्क देय आहे. त्यामुळ

वरील सर्व बाबी विचारात घेता खालील प्रमाणे अंतिम आदेश पारित करण्यांत येत आहे.

∷आदेश:-

अनुच्छेद ५ ह प्रमाणे मुद्रांक शुल्क रु १००/-इतके व अनुच्छेद २७ प्रमाणे दुय्यम प्रतीस रु १००/- अनुच्छंद ३५ चे अनुसुची एक मधील सदरच्या दस्तावर वरील शासन आदेशान्वये मुद्रांक शुल्क आकारणी मध्ये मुंबई मुद्रांक अधिनियम ३६ सह २५ (ब) प्रमाणे देय मुद्रांक शुल्कास माफी दिल्यास रु ७,५४,५४५/- इतक्या रक्कमेची माफी देवून मुंबई मुद्रांक अधिनियम १९५८ प्रमाणे रु २००/- असे एकूण ४००/-चारशे रु फक्त इतके मुद्रांक शुल्क देय आहे. १९५८ चे अनुसुची एक मधील अनुच्छेद

शासन आदेशाप्रमाणे दिलेल्या अटीचा भंग केल्यास दिलेली मुद्रांक शुल्क माफीची रक्कम रु २९,४६०/-व त्यावरील दंड यासह भरावी लागेल. तसेच सदर अभिनिर्णय झालेनंतर सदरचा दस्त दिनांक ३१/८/२०११ पुर्वी निष्पादित केल्यासच मुद्रांक शुल्काची माफी देय राहील.

प्राप्त करुन घ्यावे व भरणा केलेले चलन सादर केल्यानंतर आपणांस दस्त प्रमाणीत करुन देण्यात येईल. सदर तरी आपण उक्त रक्कमेचे चलन या कार्यालयाकडुन सदरचे पत्र प्राप्त होताच आठ दिवसात मि मुंबई मुद्रांक अधिनियम १९५८) चे कलम ५३ अ चे अधिन राहुन देण्यात येत आहे याची कृपया नोंद

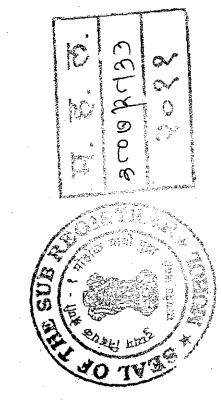
OR 037703

R STAMO

AME

सह/जिल्हा निबंधकं वर्ग-१ तथा मुद्वांक जिल्हाधिकारी, मोलापुर

प्रर्त- दुय्यम निबंधक, मोहोळ यांना माहितीस्तव व उचित कार्यवाहीस्तव



20115191

Office of the Regional Officer, M.I.D.C.,Udyog Bhavan, Vishrambag, Sangli – 416 415.

Date: 02.08-2011

To, M/s. Sri Krishna Pharmaceuticals Ltd., C-4, Industrial Development Area, Uppal, Hyderabad-39



Sub:- Chincholi Industrial Area.

Execution of Agreement of Lease in respect of Plot No. F-1

Sir,

The Agreement to Lease in respect of the above has been executed on the 23rd August 2011. The Agreement to Lease has to be presented to the Sub-Register of Assurance for the purpose of registration within a specific time limit prescribed by the law (Viz. within 4 months from the date of execution of the documents). We would request you to arrange to lodge both copies of the Agreement to lease for registration making: -

- 1. The Original returnable to you and
- 2. The duplicate to the office of the Regional Officer, MIDC, 300/2, Udyog Bhavan, Vishrambag, Sangli. 416415.

We would request you to take two witnesses with you at the time of registration before the Sub-Registrar of Assurance.

We would request you to intimate to use the Sr.No. and the date on which the documents have been lodged for registration.

The Government in the Revenue and Forest Deptt. by its Notification No. RGN/2001/328/CR83/M-1 Dated 14th August 2002 has exempted the undersigned from appearing before the Registrar for the purpose of registration of the Agreement to Lease and such other incidental documents. A Copy of the Notification has already been sent to the Sub-Registrar of Assurance. You may bring this fact to the notice of the Sub-Registrar at the time of presenting the documents for registration.

We inform you that the Income-Tax authorities have already granted us exemption from producing the Income-Tax certificate as required under Sec.230-A of the Income Tax Act.,1961 (vide their letter No.B-6/H.O./GF/CORD/ 80-81 dated the 19th Feb.1981. You may also bring this fact to the notice of the Sub-Registrar at the time of presenting the documents for registration.



ANDHRA PRADESH



DRIVING LICENCE DLRAP02964872010 P YADAIAH: POCHÁLAH 3-22 KACHIVANISINGARAM GHATKESAR RR DIST

Signature

issued on 10/06/2010.

117826439708

Class Of Vehicle

MCWG

Non Transport Transport Hazardous Validity
Badge No.

LMV

02/12/2017 10/06/2013

Reference No. Original LA.

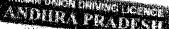
2254 187HW1995OD HYD , ANDHRA PRADESH 03/12/1967

DOB

Blood Gr.

Date of 1st Issue

03/01/1995







M4326064/08

Class Of Vehicle

Validity

Non-Transport

LMV,MCWG

08/10/2013

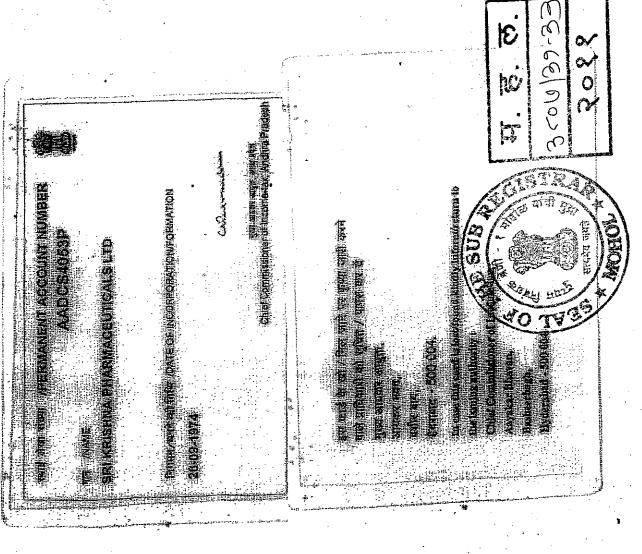
Transport Hazardous Validity Badge No.

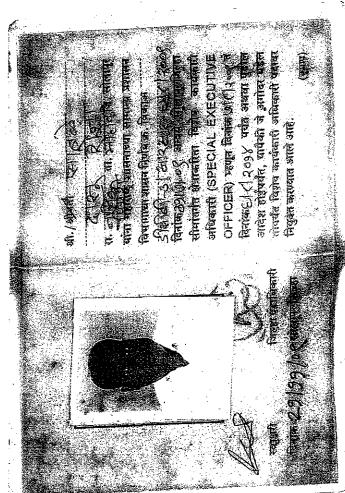
Reference No. Original LA. DOB

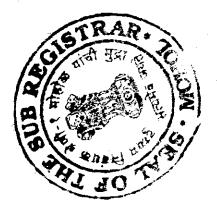
DLRAP029476912008 RTA RANGAREDDY EAST 06/01/1953

Blood Gr. Date of 1st Issue

20/10/1998







दस्त गोषवारा भाग - 2

महल

दस्त क्रमांक (3807/2011)

दस्त क्र. [महल-3807-2011] चा गोषवारा

बाजार मुल्य :25151500 मोबदला 0 भरलेले मुद्रांक शुल्क : 300

दस्त हजर केल्याचा दिनांक :25/08/2011 04:50 PM

निष्पादनाचा दिनांक: 23/08/2011 दस्त हजर करणा-याची सही:

V.V. Kushoa Reddy

दस्ताचा प्रकार :36) भाडेपट्टा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 25/08/2011 04:50 PM

शिवका क्र. 2 ची वेळ : (फ़ी) 25/08/2011 04:55 PM शिक्का क्र. 3 ची वेळ : (कबुली) 25/08/2011 04:57 PM शिक्का क्र. 4 ची वेळ : (ओळख) 25/08/2011 04:57 PM

दस्त नोंद केल्याचा दिनांक: 25/08/2011 04:57 FM

पावती क्र.:3807 दिनांक:25/08/2011 पावतीचे वर्णन

नांव: मे.श्रीकृष्णा फार्मासुटिकल्स् लि. चे वतीने मॅनेजिंग डायरेक्टर :- व्ही.व्ही. कृष्णारेड्डी

30000 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल 660

(आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

30660: एकूण

दु. निबंधकाची सही, मोहोळ

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्त्रऐवज करून देगा-यानी व्यक्तीशः ओळखतान

व त्यांची ओळख पटवितात.

1) दासू गेना साबळे ,घर/फ़लॅट नं: -

गल्ली/रस्ताः -

ईमारतीचे नावः -

र्डमारत नं: -

पेठ/वसाहत: -

शहर/गाव:न.पिंपरी

तालुकाः मोहोळ जि.सोलापुर

पिनः -

2) पल्हारल्ला- यादगिरी ,घर/फ़लूंट नं:

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

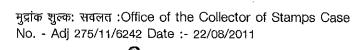
पेठ/वसाहत: -

शहर/गाव:हैद्राबाद

तालुका: -

पिन: -









प्रमाणित करणेत येते की. या दस्तामध्ये १ री पाने आहेत

दयाम निसंधक श्रेणी-१, मोहोक

पुस्तक क्र. १ है क्रमांक_ी वर नोंदला

DSUMRY:040383SR066 Prepared on: 25/08/201



No.J-11013/36/2014-1A-1

Government of India Ministry of Environment, forests and Climate Change IA Division

> Indira Paryavaran Bhawan, Jor Bagh Road, Aligani New Delhi-110 003

Dated the 10th December, 2014

OFFICE MEMORANDUM

Exemption from Public Consultation for the projects/ Subject: activities located within the Industrial Estates/ Parks.

Reference this Ministry's earlier Office Memorandum of even number dated 16:05:2014 on the subject mentioned above.

- This Ministry has received representations from various Industrial Associations on the above said Office Memorandum. These representations have been considered by the Ministry. Based on the consideration, the undersigned has been directed to clarify that the exemption from public consultation, as provided for under para 7(i) III. Stage(3)(i)(b) of EIA Notification, 2006 is available to the projects or activities or units located within the Industrial Estates or Parks, which were notified prior to 14.09.2006, i.e. the EIA Notification, 2006 coming in to force.
- This issues with the approval of the competent authority.

(Dr. Satish C. Garkoti) Director

- 1. Chainperson/ Member Secretaries of all the SEIAAs/SEACs
- 2. Chairman of all the Expert Appraisal Committees
 - 3. Dr. T. Chandni, Director
- 4. Dr. Šaroji Director
- 5. Dr. V. R. Upadhyay, Director
- 6. Dr. M. Hota, Director
- 7: Dr. P.B. Rastogi, Director 8: Sh. B.B. Burman, Director
- 9. Sh. Lalit Bakolla, Additional Director
- 10. S.O. IA-I(for record)

Copy for information:

- 1. PPS to Secretary(E&F)
- 2. PPS to AS(SS)
- 3. PS to JS(MKS)
- 4. Website, MoEF&CC
- 5. Guard File

F. No. J-11013/36/2014-IA-I Government of India Ministry of Environment, Forest & Climate Change (IA Division)

Jor Bagh Road New Delhi- 110003.

Dated: 4th April 2016

Office Memorandum

Subject: Exemption from Public Consultation for the projects/activities located within the Industrial Estate/Parks-reg.

In Original Application (O.A.) No. 157 (THC) / 2013 (Society for Environmental Protection Vs. Union of India & Ors) before Hon'ble National Green Tribunal (Western Zone), Pune, in its order dated 14th March 2016 has ordered that "... We have seen from the provisions of Environment Clearance Regulations, 2006, the Schedule appended to the Rules enumerates several projects and activities which require prior clearance and there is a tabular form showing the size of the industry and the threat or damage it is likely to cause to the environment. Therefore, we do not find there should be any difficulty in modifying or superseding O.M. dated 10th December, 2014 because all that MoEF&CC is required to do is to specify which of the industries depending upon the nature of industrial activity require prior permission etc; such of the unit which could be exempted ...".

- The concept of Public Hearing was introduced for the first time in the Environment Impact Assessment vide Notification S.O. 60 (E) dated 27.01.1994 and subsequently formalized vide Notification S.O. 318 (E) dated 10.04.1997 making amendment in the Environment Impact Assessment Notification, 1994. Whereas, the Industrial Estates were added in the Schedule to the EIA Notification mandating the requirement of environmental clearance vide notification S.O. 801 (E) dated 7.07.2004. In between, the above two notifications, another notification No. S.O. 737 (E) dated 1st August, 2001 introducing the concept of exemption from public hearing for certain category of projects and activities in the process of environmental clearance was published. The said notification reads as "However, Public Hearing is not required in respect of (i) small scale industrial undertakings located in (a) notified / designated industrial areas / industrial estates or (b) areas earmarked for industries under the jurisdiction of industrial development authorities; (ii) widening and strengthening of Highways; (iii) mining projects (major minerals) with lease area up to twenty-five hectares, (iv) units located in Export Processing Zones, Special Economic Zones and (v) modernization of existing irrigation projects." The provisions of this notification were reflected as Para 7 of the new EIA Notification, 2006 with some more additions.
- 3. The Hon'ble NGT, Western Zone, Pune based on the interpretation of the provision of Para 7 (i) III. Stage (3) (i) (b) of the EIA Notification, 2006 given by the Ministry vide O.M. No. J-11013/ 36 / 2014- IA-I dated 16th May 2014 ordered on 8th August 2014 in above O.A. that exemption from public consultation will be available to only those industrial units which are coming up in industrial estates which have got environmental clearance under EIA Notification, 2006. The O.M. dated 16th May 2014

Contd 21-

issued by the Ministry, was reviewed in the Ministry in the light that the EIA Notification 2006 on this subject provides for exemption from public consultation for the industries coming up in industrial areas, means that those industrial areas must be in existence on the day of EIA Notification, 2006, as is the case of other category of projects and activities which have got this exemption under Para -7 of the EIA Notification, 2006. The Ministry clarified the status as per the provisions vide O.M. No. J-11013/36 / 2014- IA-I dated 10th December 2014. The above O.M. dated 10th December 2014 was also challenged before the Hon'ble High Court of Madras, in W.P. No. 3514 of 2015; Hon'ble Court ordered on 10.09.2015 that "... we are thus of the view that the impugned notification / Office Memorandum cannot be faulted and if there is any individual grievance qua any particular nature existing, it is always open to the petitioner to move the NGT with requisite material. The writ petition accordingly stands dismissed with aforesaid observations."

- 4. The above O.A. (157 (THC) / 2013) was instituted against EC given to a Thermal Power Plant of 6 x 276 MW over an area 546.55 ha of land in which public hearing was exempted as the said TPP was in industrial area.
- The industrial estate in EIA Notification, 2006 in Schedule at item 7 (c) provides that industrial estates with an area greater than 500 ha and housing at least one Category B industry will be Category A, and industrial estate of area greater than 500 ha. and not housing any industry belonging to Category A and B is Category B. Industrial estate of area below 500 ha and not housing any industry of Category A or B does not require prior environmental clearance under EIA Notification, 2006. If the area is less than 500 ha but contains building and construction projects greater than 20000 sq. mt. and development area more than 50 ha. it will be treated as activity listed at S.No. 8 (a) or 8 (b) in the Schedule as the case may be.
- 6. It is evident from the Notification of 2001 as mentioned above and provisions at item 7 (c) of EIA Notification, 2006 regarding size of the industrial estates, the intent of the Notification has been to grant exemption from public consultation for small industrial units located in industrial estates of 500 to 1000 ha. area. The industrial units or activities itself located on an area of 500 ha in industrial estate or regions of 10000 ha. has not been in the intent to be granted exemption from public consultation. So a Thermal Power Plant, Cement Plant, or Integrated Steel Plant even if located in notified Industrial Regions / Zones cannot be granted exemption from the public consultation, as that is not the intent of the EIA Notification, 2006.
- 7. It is accordingly clarified that the category of projects and activities mentioned in the Annexure of this O.M. will require Public consultation in the process of Environment Impact Assessment and environmental clearance irrespective of its location in or outside a notified industrial area / estate / region.
- 8. The O.M. No. J-11013/ 36 / 2014- IA-I dated 16th May 2014 and dated 10th December 2014 will stand modified to the extent of this O.M.

This issues with the approval of the Competent Authority.

(Dr. Satish C. Garkoti)
Scientist 'F'

Distribution:

1. Chairman of All the Expert Appraisal Committees

3. All officers of Impact Assessment Division, MoEFCC

Copy for information: 1. PS to MEFCC

- 2. PPS to Secretary (EFCC)
 3. PPS to SS(SK)
 4. PS to JS (MKS)

- 5. PS to JS (BS)
- 6. Website, MoEFCC
- 7. Guard File

ANNEXURE

Projects or Activities where Public consultation will be required as a part of the Environment Impact Assessment Process even if they are located in notified industrial areas / regions / zones / EPZ

S.N. in Schedule of EIA Notification, 2006	Project or Activity
1 (d)	Thermal Power Plants
1(e)	Nuclear power projects and processing of nuclear fuel
2 (a)	Coal washeries
2(b)	Mineral beneficiation
3 (a)	Metallurgical industries(ferrous & non ferrous)
3 (b)	Cement plants
4 (a)	Petroleum refining industry
4 (b)	Coke oven plants
4 (c)	Asbestos milling and asbestos based products
4 (f)	Skin / hide processing including tanning industry
5 (g)	Distilleries
5 (i)	Pulp paper paper industry
5 (j)	Sugar Industry