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INDIA NON JUDICIAL

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347
M. Z. RASITH SIDDIQUI
SUB REGISTRAR
Ex Officio Stamp Vendor,
Court Compound,
Secunderabad.

AGREEMENT OF LEAVE AND LICENSE: executed at Secunderabad, on this 1st day of May, 1994

by and between:-

hereinafter referred to as the "LICENSORS"

(2) M/s. Everest Motor Works, represented by its Managing Partners Shri Ashok M Thakrar son of Shri Mangabhai Thakrar, aged 40 years, resident of Flat No. 36, Shanti Apartments, P. G. Road, Secunderabad 500 003, and Shri Parulaj Daya, Son of Shri Anuttal Daya, Aged 41 Years, resident of 97/A Hyderabad, 2nd Floor, Om Chiranjivi Club House, Secunderabad 500 003, hereinafter referred to as the "LICENSEES"

Schulze

The Licensors are the lessees of Land bearing Plot No. 26/2, admeasuring 2,400 Sq. Yds. situated at Industrial Area, Azamabad, Hyderabad 500 020, by virtue of a Lease Deed, dated 10th September 1981. The Licensors have also erected Sheds, dug a well, borewell, laid Water and Electricity Supply connections and have been carrying on the business of manufacture and sale of Iron Castings, Pump Sets and Coach Building on the said Plot. The Licensors have not been able to fully utilise the capacity of the Unit and facilities due to various reasons.

The Licensees have requested the Licensors to grant a License to utilise the facilities available in the business of M/s. Vishwajeet Casting and Engineering Works, Industrial Area, Azamabad, Hyderabad.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. The Licensees are hereby granted a License to utilise the facilities available on Plot No. 26/2, Industrial Area, Azamabad, Hyderabad 500 020 including the Sheds, Water and Electricity connections etc.
2. The Licensees shall be entitled to use the Trade Name M/s. Vishwajeet Casting & Engineering Works.
3. In consideration of the License granted the Licensees shall pay a License Fee of Rs. 25,000/- (Rupees Twenty Five Thousand Only) per month to the Licensors.
4. The License Fee shall be paid regularly for each month on or before the 5th day of the same month.
5. The License shall commence with effect from 1 st May 1994.
6. The Licensees is empowered to use the Sheds and other facilities for an automobile work shop and general engineering works.
7. The Licensees shall apply for and obtain all necessary permissions etc., necessary for carrying on the said activity at their cost.
8. The Licensees shall be exclusively liable to pay Water and Electricity consumption charges.
9. The Licensors shall not be liable for any loss that may be caused to the Licensees.
10. The Licensees shall not have any right or interest in the tenancy in respect of the said Plot and the Tenancy rights shall exclusively belongs to the Licensors.
11. The Licensee has paid Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) as earnest money deposit towards License Fee which shall not carry any interest and shall be refunded on the expiry of Licensee for which a separate receipt is been given acknowledging the said amount.

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12. The Licensee shall be entitled to raise any structure on the said Licensed premises at his own cost expenses, which shall be property of Licensee. The said additional status, shall be removed by the licensee on the expiry of License.
13. The Licensees shall reimburse the Licensers for all payments in respect of the tenancy of the said plot by way of rent property tax etc., to the Municipal Corporation or any other State, Central or Local Authority.
14. This License shall be valid for a period of 3 years with effect from 1st May 1994. Thereafter the License shall be extended further on .
15. The period of License is renewable thereafter every three years, on mutually agreeable terms, with an increase in the License fee by 20% compounded at the end of every three years.

IN WITNESS WHEREOF, the Licensors and the Licensees have signed these presents on the date and the place mentioned herein above in the presence of the following Witnesses.

[Signature]
[Signature]

WITNESSES

1.

LICENSORS

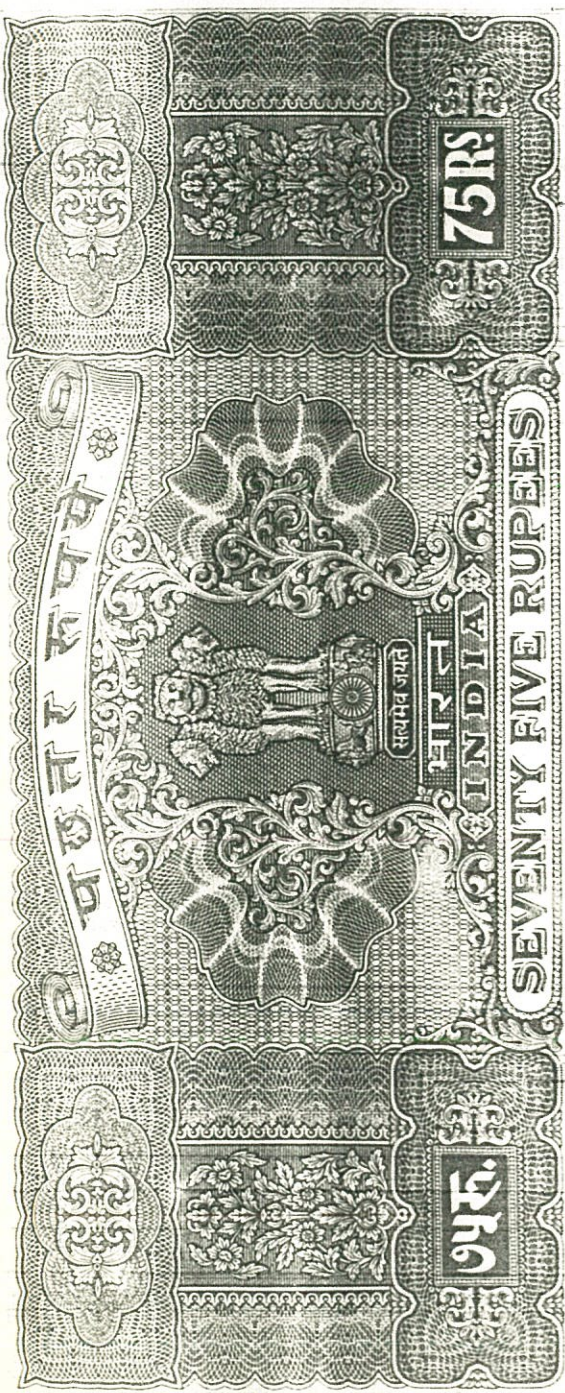
Satish Moh

2.

LICENSEES.

[Signature]
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75 RS.



No. 582 Date 29/12/2019 Rs. 75/-
Ad to Secy (Genl) Secy (Genl) Secy (Genl)
at whom 012 011 012 011 012 011 012 011 012 011

[Signature]

M. Z. BASITH SIDDIQUI
SUB REGISTRAR
Ex Office Stamp Vendor
C. P. S. Office, Secy (Genl),
C. P. S. Office, Secy (Genl),

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP entered into BETWEEN:

M & M ASSOCIATES, owners of the business "M/s Viswajeet Casting & Engineering Works", represented by its Trustee, Satish Modi son of Late Sri Manilal C. Modi, aged about 49 years, residing at 1-10-72/2/3, Begumpet, Hyderabad - 500 016, known as the FIRST PARTY.

AND

M/s. Everest Motor Works, represented by its Managing Partners Shri Ashok M Thakrar son of Shri Maganbhai Thakrar, aged 40 years, resident of Flat No. 36, Shama Apartments, P.G. Road, Secunderabad 500 003 and Shri Pankaj Daya, Son of Shri Amritlal Daya, Aged 41 Years, resident of 97/A Hyderabad, 2nd Floor, Opp. Gujarati Club House, Secunderabad 500 003 known as the SECOND PARTY.

That the First Party has been running a Factory for Manufacture and Sale of Iron Castings, Pump Sets and Coach Building in plot No. 26/2 in Azamabad Industrial Area, Hyderabad - 500 020 Andhra Pradesh and earned lot of GOODWILL.

WHEREAS the Second Party desires the First Party to develop industries.

HENCE THE FOLLOWING TERMS AND CONDITIONS are agreed by and between the Parties:-

1. That a portion of the said Building consisting of; 10,000 sq. ft. of Industrial shed, a well, a bore well, electricity and water connections and land measuring 2400 sq. yds. shall be provided by the First Party

[Signature]
Sub Registrar

[Signature]

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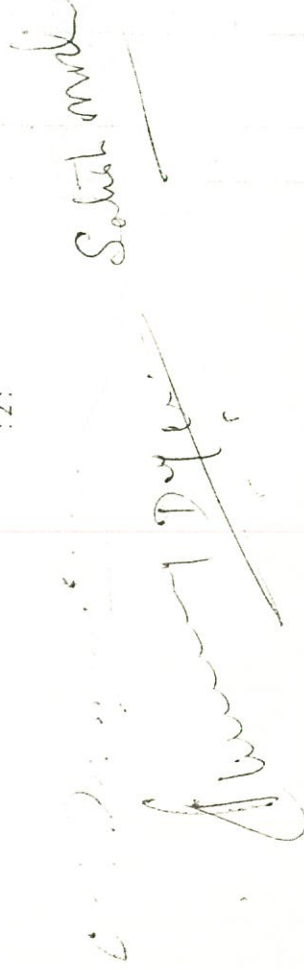


No. 5578, dated 23/11/56, for Rs. 75/-
sold to Shri. S. C. K. V. P. A. N. T. N. S. Sec. 10, P.O.
for whom P. & D. P. S. C. 10, P.O. H. 10


M. Z. BASITH SIDDIQUI
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Cantonment Road,
Lucknow.

- temporarily 'On Trial Basis' Free of Rent to the Second Party for the purposes of Industry as their asset under the Conditions embodied below:
2. That the Second Party shall install the Plant and Machinery at their own costs as their assets in the said Partnership Business.
 3. That the First Party will not have any claim or claims over the assets of the Second Party and vice versa and further water charges, conservancy, electricity charges and all taxes relating to the Business shall be borne by the Second Party, and further the responsibility for the payment of Municipal Property Taxes and other Taxes, if any, shall be payable by the First Party. The Second Party shall bear the expenses for the maintenance of the premises.
 4. That the whole capital in the said concern for M/s. Everest Automobiles, shall be invested by the Second Party. In no case the First Party shall be held responsible for any loss of assets etc., towards the Partnership Business.
 5. That it has been settled by and between the parties that the Second Party shall pay to the First Party Rs. 3,00,000/- (Rupees Three lakhs Only) yearly towards their share of NET PROFIT per year by monthly installments of Rs. 25,000/- (Rupees Twenty Five Thousand Only) and the First Party is not entitled to any other profit or remuneration other than herein before stipulated. The Second Party shall increase the share of NET PROFIT payable to the First Party by 20% every three years. If the Second Party fails to pay the said profits i.e., the fixed two installments continuously, the First Party is entitled to terminate this Agreement and claim the due amounts with the losses and damages, if any, and run the Business by himself. In no case the Second Party shall be entitled to claim any right or interest in the premises. In case,

2:


S. C. K. V. P. A. N. T. N. S.

75 RS.



No. 5572 Date: 25/10/70 Rs. 75/-
id to Government of India, New Delhi
r who is D. D. Assistant Secy.

[Signature]
M. J. RASATH SIDIQUI
SUB REGISTRAR
Ex Office Stamp Vendor
C. O. Compound,
C. O. Head.

if there is any misunderstanding between the Second Party and First Party, the Second party should not stop payment of Profit to the First Party.

In case, if the Second Party stops payment of Profits to the First party, the First Party shall have the right to evict the Second Party within two months from the date of default of payment of Profit in full to the First Party.

6. At the first instance, the Partnership shall be for a period of 3 years which may be extended for a further period by mutual consent of the parties. At the termination of this Partnership, the Second Party shall deliver the vacant possession of the premises occupied to the First Party in sound condition, after full and final settlement of accounts and full settlement of the claims of the Electricity Department or on termination of the agreed period of the Partnership, provided above. The Second Party shall be liable for the payment of monthly installments to the First Party by the mutual understanding if the period is extended by mutual consent. The Second Party will have the rights to take all their assets while vacating the premises.

8. The Second Party has paid Rs. 2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) towards the advance without interest to the First Party and the same shall be returned only after the end of the above period or at the termination of the Partnership, whichever is earlier.

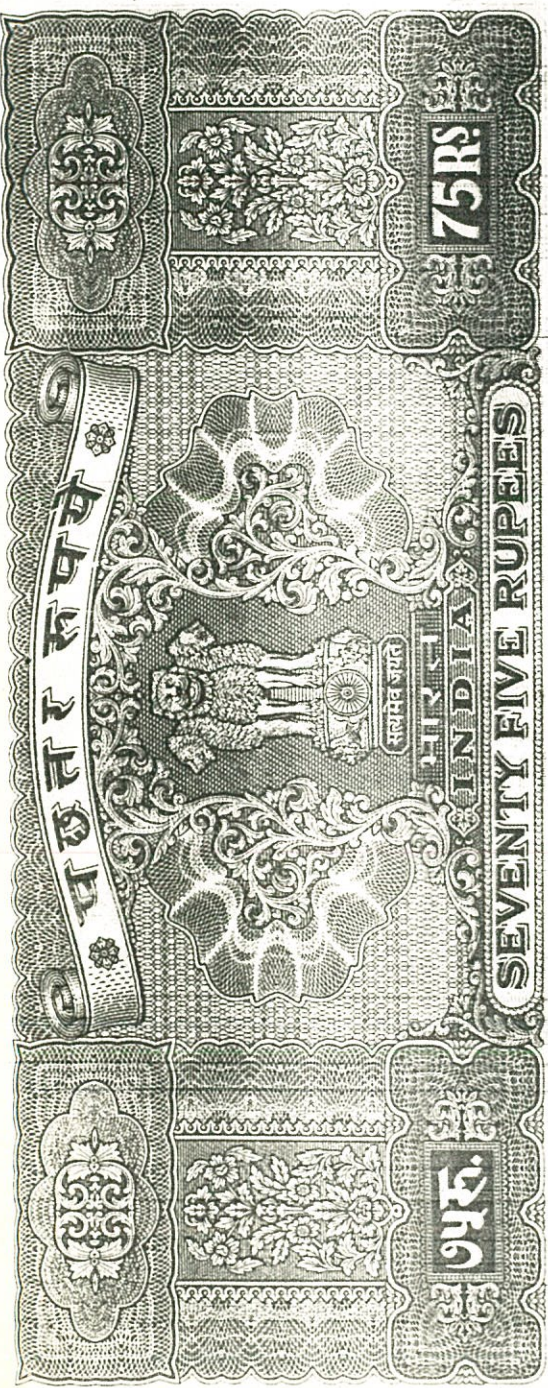
9. This Agreement may be terminated by any Party as the case may be by giving a six months notice in writing before the expiry of the period and the period of this Agreement may be extended only by express mutual consent, and if the Second Party wants to vacate the premises any time before the expiry of the period then it shall be incumbent to give an advance notice of six months of his intention in writing to vacate.

:3:

[Signature]
Sathish mal

[Signature]

75 RS.



No. 580 Date 24/5/94

Ad to ...

at whom ...

[Signature]

M. Z. BASITH SIDDIQUI
SUB REGISTRAR

Ex Officio Stamp Vendor
Cantonment Road,
Hyderabad.

10. That the terms and conditions of this Partnership shall be binding on both the Parties, their heirs, successors, administrators, assignee, legal representatives etc., respectively.

11. That the Parties have commenced this Partnership with effect from 1 st May 1994.

IN WITNESS WHEREOF, the Parties have set their hands on this ____ day of ____ 1994.

WITNESSES

1.

2.

FIRST PARTY

S. L. Mohan

SECOND PARTY.

[Signature]