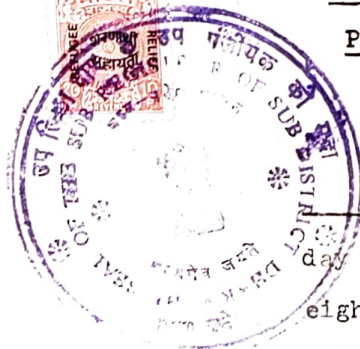
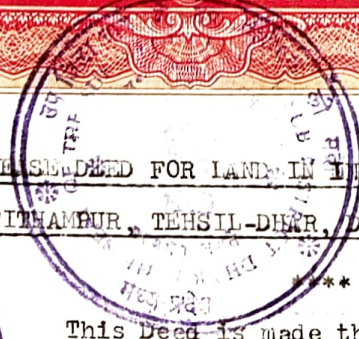


LEASEDEED FOR LAND IN INDUSTRIAL AREA III
PITHAMPUR, TEHSIL-DHAR, DISTRICT-DHAR (M.P.)



This Deed is made this 6th day of February 1986 (Sixth day of February One thousand nine hundred eighty six) between the Governor of Madhya Pradesh acting through the M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd. Indore (hereinafter called the lessor, which expression ~~or~~ shall, where the context so admits, include his successors in office) of the one part and Shri Dharmendra Yadav S/o Shri Shankarsingh Yadav resident of 16, Rasmandal Chhatripura, Dhar, Proprietor M/s. S.K.Yadav Engineering having its registered office at 16, Rasmandal Chhatripura Dhar (hereinafter called the lessee, which expression shall, where the context so admits, include his successors and permitted assigns) of the other

Baro
Sud
Baro
For S.K. Yadav Engineering
D. K. Yadav
Proprietor

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.

Contd. *Sy*
Manager

D. K. *S*
Proprietor



-2-

Whereas upon the request of the lessee, the lessor has agreed to grant to the lessee, subject to the terms and conditions, hereinafter specified, a lease of the piece of undeveloped land in the Industrial Area-III under development at Pithampur, Tehsil Dhar, District Dhar, comprising of an area, measuring approximately 1858 Sq. Metres or thereabout, situated in Industrial Area at Pithampur of Tehsil Dhar of the Dhar District, more particularly described in the schedule hereunder and for greater clearness delineated on the plan hereto annexed and thereon coloured red (hereinafter referred to as, 'the said land') for a term of 99 years commencing from the date of handing over its possession by the lessor for the purpose of construction and establishing thereon a factory for the manufacture of Sheet Metal Auto Parts and purpose ancillary thereto as specified in condition No.9 hereof (hereinafter referred to as 'the said business').

For M.P. Audyogik Kendre Vikas Nigam (I.) Ltd.

contd... 3
Manager.

Yadav Engineering
D.K. Yadav
Proprietor
D.K. Proprietor



-3-

AND whereas the lessee has agreed to take the lease on the said terms and conditions.

NOW THEREFORE this deed witnesseth and it is hereby agreed and declared as follows :-

1. In consideration of the premium and rent herein reserved and the covenants on the part of the lessee herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land to hold the same for the purposes of establishing and operating Sheet Metal Auto Parts manufacturing industry for a period of 99 years (ninty nine years) commencing on the date on which the possession of the said land is handed over to the lessee.

2. The lessee having paid to the lessor ^{for} the said land ~~for~~ the advance rent as prescribed under Rule 10 of Madhya Pradesh Industries (allotment of Sheds, Plots and land) Rules 1974 (hereinafter -

For M.P. Audyogik Kendre Vikas Nigam (I) Ltd,

Contd.4
Manager

D.K. Yadav
proprietor

D.K.
proprietor

For S.K. Yadav Engineer

Bansal
Secy

Bansal
Secy





-4-

referred to as the said rules) and he has paid to the lessor for the said land premium of Rs.15328.50 (Rs. Fifteen Thousand Three Hundred Twenty eight ^{8 paise} only) as security deposit equivalent to 3 years' rent. Thereafter, during the term of the lease, the lessee shall pay to the lessor the annual ground rent of Rs.92.90 p. (Rs. Ninty two and paise ninty only) and such other sums as may be determined in accordance with clause 3 hereunder on or before the 10th day of April of each year in the office of the Managing Director, M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd., Indore or at such place or places as the Managing Director may from time to time direct.

3. If the yearly rent of the land or any part thereof is not paid within one month after the prescribed date, Managing Director M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd. (hereinafter referred to as the Managing Director) may in the case of wilful default impose penalty not exceeding ten percent of the amount not so paid.

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,

Contd..... 47.5
Manager.

D.K. Yadav
Proprietor,

D.K.
Proprietor



-5-

4. The ground rent of Rs.92.90 (Rupees Ninty two and paise Ninty only) per annum shall be liable to be increased on the expiry of 30 years from the date of execution of this deed and also at subsequent intervals of 30 years, provided that the increase on each occasion may not exceed one quarter of the rent fixed for the preceding 30 years.

5. The lessee shall from time to time and at all times during the term of the lease pay and discharge except as aforesaid, all taxes, rates, assessments, and other charges and outgoings which are or may at any time hereinafter during the said terms be assessed, charged or imposed upon the said land/ premises whether on the land-lord or on tenant.

6. The lessee shall pay the charges for electricity, water supply, street lighting, maintenance charges etc. as determined from the meter readings or if there be no separate meter installed or if the meter becomes defective, as may be assessed by the manager, Incharge of the area or other competent

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,
Contd.....6

By
Manager.

For S.K. Yadav Engineer

D.K. Yadav
Proprietor

D.K. Y
Proprietor

plus two hundred
two & paise
(five only)
Annex. for

(K)

authority in this behalf. The lessee shall pay
Not less than Rs.232.25 p.^h
such charges including development fund/within 10 days
of the receipt of the bills by him. The decision
of the Manager under this clause shall be final and
binding on the lessee.

7. The lessee hereby agrees that he shall,
within a period of one year from the date of taking
over possession of the land, shall purchase the
necessary machinery, start the business and commence
production.

7 (a) The lessee shall submit to the lessor or
any officer authorised by him in writing from time
to time the plans and specifications for the said
construction for approval of the lessor and the
construction shall be in accordance with the plans
and specifications as may be approved by the lessor.
The lessee hereby agrees that he shall utilise the
complete land leased out to him hereunder for
implementation of project or for its expansion within
a period of three years for the above said purpose.



For S.K. Yadav Engineering
D. K. Yadav
Proprietor.
D. K. Yu-
Proprietor

For M.P. Audyogik Kendre Vikas Nigam (I.) Ltd.,

Contd. 47...7
Manager.

10. The lessee shall, at his own expense forthwith erect and at all times maintain, repair and kept ^{ep} in good condition all boundary marks and pillars alongwith the boundaries ^{cc} of the said land according to the demarcation shown in the plan hereto annexed.

A
B
C

11. The lessee shall keep the said premises, land buildings erected thereon in a condition fit for habitation and use and shall connect at his own expense the effluent channels with the underground drainage or surface drainage system which may be laid by the State Government or the Local Authority concerned. In case the construction of the underground or surface drainage could not be possible by the ^{State} Government or local authority, the lessee shall have to arrange the same at his own cost. The lessee shall comply with this condition to the satisfaction of the lessor. The decision of the lessor with regard to non-compliance of this condition shall be final and binding on the lessee.

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12. The lessee shall not sublet, assign or otherwise transfer the said premises/land or any part thereof or any building structure of work constructed thereon for any purpose whatsoever, except as provided in rule 20 of the said rules, without the previous sanction in writing of the lessor or any other officer authorised by him and even in that event the lessee shall give an intimation so as to reach to the lessor at least ten days in

Bond
For S.K. Yadav Engineering
D.K. Yadav
Proprietor

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,
Contd.....9

Manager.

advance of assigning the leasehold rights and also furnish a certified copy of the agreement/mortgage deed or any other document made with financial institution to the lessor within fifteen days of executing such document. This provision, however, does not permit anyone to earn premium out of the lease hold rights of the land leased out hereunder. The financial institution or any other authority will have to obtain prior permission of the lessor for anyway diverting benefits of the lease hold rights of the land leased out hereunder. Any violation of this clause shall automatically terminate this lease deed and decision of the lessor in that behalf shall be final and binding on all concerned.

13. The lessee shall not encroach upon the land adjoining to the said land and in the event of such encroachment, he shall be deemed to be trespasser and liable to be evicted therefrom. The lessor shall be entitled to recover from the lessee expenses, if any incurred for eviction of the lessee.

14. The lessee shall not carry on any offensive trade or business on the said land premises. The decision of the allotting authority with regard to what is offensive trade or business shall be final and binding on the lessee.

15. While using the said land premises, if the lessee causes any harm or injury to any person, he

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,

Contd... 10
Manager.

12 ✓
h
D.K. Yadav
Director

shall be liable to pay compensation or damages in the same manner as a tenant of land is generally liable to pay.

16. The lessee shall acquire no proprietary right or claim whatsoever over the said land.

17. The lessee shall comply with all acts, rules and regulations in force from time to time in respect of the working of M/s. S.K.Yadav Engineering.

18. The lessee shall continuously run, during the period of lease, the factory for which the land is allotted. Closure of the factory for a continuous period exceeding 6 (six) months without proper reasons to the satisfaction of the allotting authority shall be considered as a breach of the conditions.

19. The lessee shall during the said term keep the said land premises in a reasonable good condition.

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h
20. The lessor hereby covenants with the lessee that the lessee, paying the rent hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed, shall peacefully and quietly possess and enjoy the said land/ during the term of this lease without any interruption or disturbance of the lessor or any person lawfully claiming under him.

21. In the event of any dispute regarding lessor's title to the land leased out hereunder and/or in the event of such title being found defective, the lessor

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,

Contd....
Manager.

For S.K. Yadav Engineering
D. K. Yadav
Proprietor.

undertakes to acquire the land and bear the cost of acquisition.

22. If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for 6 calender months next after the date when the same shall have become due, whether the same shall have been lawfully demanded or not or if the lessee becomes insolvent and or goes into liquidation, voluntarily or otherwise or if there be any attachment on the said premises or there is a breach or non-observance by the lessee of any of the conditions and covenants herein contained and the lessee fails to remedy the breach within 60 days of the notice in writing given by the lessor or becomes insolvent or enters into an agreement with his creditors for composition of the industry, this lease will be deemed to have been terminated and the lessor may not withstanding the waiver of any previous cause or right of re-entry and without prejudice to any right or remedy of the lessor for recovery of rent remaining due under the lease enter upon the said land and repossess the same as if this demise had not been made.

23. The lessee hereby promises to obtain clearance from the M.P. Pollution Prevention & Control Board, Bhopal and/or any other competent authority and to treat and discharge the water/air effluents by -

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.
Contd.....12

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Manager.

Send For S.K. Yadav Engineering
D. K. Yadav
Proprietor.

installing the necessary plants and machinery and constructing the drainage at the cost of lessee, as to be directed by the M.P. Pollution Prevention & Control Board, Bhopal and/or other relevant authorities as well as the lessor prior to starting production in lessee's industry, failing which the lessor shall terminate the lease forthwith and the decision of the lessor in this respect shall be final and binding on the lessee.

24. The lessee shall plant at least fifty trees per hectare (10,000 Sq. metres) of the land allotted to him at his own cost and shall be liable to maintain them regularly. The lessee shall not be entitled to recover any expenses on this account. Failure to comply with this condition shall be deemed to be breach of the conditions of the lease deed.

25. On the expiry of the lease period or termination of the lease due to the breach of the conditions of the lease deed the lessor will have the right of re-entry over the land. On such re-entry, the lessor may pay to the lessee the premium/cost of acquisition paid by the lessee at the time the land was leased out to the lessee or the market value, whichever is less. The lessor may also subject to clause 8 and 13 hereof pay to the lessee the cost actually incurred by the lessee on the constructions standing on the land less their depreciation as determined by the Chief Engineer, Public Works Department (B & R) M.P. or the market value on the

date of re-entry as estimated by the Chief Engineer, Public Works Department, (B & R) M.P. whichever is less in case the lessor decides to take possession of the construction also. In case the lessor does not propose to take over the construction, the lessee shall be bound to remove them within the period fixed by the lessor. If the constructions are not removed within the period fixed, the constructions shall lapse to the lessor and no compensation on their account will be payable to the lessee by the lessor.

26. The lessee hereby promises that he shall establish and operate only the industry to manufacture Sheet Metal Auto Parts as he has been permitted vide letter No.10/11/03298/Prov./561 dated 9-8-84 of the Government of Madhya Pradesh District Industries Centre on the said land. Violation of this condition shall amount to breach of this lease deed and the decision of the lessor, in this context shall be final and binding on the lessee.

27. The lessee shall employ in his industry at least one person from the families whose land has been acquired for Industrial Area at Pithampur.

28. The lessor may at his discretion, if the lessee shall have duly paid the rent hereby reserved and observed and performed the condition herein - contained at the request and cost of lessee renew the lease as to be decided by the lessor.

For S.K. Yadav Engineering
D. K. Yadav
Proprietor

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,
Contd.....14

Manager.

(2) ✓ PROVIDED ^{that} THAT rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions herein contained as shall be applicable and such other conditions as may be thought necessary by the lessor.

29. The Lessee may surrender the leased area in part or whole by giving to the lessor 3 (Three) calender months' notice in writing of his intention.

30. All costs and expenses incurred or which be incurred for preparation, execution and registration of this lease, shall be borne and paid by the lessee, subject to such relaxations as may be approved by the lessor in this behalf.

(A) ✓ 31. IT IS FURTHER DECLARED THAT the lessee has deposited a sum of Rs.278.70 (Rupees Two hundred seventy eight and paise seventy only) as security in pursuance of clause 2 of this lease deed for the due payment of the rent and observance and performance by him of the several conditions herein - contained.

32. Upon breach or non-observance by leasee of any of the terms and conditions herein contained it shall be lawful for the lessor to forfeit the security deposit referred to in clause 31 above without prejudice to any right or remedy of the lessor in that behalf and to resume the possession of the land.

For M P. Audyogik Kendre Vikas Nigam (I.) Ltd.,

Contd... 15
Manager.

For S.K. Yadav Engineering
D.K. Yadav
Proprietor

33. The security deposit unless forfeited as aforesaid and after deducting all such sums as may be due to and recoverable by the lessor under these presents, shall be returned to the lessee after determination of the lease by efflux of time or otherwise.

34. Nothing herein contained shall be construed as giving the lessee any right or interest in the land and put in possession of the premises before the execution of the lease deed, he shall be deemed to be a licensee only.

A ✓
in

35. The lessee shall not effect any change/ amendment in its constitution especially with regard to ownership of its respective shares, without prior written consent of the lessor. Violation of this condition will result automatic termination of this lease forthwith - and the lessee shall be liable to pay per month one hundred times of the prevalent rent thereafter if the lessee did not handover possession of the land leased under this deed to the lessor and continued in possession. The decision of the lessor in this respect shall be final and binding on the lessee.

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36. In the event of any dispute arising between the parties in respect of the deed or on any matter whatsoever connected therewith, except in respect of the matters on which decision of the Managing Director/Manager is declared hereunder as final and binding on the lessee, the same shall be referred

Bene
For S.K. Yadav Engineering
D.K. Yadav
Proprietor

to the arbitration of Chairman M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd., whose decision thereon shall be final and binding on the parties.

37. Any notice required to be made or given to the lessee hereunder shall be deemed to have been duly served on him if sent by the Managing Director, M.P. Audyogik Kendra Vikas Nigam (Indore) Ltd., M.P. or any other officer authorised by him in this behalf, through post by registered letter addressed to the lessee at the premises of the said business or at registered office of the firm, failing above if it is affixed at the entrance of the said land/premises in the presence of two witnesses.

38. The Managing Director or any other officer whom the power of allotment have been delegated will also be competent to terminate the lease deed on behalf of the lessor.

39. All sums recoverable under this deed may be recovered as arrears of land revenue.

SCHEDULE

Name of Tehsil	: Dhar.
Name of District	: Dhar.
Name of Industrial Area	: Industrial Area III at Pithampur.
PLOT NO.	: Plot No.1

For M P. Audyogik Kendra Vikas Nigam (1) 17
Contd.....17

Manager.

For S.K. Yadav Engineering
D.K. Yadav
Proprietor.

Size of Plot : 1858 Squr. Meters.

Surrounded by :-

- On North : Plot No.19
- On South : M.P.A.K.V.N. Road 80'
- On East : M.P.A.K.V.N. Road
- On West : Plot No.2

Above details shown in the annexed plan.

In witness whereof the parties hereto have signed this deed on the date and year respectively mentioned against their signatures.

WITNESSES:

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.

D ✓

1. [Signature]
 B. P. Yadav
 M.P. A.K.V.N. Ltd
 INDORE

Signature of ^{By} Manager ~~Director~~
 M.P. Audyogik Kendra Vikas
 Nigam (Indore) Ltd., Indore,
 on behalf of the Governor
 of Madhya Pradesh.

(Full Name & Address)
 2. [Signature]
 F. Lalawala
 ARVIND Indore
 (Full Name & Address)

Date 6-2-86

For S.K. Yadav Engineering

D.K. Yadav
 Proprietor,
 Signature on behalf of
 M/s. S.K. Yadav Engineering.

1. [Signature]
 राजेश्वरी
 66, ए.डी. सराफा इन्डोर

Date 6-2-86

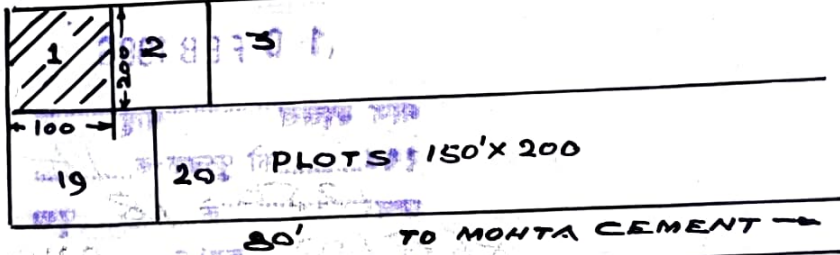
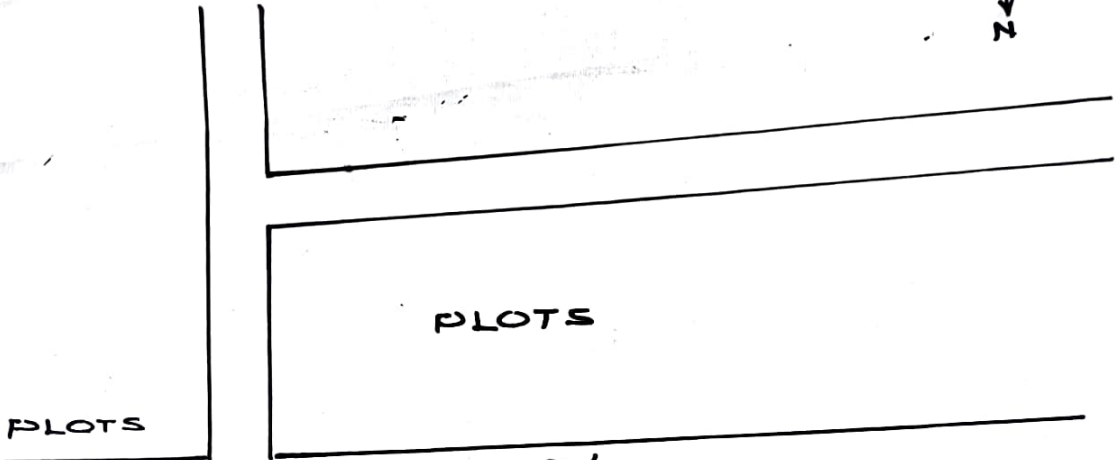
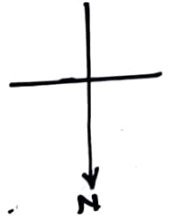
D.K. Yadav

(Full Name & Address)
 2. [Signature]
 श्री. सुरेश मोर्य
 166, रेडिया ब्लॉक, इन्दौर
 (Full Name & Address)

For S.K. Yadav Engineering
 D.K. Yadav
 Proprietor

I certify that the
 all correction done
 by me and signed
 by me. D.K. Yadav

PART LAY OUT PLAN OF PITHAMPUR I/A III
BAGDOON SHOWING THE ALLOTMENT OF
PLOT NO. I MESURING 1858 SQ.M IN FAVOUR
OF M/S S.K. YADAV.



TO MHOW NEMUCH ROAD →

H. R. JOHNSON



PLOT ALLOTTED
 NO TO SEALE

For M.P. Audyogik Kendra Vikas Nigam (I.) Ltd.,
 Manager.

M.P.A.K.V.N. (I) Ltd., INDORE

For S.K. Yadav Engineer

S.K. Yadav
 Proprietor

PLATE

PLATE

10 FEB 1986

बाल नवेल

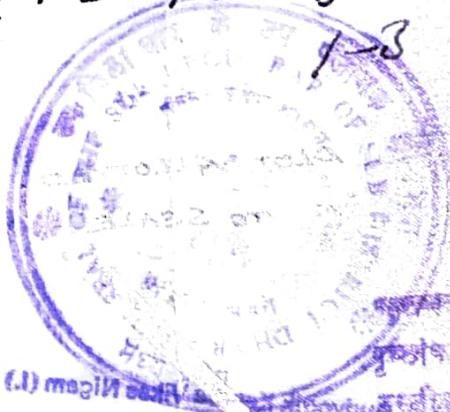
पुस्तक क्र 18

1250 के 18

865/50 कमांक 2110

पिन 258/1251

पुस्तक क्र 18



960=75

9=25

970=00

M.P.A. (I) Nagpur

Prof. S. K. Yadav Engineering

उप-पंजीयक