

INDIA

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U. M. S. Sahasr. 2094. (Kopier. 149)

STAMP VENDOR,
CITY CIVIL COURT
FEROZ SHAH ROAD - A. P.

This indenture made this 10th day of September One Thousand Nine Hundred and Sixty one (1961) Between the Governor of Andhra Pradesh represented by the Additional Director of Industries, Department of Industries (hereinafter called the "Lessor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office representatives) of the one part AND

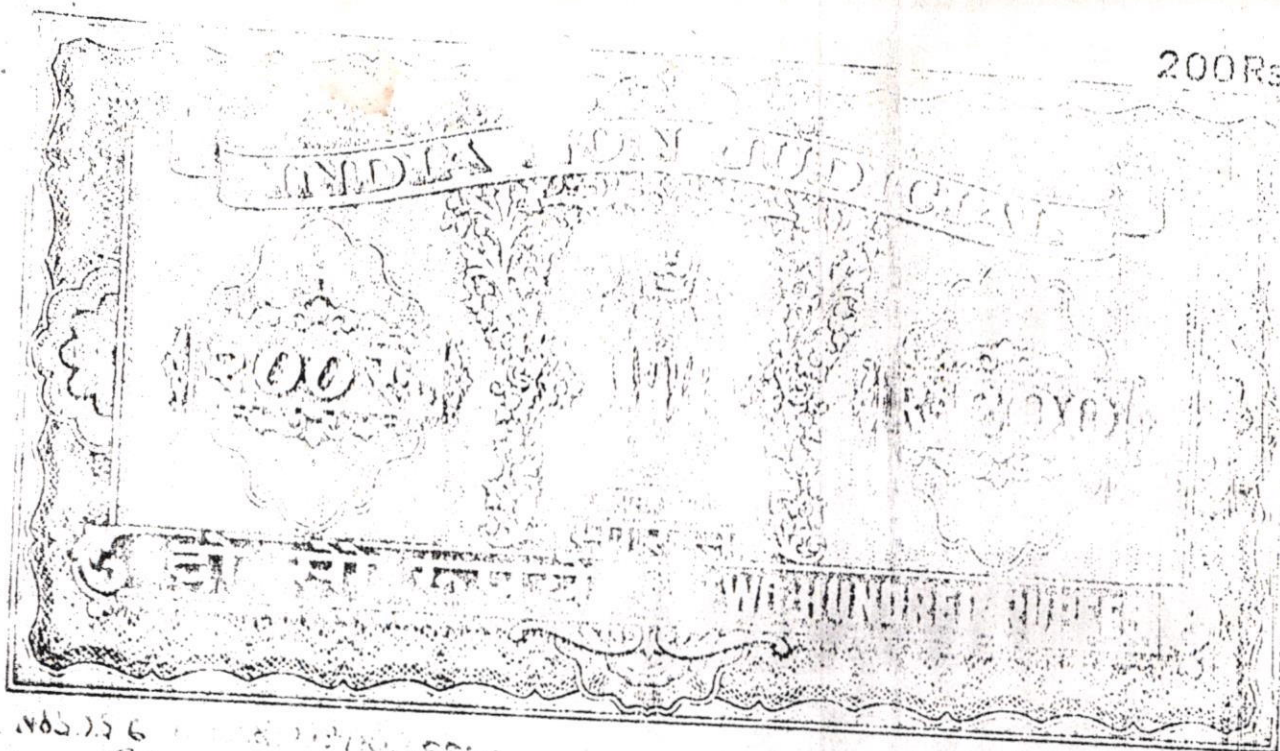
M/s. Soham Engineering Corporation, Plot No 127/2, Indl. Area, Azamabad, Hyderabad, (hereinafter called the "Indl. Area") which expression shall unless excluded by or repugnant to the context be deemed to include their successors, assigns and other representatives) of the other part.

WHEREAS THE Government of Andhra Pradesh is the sole owner of the piece of land bearing plot No.27/2 of the Industrial Area, Azamabad, Hyderabad and hereafter more fully described.

Additional Director AND WHEREAS the said piece of land is free from all
incumbrances and the lessor is entitled to grant a lease
thereof for the term hereinafter mentioned;

AND WHEREAS the lessor has agreed with the lessee to grant a lease to the lessee for the period of NINETY NINE years of the said piece of land for the purposes of erecting thereon an Engineering Industry. The Government have accorded permission vide their memo No.1024/I.F.Coll/78-5, dated. 13.6.1979 to the transfer of lease hold rights in favour of M/s.Sohan Engineering Corporation, a partnership firm in plot No. 27/2, IAA, Hyderabad.

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NO. 256
 Sold to Chakraborty
 P.V.N. Residence
 Waman/5. Chakraborty Corporation, N.P.

S. Narayanan
 STAMP VENDOR,
 CITY CIVIL COURT
 SECUNDERABAD-A.P.

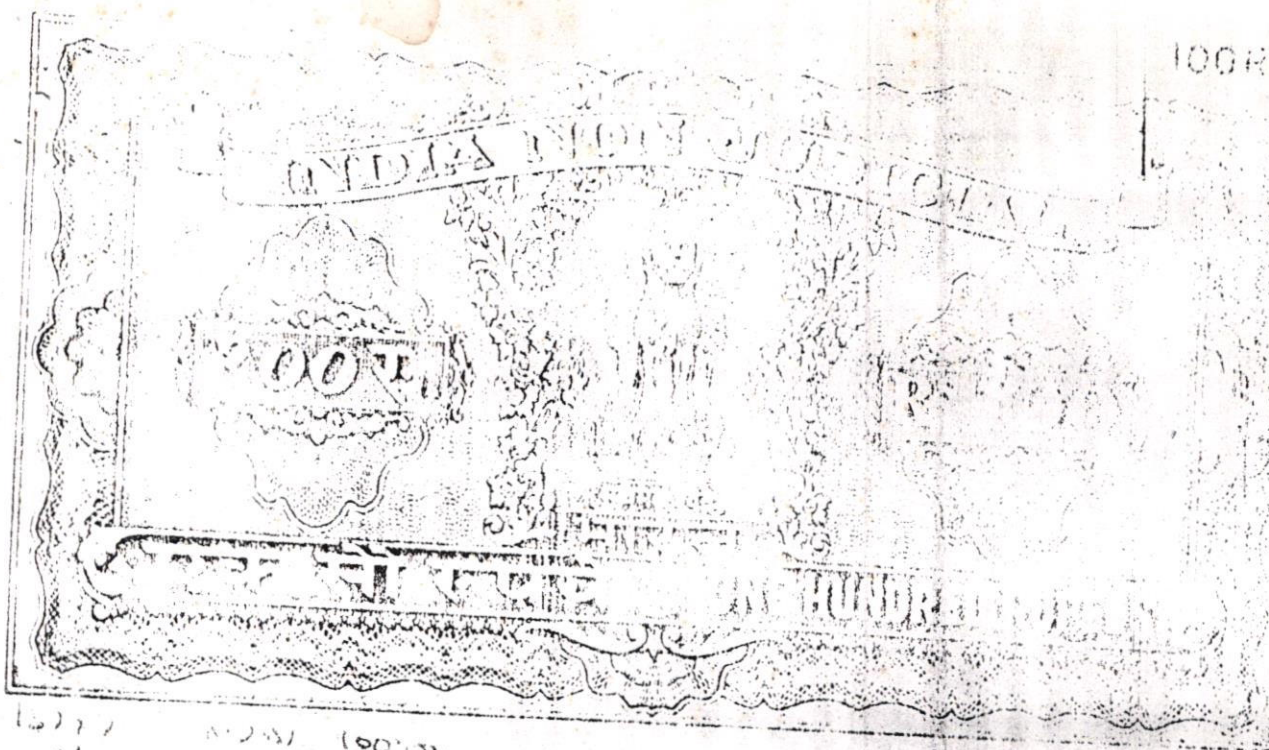
- 2 -

AND WHEREAS possession of the said piece of land is given by the lessor to the lessee on 1-6-1941 and the lessee been in possession and occupation thereof since that date and WHEREAS the lessee has erected the aforesaid factory buildings and other erections on the said piece of land in accordance with the plans as approved by the Government in the Industrial Department, since the handing over of the possession of the site, no formal lease deed was executed. NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of Rs. 5,140/- (Rupees five thousand one hundred and forty only) paid by the lessee to the lessor on 28.5.1981 as a premium (the receipt whereof is hereby acknowledged) and in consideration of the covenants and agreements on the part of the lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all the piece or parcel of land situated at Azamabad, bearing plot No. 27/2 of the Industrial Area at Azamabad, Hyderabad more particularly described in the Schedule hereunder written TOGETHER with the buildings and erections now erected and built thereon. And all rights easements and appurtenances belonging to the said premises to HOLD the said premises unto the Lessee for a term of 99 years commencing from 1-6-1941 corresponding to the Lessee hereafter paying for the said land plot No. 27/2 during the said term the yearly rental of Rs. 1335/- clear of all deductions in the first day of every year AND ALSO paying unto the Lessor in the event of and immediately upon the said term being determined by re-entry under the provision hereinafter contained a proportionate part of the said rent for the fraction of the current year upto the day of such re-entry AND THE Lessee DOTH HERELY COVENANT with the lessor that the Lessee will during the said term pay at the office of the Lessor the yearly rent here before reserved upon the days and in manner aforesaid AND WILL also pay all rates, taxes, charges, assessments and outgoings now payable or hereafter to become payable

Chakraborty
 Additional Director
 Industries Division
 Andhra Pradesh State

Satish Mohan
Chakraborty

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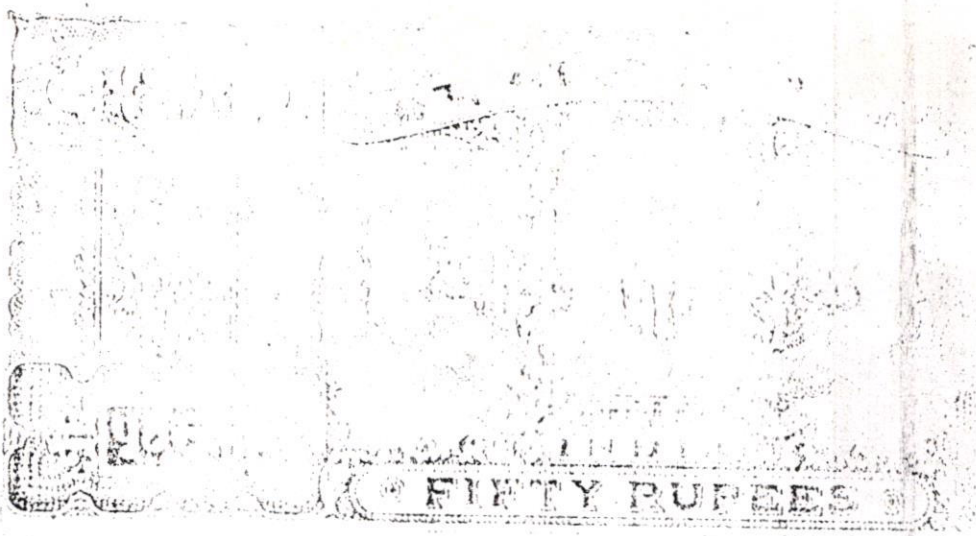
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in respect of the said plot No.27/2, Industrial Area, and any buildings for the time being standing on the said piece of land or any part thereof and the lessee hereby agrees that he will not add to or alter the said buildings and conveniences either externally or internally without the consent in writing of the Lessor which consent may either be withheld or may be given by the Lessor on such terms (including the payment of enhanced rent or of a fine or premium by the Lessee) as the Lessor shall in his discretion think fit PROVIDED that plans, sections, elevations, and specifications of steel or reinforced concrete construction calculations) for the construction of any additional buildings and conveniences or for any intended alterations thereto which shall indicate in figures the lengths, breadths and thickness of walls floors and scantlings of timber and state the description of the materials to be used shall have been submitted to and be approved by the Lessor before any such addition or alteration be commenced, that a copy of every such plan and specification shall, if required be signed by the Lessee and delivered to the Lessor and that every such plan and specification shall be strictly adhered to ~~except~~ except so far as sanction in writing to any deviation therefrom shall be given by the Lessor and PROVIDED THAT in making any such additions or alterations as aforesaid, all such directions as may be given by the Lessor or his Engineer (hereinafter referred to as "the said Engineer" which expression shall where the context so admits, be deemed to include the Superintending Engineer and his deputy or deputy Assistant or Assistants or any person authorised from time to time by the Lessor in this behalf) shall be promptly complied with AND PROVIDED FURTHER THAT upon receiving notice that any additions or alterations to the said buildings and conveniences or any portion thereof are not being constructed to the satisfaction of the Lessor or the said Engineer, the Lessee will thereupon rectify the works or such portion thereof as may be necessary in accordance with such notice PROVIDED ALSO that all notices consents and approvals to be given under this lease shall be

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Additional Director
Industries Department
Government of Madras



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in writing and (save as to such notices as are herein otherwise provided for) shall be sighted by the Addx. Director of Industries, Industries Department for the time or his assistant as the case may be and shall such such notices shall either be delivered to the Lessee or any one of them or be sent at their usual or last known place of residence or business in Hyderabad Deccan or shall be left on the premises hereby demised AND THE Lessee DOTH HEREBY FURTHER COVENANT WITH said Lessor that the Lessee will both in the completion of the said buildings and conveniences and at all times during the continuance of this demise observe and conforming to all such rules and regulations of the Lessor of the Municipal Corporation of Hyderabad (hereinafter referred to as " the said Municipality") as may be in force for the time being relating to buildings AND WILL MAKE ALL drains on the said premises to the satisfaction of the Lessor and the said Municipality and the Chief Inspector of Factories of the Government of Andhra Pradesh and lead all such drains into any drains or sewer which may be hereafter constructed in any street adjoining the said premises according to as they may be directed by the Lessor or the said Municipality and the said Chief Inspector of Factories arrange at his own cost to dispose of such of the factory refuse as may not be allowed to be drained into the public drains and the Lessee DOTH HEREBY FURTHER COVENANT with the Lessor that the Lessee will at his own expense maintain and keep in repair the drains sewers and gutters leading from the said buildings and premises in accordance with the law relating to factories in force in the state of Andhra Pradesh and the law in force relating to the Municipal Corporation, Hyderabad city for the time being in force without requiring any notice in that behalf from the Lessor or any other person or persons whomsoever AND ALSO will THROUGHOUT THE SAID TERM HEREBY GRANTED at his own expense when need shall require and whether called upon by the lessor so to do or not well and substantially repair support pave cleanse

Bhaskar
 Additional Dir.
 Industries Dept.
 Andhra Pradesh

Sd/- *H. K. ...*

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and kept in good and substantial repair (including all usual and necessary internal and external paintings colour and whitewashing) to the satisfaction of the Lessor or the said Engineer the said premises and buildings and the walls, pavements, drains and fences thereunto PROVIDED ALWAYS that if the lessee shall not within 15 days after called upon so to do by the Lessor commence and proceed diligently with the execution of the repairs and works mentioned in such notice it shall be lawful for the Lessor to enter upon the demised premises and execute such repairs and works and the costs thereof shall be a debt due from the Lessee to the Lessor and forthwith recoverable as arrears of Land Revenue and the Lessee DOETH HEREBY FURTHER COVENANT with the Lessor that the Lessee will leave and at all times during the continuance of this demise keep open and unbuilt upon the land and ground indicated by the colour (RED) on the plan hereto annexed and also will at all times keep such open land and ground in a clean and tidy condition AND also will permit the Lessor or his officers and all workmen or others employed by him or them at any time when occasion shall require during the term hereby granted in the day after twenty four hours previous notice to enter into and upon the said demised premises and the buildings thereon to view the conditions thereof and all defects and wants of repair there found to give or leave notice to repair the same within three calendar months next after such notice within which said time the said lessee will repair and make good all such defects and wants of repair as aforesaid to the satisfaction in all respects of the lessor or the said Engineer AND ALSO will not cut or main any of the principal walls of the buildings for the time being on any part of the piece of ground hereby demised or make or permit to be made by any alterations in or additions to the said buildings either externally or internally or in the architectural designs or decoration thereof without the previous consent in writing of the Lessor for that purpose first had and previously contained in writing of the lessor use or permit the said premises or any part thereof to be used for any purpose whatsoever other than.

AND ALSO The Lessee will not do or cause, suffer to be done upon the said premises any act which shall in the judgement of the lessor be or grow to be a nuisance or a disparagement annoyance or inconvenience to the Lessor or to the lessees or tenants of any neighbouring premises and the said lessee DOETH HEREBY FURTHER COVENANT with the lessor that the lessee will not at any time during the continuance of this demise affix or display or permit to be affixed or displayed on the said demised premises or on any part thereof or on the roof of external walls of any building or erection for the time being thereon any signboards, skysigns or advertisement, painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character unless the consent in writing of the Lessor shall have previously been obtained and unless any such signboard, skysign or advertisement or permanent or temporary attachment shall have been previously approved by the Lessor of the said Engineer And the said lessee, DOETH HEREBY FURTHER COVENANT WITH the Lessor that the lessee will throughout the said term keep all the every buildings or buildings already erected or which may be erected on the said land excluding foundations and plinth insured in the Joint names of the Lessor and of the lessor to the full insurable value thereof against loss or damage by fire in some insurance office to be approved of by the Lessor for the time being and when there-

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unless required will produce the current year's receipt for the premium of such insurance to the Lessor AND ALSO will as often as the buildings which are or shall be erected upon the said land or any part thereof shall be destroyed or damaged by fire lay out under the direction of the said Engineer shall the moneys which shall be received by virtue of any such insurance in re-building or repairing the premises destroyed or damaged AND if such moneys shall not be sufficient for re-building and reinstating the same, the Lessee will at his own costs rebuild or reinstate the said buildings under the direction and to the satisfaction of the Lessor or AND whenever during the said term the said buildings or any part thereof, respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will re-instate the same under the direction and with the approval of the Lessor and will continue to pay the rent hereby reserved as if no such destruction or damage by fire, hurricane or otherwise has happened AND also will at the expiration or sooner determination of the said term (subject to the provision hereinafter contained entitled the Lessee to remove the buildings standing on the demised land in the event hereinafter mentioned) quietly deliver unto the Lessor the said demised premises together with all buildings and erections which shall have been built there during the said term in such good and substantial repair and conditions and so maintained, paved and cleansed as aforesaid and in all respects in such state and conditions shall be consistent with the due performance of the several covenants hereinafter contained AND that it is hereby agreed that the sub-lease or sub-letting or assignment of the demised premises or any portion thereof by the Lessee are totally prohibited during the demised. It being clearly understood that any default on the part of the Lessee in these respects will entitle the Lessor to determine the lease and re-enter open the land and take possession of the buildings constructed by the Lessee and that the Lessee or the un-authorized sub-lessees shall not be entitled to any compensation towards amounts spent by them either on improving the plot or on structures etc., in case of such determination of the lease.

And it is hereby agreed that the Lessee during this demise may mortgage the demised premises together with the lease hold right of the plot to the banks for financial assistance with the prior approval of the Director of mines in writing.

PROVIDED ALWAYS AND IT IS HEREBY AGREED that whenever any part of the rent hereby reserved shall be in arrear for the space of 90 days whether the same shall have been legally or formally demanded or not and also if and whenever there shall be a breach of any of the covenants by Lessee within contained the Lessor may re-enter upon the said premises or any part thereof and immediately thereupon this demise and all rights of the said Lessee hereunder shall absolutely determine AND the Lessor DOETH HEREBY COVENANT with the Lessee that the Lessee performing and observing all the covenants hereinafter contained pay hold and enjoy the said premises during the said term without any interruption by the Lessor or any person said to be claiming under him provided always and it is hereby agreed that the Lessee will start the Industry for which the said premises have been leased namely within six months from the execution of this lease deed it being clearly understood that any default on the part of the Lessee in this respect will entitle the Lessor to determine the lease and re-enter upon the land on take possession of the buildings constructed by the Lessee And it is hereby agreed and declared that the Lessee will pay the enhanced

B. S. J. S. S.
 Additional Director
 Industries Department
 Andhra Pradesh Hyderabad

Satish Mohan Lalumani contd.... 7*

premium and annual rents of the plots in the Industrial Area, Azamabad, Hyderabad. IT IS HEREBY AGREED AND DECLARED by and between the said parties to these presents that the said lessee shall be at liberty during the last three months of the term hereby granted provided he shall have observed and performed all the covenants and conditions herein contained and on the part of the lessee to be observed and performed to remove at his own expense in all respects the buildings erected by him upon the demised premises on the express condition which is hereby agreed to on the part of the said lessee that such removal is completed and the ground cleared, levelled and restored to a good state and condition to the satisfaction of the lessor before the expiration of the term hereby granted PROVIDED LASTLY AND IT IS HEREBY AGREED AND DECLARED THAT THE Lessor and other lessees tenants and employees if duly authorised by him to do so shall be at liberty at all times from time to time hereafter to make construction and use Railway sidings and Tramways and to construct any building of every description whether warehouses, factories, foundaries or otherwise on the surrounding lands and either in such buildings or otherwise to manufacture store handle in garble and deal with goods and produce of every description whether mineral, vegetable or otherwise and to carry on any business connected with or incidental to the trade of the city of Hyderabad or manufacturers or raise the height of any buildings on the said surrounding Land notwithstanding that by reason of any of the matters above referred to or any and nuisance or annoyance arising therefrom the light and air of the view or prospect or the conveniences or comfort now or hereafter erected thereon may be effected AND NO claim whatever by way of compensation shall be made in respect of any such matters IN WITNESS WHEREOF THE lessor and the Lessee have hereunto set their hands and seals, the day and year first above written.

The Scheduled above referred to

all that piece of land containing by admeasurement 3317 sq. yards acres or thereabouts bearing plot No. 27/2 in the Industrial Area, Azamabad and bounded on the North by Public road & South by Public road & West by Plot No 27/1 land to M/s. Meco Industries East by Plot No 27/3 land to M/s. Gundar & Co.

Signed and delivered by the Lessor represented by the Additional Director of Industries, Industries Department in the presence of:

1. *[Signature]*
By, Director Industries

2. *[Signature]*
By, Director Industries

Signed and delivered by the Lessee in presence of:

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

[Signature]
Additional Director
Industries Department

WITNESS

1. *[Signature]*
2. *[Signature]*
3. *[Signature]*
4.
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