

INDIAN JUDICIAL

200

200

TWO HUNDRED RUPEES

No 15812 - 2-8-59 - 10000
old Charge V.I.C.
to I.V.M. from Goldenrod
Wm. Vincent - C.R. 4 - H-7

A. Ramchander
STAMP VENDOR
CITY CIVIL COURT
SECUNDERABAD-A

LEASE DEED

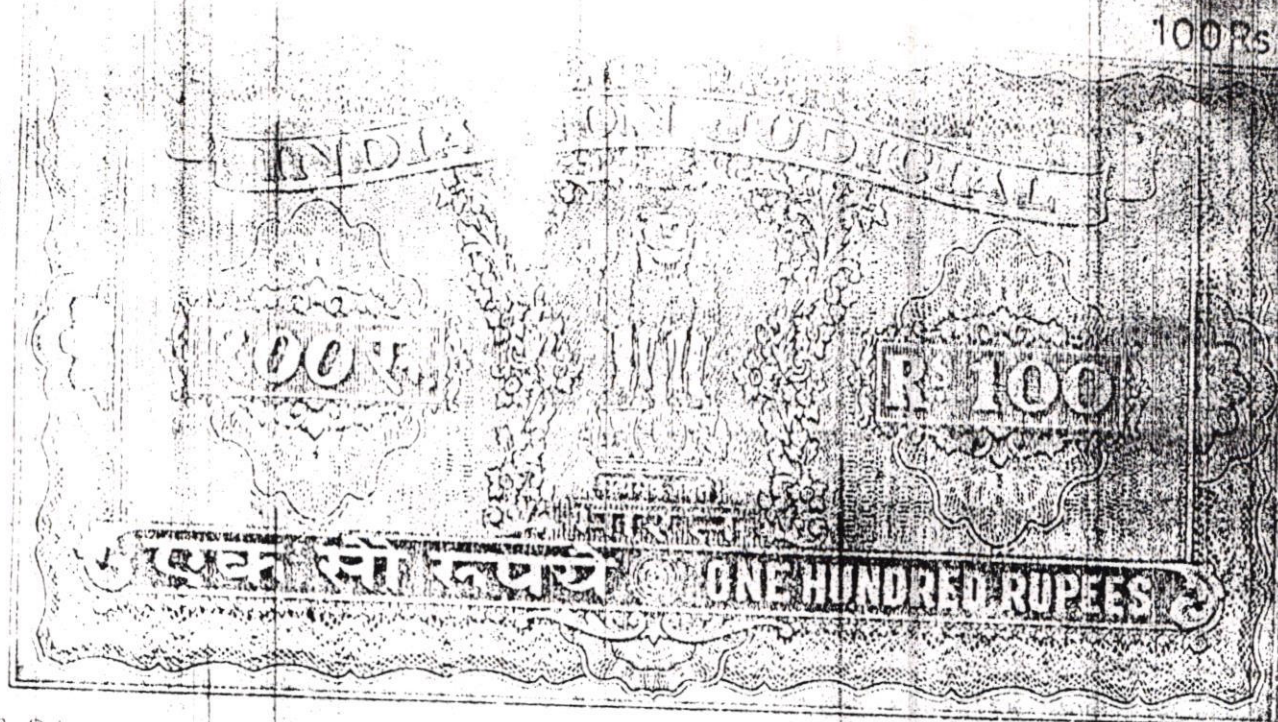
This indenture made this 10th day of September 1981 BETWEEN THE Governor of Andhra Pradesh represented by the Additional Director, Industries Department (hereinafter called the "Lessor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office or representatives) of the one part AND M/s. Vignajit Casting and Engineering Works, Plot No. 26/2, Industrial Area, Azamabad, Hyderabad (hereinafter called the "Lessee" 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.26/2 of the Industrial Area at Azamabad, Hyderabad and hereafter more fully described.

AND WHEREAS the said piece of land is land is free from all incumbrances and the Lessor is entitled to grant a lease

Satish maha:- Pravina. S. Vagari

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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 purpose of erecting thereon Casting and Engineering Industry. The Government have accorded permission vide their Memo No.1024/I.F.Cell/78-5 dated, 13/6/1979 ^{and Vide Adm.Dr.No.371/TAA/71 dt.18-5-81.} for the transfer of the lease hold rights in favour of M/s.Viswajit Casting and Engineering works, a partnership firmin plot no.26/2 I.A.A.Hyderabad.

English Male Bourm. & de Jui.

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SEVENTY FIVE RUPEES

B. Ramchander
ST. JAMES VENDOR
CIVIL COURT
FEBRUARY 2, 19

- 3 -

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.26/2 during the said term the yearly rental of Rs.85/- clear of all deductions and on 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 proviso hereinafter contained a proportionate part of the said rent for fraction of the current year upto the day of such re-entry AND THE lessee DOETH HEREBY COVENANT WITH the Lessor that the Lessee

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will during the said term pay the office of the Lessor 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 in respect
of the said plot No.26/2 Industrial Area, and any buildings for
the time being standing on the said piece of land or any part there-
of And the Lessee hereby agrees that he will not add to or alter
the said buildings and conveniences either externally or interna-
lly 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 enhancement or of a fine or premium
by the Lessees) 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 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 so far as sanc-
tion in writing to any deviation therefrom shall be given by the
Lessor and PROVIDED THAT in making any such additions or altera-
tions as aforesaid, all such directions as may be given by the
Lessor of 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 rec-
tify the works or such portion thereof as may be necessary in
accordance with such notice PROVIDED ALSO that all notices, consents
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and approvals to be given under this lease shall be in writing and (save as to such notices as are herein otherwise provided for) shall be signed by the Additional Director of Industries, Industries Department for the time being or his assistant as the case may be and shall 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 DOETHIEREBY 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 conform to all such rules and regulations of the Lessor or 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 and 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 DOETHIEREBY 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 and kept in good and

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substantially repair ~~the same~~ (including all usual and necessary internal and external paintings colour and white washing) 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 forth-with recoverable as arrears of land Revenue and the Lessee DOTH HEREBY FURTHER COVENENT 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 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 of all defects and of all defects and wants of repair there found to give or leave notice in writing on or at the said premises for the said lessee to repair the same within three calendar months next after such notice within which such 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 Lessee or the said Engineer AND ALSO will not cut or gain 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 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

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Lessor for that purpose first had and previously contained
in writing and ALSO will not without the previous consent 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 judge-
ment of the Lessor be or grow to be a nuisance or a disparege-
ment 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 sign Boards, ~~etc~~ *skysigns* or advertisements 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, *skysigns* or advertise-
ment or permanent or temporary attachment shall have been pre-
viously approved by the lessor *of the said engineer and the*
said lessee doth hereby purchaser covenant with the
lessor that the lessee will brought
through the said terms Keep all the every
buildings & buildings already erected or which may be erected
on the said land excluding foundations and ~~plinth~~ *plinth* insured
in the Joint names of the lessor and of the less to the full
~~insurable~~ *insurable* value thereof against loss of or damage by fire in
some insurance office to be approved of by the Lessor for the
time being and when thereunto required will produce the current
year's receipt for the promise of such insurance to them or
him 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 layout under the direction of the

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and Engineer shall... which shall be...
virtue of any such insurance in re-building or...
the premises destroyed or damaged AND if such money 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
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 hurricanes 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 other-
wise has happened AND also will be the expiration or sooner
determination of the said term (subject to the proviso herein-
after contained entitling the Lessee to remove the buildings
standing on the demised land in the event hereinafter mentioned)
wholly deliver unto the Lessor the said demised premises toge-
ther with all buildings and erections which shall have been built
thereon during the said term in such good and substantial repair
and conditions and so maintained, paved and cleansed as afore-
said and in all respects in such state and conditions shall be
consistent with the due performance of the several covenants
hereinbefore 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 demise." 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 reenter open the land and take
possession of the buildings constructed by the lessee and that
the lessee or the un-authorized sub-lessee shall not be entit-
led to any compensation towards amounts spent by them either
on improving the plot or on structures etc., in case of such

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determination of the Lessee.

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 Industries 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 thereon this lease shall determine and all rights of the said Lessee shall absolutely determine AND THE LESSOR DOETH HEREBY COVENANT with the Lessee that the Lessee performing and observing all the covenants hereinbefore contained any 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 or take possession of the buildings constructed by the Lessee and it is hereby agreed and declared that the Lessee will pay the enhanced 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 term of the lease to erect and construct buildings on the said premises 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 expenses in all respects the buildings erected by him upon the demised premises on the express conditions 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

at all times from time to time hereafter to make construction and use Railway Sidings and Trways and to construct any building of every description whether warehouses, factories, foundries or otherwise on the surrounding lands and either in such buildings or otherwise to manufacture store handle in a 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 manufactures or commerce thereof and shall also be at the liberty to alter or raise the height of any buildings on the said surrounding lands notwithstanding that by reason of any of the matters above referred to or any nuisance or annoyance arising therefrom the lights and air of the view or respect or the convenience or comfort now or hereafter erected thereon may be affected AND NO CLAIM whether by way of compensation shall be ~~made~~ 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 Schedule above referred to

all that piece of land contained by the admeasement 24000 sq. yds or thereabouts bearing plot No. 25/2 in the Industrial Area, Azamabad,

land bounded on the North by ^{Public Road &} KTC channels . West by Plot 25/2 to Kherani ^{public} ^{ry.}
south by ^{Public Road &} KTC channels East by Plot no 27/1 land to Kherani Industries

Signed and delivered by the Lessor represented by the

Director of Industries, Industries Department in the presence of

1. *[Signature]*
2. *[Signature]*
Witnessed by the Lessee in presence of

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

(PRAVINA DESAI)