

5000Rs.



LEASE DEED

This indenture made this 4th oct. day of
one thousand nine hundred and ninty six between the
SECRETARY, Patna Industrial Area Development Authority,
Patna (hereinafter called the LESSOR, which expression
shall where the context so admits or implies include his
successors in office and permitted assigns) of the one
part.

AND

M/S PINAX STEEL INDUSTRIES PVT.LTD. through Director,
Sri Sanjay Kumar Khemka S/o Sri Murlidhar Khemka, 14,
Patliputra Colony, Patna - 13, P.S. Patliputra Patna is
authorised to sign vide Board of Directors resolution
passed on 29.05.96 (here in after called the LESSEE,
which expression shall where the context so admits or
implies include his successor, legal representatives and
permitted assigns) of the other parts.

Saviley Venu Vcey

for



10430

36
24.9.96



Lease

प्लॉट पोखरण, 40430

M/s Pinax Steel Industries Pvt.
Through Sanjay Kumar Khemka (Director) Lt. A.
S/o Mr. B. D. Har Khemka
प्लॉट पथपुरा, सुल्तान
पिन-13

24.9.96

5000Rs.

INDIA NON JUDICIAL

₹ 5000

R\$ 5000

सत्यमेव जयते

भारत

पाँच हजार रुपये

FIVE THOUSAND RUPEES

AND

WHERE As the lessee M/S Vijaya Industries Pvt. Ltd. finding himself/themselves unable to run the Industries on the leased premises due to their personal inability in running the Industries, surrendered the shed and land leased to him and deposited the original registered deed of lease in the office of the lessor and ceased to be the lessee of the said premises and requested the lessor to cancel the said lease and with a request to lease out the said premises to " Pinax Steel Industries Pvt. Ltd" Patna for establishment of unit over the same if at all possible. The lessor has treated the said lease as cancelled as desired by the said M/S Vijaya Industries and M/S Vijaya Industries has now no right, title, interest or possession what so ever ~~over~~ ⁱⁿ the said premises either in the capacity of a lessee or in any other capacity and the lessee has also applied for lease of schedule - I premises showing the need and requirement of the said premises and the authorities of the lessor after considering and finding the lessee in need and requirement of the schedule - I premises allowed the allotment of the said premises in the name of " Pinax Steel Industries Pvt. Ltd. and the lessor has also issued letter no. 318 dated 23.02.96 in the above regard which is also within the full knowledge of the proprietor / partners of said previous lessee M/S Vijaya Industries Pvt. Ltd. and has been allotted the SHED AND LAND described and specified in part I of the Schedule

5000Rs.



appended hereto with all rights easements, privilage and appurtenance thereto belonging to LESSOR, except and reserving to the LESSOR all mines, minerals in and under the said shed (with land) or any part thereof for establishing of factory (for the manufacture) of Steel Re-Rolling Mills.

NOW THIS INDENTURE WITNESSETH

In consideration of the payment to the LESSOR by the LESSEE the premiums or salami of Rs.1,07,789.26 (Rs. One Lac seven thousand seven hundred eighty nine & paise twenty six only) @Rs.31.18 (Rs Thirty one & paise eighteen only) for 3457 sq.ft. for covered space and Rs.1,49,540.85 (Rs.One lac forty nine thousand five hundred forty & paise eighty five only) for 13028 sq.ft. for open space @ Rs.5,00,000/- per acre calculated on adhoc basis for the VII/2 type shed and land in industrial estate including proprtrionate development cost of the area on or before the execution of these presents and of the rent hereby reserved and of the covenants and agreement on the part of the LESSEE fully mentioned in part II of the schedule which too is integral part of this deed, The LESSOR doth hereby demise unto the LESSEE all that the SHED AND LAND mentioned and described in part I of the schedule of this deed.

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4/10/21



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INDIA NON JUDICIAL

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पांच हजार रुपये FIVE THOUSAND RUPEES

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a) Shed No. VII/2 (b) situated in Industrial Estate Patna Industrial Estate bounded on the North 40' wide Industrial Estate Road South 40' wide Industrial Estate Road East VII/1 Industrial shed West VIII/1 Industrial shed (c) Covered Area Shed size 3000 sq.ft. length 60' Breadth 50' Area 60X50=3000sq.ft.

(e) Space on front length 35'6" Breadth 70' Area 35'6" X 70'
sq.ft. 2485 sq.ft.

(g) Side open land 743 sq.ft.

(h) Total open space $2485 + 9800 + 743 = 13028$ sq. ft.

(i) Open space + Covered space = Total area 3457 sq.ft. + 13028 sq.ft. = 16485 sq.ft.

(j) Industrial Survey Khata Area village pargana District Thana
Shed
No. Plot No. No.

VII/2 -- -- 16485 Digba Azimabad Patna Phulwari
ing cloth man of the District sariff

Tracing cloth map of the Plots of Land/Shed in two copies have been enclosed hereby duly verified and signed by the Development Officer, Industrial Area Development Authority, Patna.



5000Rs.



PART II

TERMS AND CONDITIONS OF THE LEASE

1. That the lease of shed and land detailed in Part I of the schedule is given for ninety years from the date of possession i.e. 04.06.96 to the LESSEE by the LESSOR subject to renewal at the option of either party for such period as may be mutually agreed upon.
2. That the LESSEE would pay to the LESSOR the proportionate cost of development of shed and land so leased which would include the cost of construction of roads for communication purpose laying of sewerage and water pipes, construction of electric lines etc. and such other expenditure as may be decided to be part of the development cost by the LESSOR. The decision of the lessor as to what would constitute to the development cost, would be final. Such cost would be subject to revision by the LESSOR periodically and the revised cost would be applicable to LESSEE applying for shed and land after such revision of cost.
3. That in case the actual cost of the development if any can not be finally determined for any reason at the time the LESSEE is put in possession of land and shed, the LESSEE shall pay the tentative cost of development as may be fixed by the LESSOR and shall also execute a bond in favour of the LESSOR UNDERTAKING to pay on demand the balance of the cost of development of the shed and Land as and when finally determined by the LESSOR on the basis of actual cost of development along with such other dues if any that may be found to be payable by the LESSEE in terms of lease.
4. That the LESSEE shall pay annually with effect from date of possession of the shed i.e. dated 04.06.96 to the LESSOR or their nominee as ground rent at the rate of Rs.2/-per thousand sq.ft. for 16485 sq.ft. for ground space which comes to Rs.33/- (Rs. Thirty three only) and further at indicated clause 4(1) payable. The said ground and maintenance cost is liable to be double after four years

Savitri Kulkarni

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and thereafter, revised after every 20 (Twenty) years in accordance with the provisions of LAW OR ANY RULES FRAMED BY GOVERNMENT OF BIHAR or the Patna Industrial Area Development Authority as the case may be in force for the time being and in the absence of any such law or rules, as may be fixed by the lessor.

4(1) That the LESSEE shall also pay annually to the lessor or its nominee/successor or assign as the case may be an maintenance charge the sum of Rs.946.10 only calculated at the adhoc rate Rs.2500/-(Rs.Two thousand five hundred) only per acre in one instalment on or before 31st March every year. In case of failure or default on the part of the LESSEE so to pay the said amount in said manner the LESSEE shall have to pay interest and penal interest @12% or the current rate of interest payable to the bank which ever is higher. Such charges is liable to be revised if and when the Government instruction in this regard is obtained or on th basis of actual cost of maintenance the charges thus raised would binding on the LESSEE.

5. IF and whenever any part of the instalment, annual rental and/or development cost maintenance charge hereby reserved shall be in arrears, the same may be recovered from the LESSEE as an arrear of land revenue under the provision of the Bihar Public Demand Recovery Act 1914 or such other Act as may be in-force for recovery of dues. The LESSOR also reserves its right to forfeit the lease of allotment of shed and land to enter upon the same and to realise the said amount by sale of the structure and other things standing and found in the shed and Land and from other properties (movable and immovable) belonging to the LESSEE debtor. Not with standing anything contained in aforesaid sub-clause the LESSOR shall have the right to terminate the lease granted to the lessee and to resume the same to itself and enter upon the shed and land in the event of the failure of the lessee to pay any sum or part thereof that has become due for payment on any account whatsoever under the terms of this deed. The LESSOR shall give a notice in writing to the LESSEE, of its intention to terminate this LEASE and to resume the same to itself if

Sd/- Secy. Land Revy.



5000Rs.



all the dues as aforesaid are not paid along with interest up-to-date payment within a period of sixty (60) days of the issue of the said notice. If the LESSEE fails to pay the LESSOR the aforesaid dues in full within the said period of sixty days, the lease of the shed and land in favour of the LESSEE shall automaticall stand terminated and resumed in favour of the LESSOR with effect from the date on which the aforesaid period of sixty days has lapsed. It shall then be the duty of the lessee to immediately deliver the possession of shed and land to the LESSOR free of all Encumbrances and all amouts paid by the LESSEE to the LESSOR under the terms of this Deed shall stand forfeited to the LESSOR, and the LESSEE shall have no claim whatsoever hereon, and or for any compensation whatsoever.

6. The LESSOR and the LESSEE hereby covenant and agree as follows:-

1) That the LESSEE will not assign mortgage, underlet or part with the possession over the SHED AND LAND or any right or interest therein or in respect there to, without the previous consent of the LESSOR or his nominee in writing, provided that, in case of registered small scale industries, no separate permission will be requiried to be obtain by the LESSEE for mortgaging it with any financial institution for raising Loan for their purpose of the Industry for which the shed and land was allotted. And in thatcase the dues of the Industrial Area Development Authority, Patna shall also be a first charge on the properties under mortgage "PARI PASSUE" with the charge of the Financing Institution. Further, the properties offered as security against the loan of the Financing Institutions should be adequate to cover the full dues of the LESSOR as well as the loans given by the Financing Institution. In that case the also the Industrial Area Development Authority, Patna will retain "PARI PASSUE" (First) interest with the Financial institution.

Sealed & Signed



5000Rs.



ii) No change in the lease, proprietorship or partnership, if it is private limited or unlimited company or a registered or unregistered firm shall be made and nor shall recognised without the previous written consent of the LESSOR or his nominee.

iii) If the LESSEE assigns its lease hold interest with the written consent of the LESSOR in the shed and land described in part I of the schedule hereunder written, the assignee shall duly get his/its or their name or names registered with the LESSOR or his nominee within four calendar month after obtaining possession of the holding and will possess and use the land and be bound by all term, covenants and conditions herein contained.

iv) That if subsequently any part or parts of the said SHED AND LAND is/are required by the State Government or the Industrial area Development Authority, Patna for a public purpose (of which matter the State Government of Bihar or the Patna Industrial Area Development Authority, shall be the sole judge) the LESSEE shall on being asked by the State Government or the LESSOR transfer to them such part or parts of the said Land as the State Government or the LESSOR shall specify to be necessary for the purpose, aforesaid and in consideration of such transfer the State Govt. or LESSOR shall pay back to the LESSEE a sum proportionate or equal as the case may be to the cost of shed and land and its development if any earlier realised from him together with compensation for the shed/land other structure erected to either with approval in writing of the LESSOR or his nominee on such part or parts of the shed/land at valuation to be determined by the State Govt. or the Managing Director, of the Patna Industrial Area Development Authority, on the report from a civil Engineering authorised by them in this behalf and the decisions of the State Govt. or the Managing Director, of Patna Industrial area Development Authority, ~~on the report from Civil Engineer authorised by them in this behalf and the decisions of State Government or the Managing Director, Industrial Area Development Authority Patna shall be final~~ and binding on the parties and shall not be questioned to any court or tribunal or before any Authority.





Provided that for the purposes of this sub-clause the State Govt. or the LESSOR would be entitled to resume only such part or parts of the land leased out to the LESSEE as were not actually being used for the purpose of the manufactures and are not essentially required of any purpose connected with the Industry.

v) If at any time the said land and shed or any part or parts thereof shall no longer be required by the LESSEE for the purpose, for which it is leased out to him, the LESSEE shall while selling or assigning the said shed and land or such part or parts as aforesaid, first make an offer of the same to the LESSOR at a price proportionate or equal, as the case may be to the cost of the shed/land and its development if any, realised earlier from him and he shall not take any sale or assign must thereof to any other party unless such offer shall have been declined by the LESSOR.

When such offer has been made by the LESSEE, LESSOR may accept it in respect of such part or parts of the shed/land so offered as it may deem fit and decline it in respect of the remainder.

When the first offer of selling or assigning the said shed/land or such part or parts thereof aforesaid has been declined by the LESSOR, the LESSEE while selling or assigning the said shed/land or parts thereof as aforesaid to any other party shall do so with prior approval of the LESSOR in writing.

vi) If the LESSOR accepts the offer made under the foregoing clause the LESSEE, shall be entitled within six months from the date on which acceptance is communicated to him to remove all fixtures and structures installation and all assets ~~erected~~ on the said land/shed or part thereof unless the LESSOR also wish to accept the standing fixtures in which case the LESSEE shall be entitled to compensation for those in accordance with the volition as indited in clause (iv) above or the State Government or the Managing Director, of the Patna Industrial Area Development Authority, on the report from on authorised Engineer/Officer



by them in this behalf and the decision of the State Government, or the managing Director, Patna Industrial Area Development Authority, shall be final and binding on the parties and shall not be questioned in any part of tribunal or before any Authority.

vii) That the LESSEE will not make any excavation upon any part of the said shed/Land hereby demised nor remove any stone, sand, gravel, clay or earth there from except for the purpose of executing any work pursuant to the terms of this lease.

viii) That the LESSEE shall at his own cost construct and maintain an access road, leading from the State/Authority Road to the said shed/land in strict accordance with specification and details prescribed by the LESSOR or his nominee.

ix) That no building or erection to be erected hereafter shall be commenced unless and until specification, plan elevations, sections, and details thereof shall have been submitted by the LESSEE in triplicate, for scrutiny of and be approved in writing by the LESSOR or his nominee.

PROVIDED that if the decision of the LESSOR or his nominee is not available within 45 days of the submission of the plan etc. it would be presumed that LESSOR or his nominee has no objection to the commencement of the building or erection, as the case may be.

x) Both in completion of any such building or erection and all the times during the continuance of this demise, LESSEE shall observe and conform to the building regulations and to all bye-laws, rules and regulations of the municipality or the Municipal Corporation as the case may be in-existence or to be formed by the Department of Industries Govt. of Bihar or the Patna Industrial Area Development Authority, or any other authority authorised by the Department of Industries to frame such rules or having authority in this behalf, and any other statutory rules or regulation as may be in force for the time being relating in any way, to the demised premises and building thereon.

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xi) The LESSEE reserves to itself the right to resume sheds in case the LESSOR does not undertake manufacturing work within 6 months is found utilising it otherwise than for manufacturing items approved by the Managing Director, Patna Industrial Area Development Authority,

Provided that the LESSOR may extend the period on the individual merit of the case. In the case of failure or default on the part of the LESSEE to do so by the stipulated date, the LESSOR will have the to challenge such order of the LESSOR. Right to take back the shed/land and LESSEE shall have no right to challenge such order of the LESSOR.

xii) That the LESSEE shall correctly mark and keep demarcated the boundaries of the said shed/land and point them out to the inspecting officers of the Government and the Industrial Area Development Authority, Patna.

xiii) The the LESSEE shall not, except with the written consent of the LESSOR or his nominee, use the shed/land for any purpose other than those specified above, subject to such restriction and conditions as may be enjoined by different laws which are or may be in force.

xiv) That the LESSEE shall use the shed/land for the specified purpose within a period of one hundred eighty days (six months) from the date Lease failing which the LEASE may be terminated and the LESSEE be evicted from the shed/land without notice. In case extension is required it can be granted within the description of the LESSOR.

xv) That the LESSEE shall provide reasonable facilities for living of the local people in his factory.

xvi) Other things being equal, the LESSEE shall give preference to the local people in employment in his Industrial Undertakings.

7. In case of breach by the LESSEE of any of the terms and conditions the LESSOR shall have right to resume and enter upon the whole of the said shed/land without payment of any compensation to the LESSEE and upon such re-entry, all and

Specimen Lease Deed



20 Rs.



11. That the LESSEE paying the annual rental maintainance charge and other charges and observing the several covenants and conditions contained in these presents, shall hold and enjoy the Shed/Land up to the terms of the lease without interruption by the LESSOR or by any person lawfully claiming under him.

12. That the LESSOR AND LESSEE shall have their right subject to the liabilities of LESSOR AND LESSEE respectively in accordance with section 108 of the Transfer of Property Act. 1882 except clause (1) & (P) thereof, and it is hereby declared that the LESSOR shall have the fullest liberty to postpone for any time, and from time to time any actions open to him under any of the powers exercisable by him against the LESSEE and to either enforce or for bear any of the conditions and covenants contained in these presents.

The cost and expense incidental to the preparation execution and registration of this lease deed shall be borne and paid by the LESSEE.

See page 11 and 12

11



In witness there of the common seal of M/S PINAX STEEL INDUSTRIES Pvt.Ltd. through Director Sri Sanjay Kumar Khemka S/o Murlidhar Khemka 14, Patliputra Colony, Patna - 13, has here unto been affixed and those presents signed

Witness

10/10

1. *M. Gupta*
2. **GHANSHYAM LAL GUPTA**
Director

Ripusudan Jha
Kurjee
Patna-10

Sanjay Kumar Khemka

For and behalf of
M/S PINAX STEEL INDUSTRIES PVT. LTD.
Industrial Estate, Patliputra
Patna-13

IN WITNESS THERE OF THE HAND OF SRI _____

Secretary, Industrial Area Development Authority, Patna has been affixed on the date and year first above written.

Witness

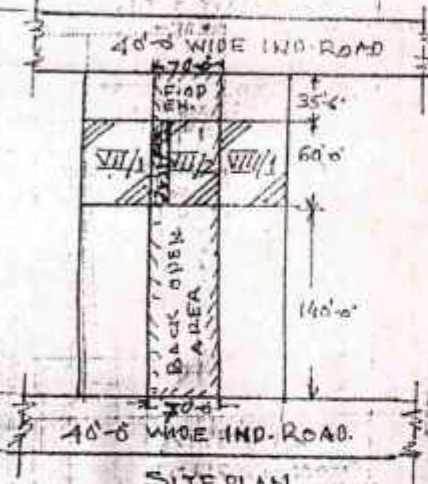
1. *[Signature]*
 2. *[Signature]*
(w/- 22/10/15)
- Shri STO 6210*
6210
(w/- 22/10/15)

[Signature]
Secretary
For and behalf of the
Industrial Area Development
Authority, Patna



INDEX PLAN SHOWS THE SHED ALLOTTED TO M/S PINAX
STEELS (PVT) LTD. 14, PATLI PUTRA, PATNA-13, IN SHED No. VII/2
PATNA INDUSTRIAL ESTATE, (PATNA) VIDE MEMO No. 01-

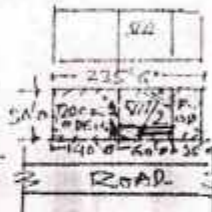
INDUSTRIAL SHED No.	AREA IN SQFT	VILLAGE	THANA No.	DISTRICT
VII/2	16485. sqft H	MANPUR.	PHULWARI SHARIF 16 2.	PATNA.



SITE PLAN
SCALE: - 1/2" = 100'-0"

BOUNDARY
NORTH - 40'-0" WIDE IND. ROAD.
SOUTH - 40'-0" WIDE IND. ROAD.
EAST - IND. SHED No. VII/1.
WEST - IND. SHED No. VII/1.

REFERENCE
 1. IND. SHED -
 2. ALLOTTED SHED.
 3. INDUSTRIAL ROAD -



PINAX STEELS PVT. LTD.
 May K. Singh
 Director
 PINAX STEELS (PVT) LTD.
 PATNA IND. ESTATE
 PATNA

DRAFTSMAN.

AREA INCHARGE
 (D. N. CHOUHARY)

DEVELOPMENT OFFICER.
 (A. K. SINGH)

PATNA INDUSTRIAL AREA DEVELOPMENT AUTHORITY (PATNA)