

Stamp calculation

20,000 x 2 = 40,000
15,000 x 3 = 45,000
10,000 x 1 = 10,000
500 x 7 = 3,500

98,500

4699

Stamp
I Can not be
without
SIDCUL

LEASE DEED

FC/DGM/CS./AGM./SIDCUL

PAN-AAACC-5810-E

Industrial Area, 11E, Rani pur, Haridwar
Plot No. 42 Sector 8A



THIS LEASE DEED made on the 23rd day of June in the year two thousand and 2009 and corresponding to Saka Samvat 2066 between State Infrastructure and Industrial Development Corporation of Uttarakhand Limited (SIDCUL), a company within the meaning of the Companies Act, 1956, and having its registered office at SBI Building Secretariat Dehradun (Uttarakhand) and Head Office at 2, New Cantt Road, Dehradun (hereinafter referred to as the "Lessor") which expression shall unless the context does not so admit, include its successors and assigns) of the one part,

AND

Shri/Smt./Km. _____, aged about _____ years,

S/o _____ R/o _____

OR

Shri/Smt./Km. _____, aged about _____ years,

S/o _____ Proprietor of proprietary firm by the

name of _____ /Karta of Joint Hindu Family Firm,

by the name of _____ having its

office at _____

OR

1. Shri/Smt./Km. _____, aged _____ years,

S/o _____ R/o _____

Regional Manager

State Industrial Dev. Corp. of U.A. Ltd.
I. I. E., Haridwar

For Century Metal & Alloys (P) Ltd.

(Director)

(2)

2. Shri/Smt./Km. _____, aged _____ years,
S/o _____ R/o _____
3. Shri/Smt./Km. _____, aged _____ years,
S/o _____ R/o _____
4. Shri/Smt./Km. _____, aged _____ years,
S/o _____ R/o _____
5. Shri/Smt./Km. _____, aged _____ years,
S/o _____ R/o _____
6. Shri/Smt./Km. _____, aged _____ years,
S/o _____ R/o _____

Having its office at _____, a
registered/Unregistered partnership firm namely _____
_____ commissioning, as per its requirements on the terms and conditions as may be stipulated,
by such State Electricity Board or any other authority/Company, in this regard, _____ under the Indian
Partnership Act, 1932 and duly authorised by the Partnership Deed dated _____ /duly authorised
by General Power of Attorney executed _____ and registered on _____ as Document
No. _____, Book No. _____, Volume No. _____ at pages _____ to _____ with sub-Registrar of
Assurances, _____;

OR

_____, a Society registered under the
Societies Registration Act, 1860 or the relevant State enactment, having its office at
_____, through Mr. _____ the
Secretary/ President of the said society, duly authorised by Article _____ of the Memorandum of
Association of the said Society;

OR

M/s Century Metal & Alloys Pvt. Ltd., a Private/public limited company
incorporated under the Indian Companies Act, 1956 and having its registered office at
145-H, Pocket-4, Mayapuri, Phase-I, Delhi-110091, through its Director
Mr. Navneet Kumar, who has been duly authorised by a resolution passed by the

Board of Directors of the said Company, in its Meeting held on 17-02-2009. For Century Metal & Alloys

Regional Manager
Industrial Dev. Corp. of U.A. Ltd.

I. I. E. Haridwar

(3)

include its legal heirs, executors, administrators, successors and permitted assigns, as the case may be, of the other part;

WHEREAS:

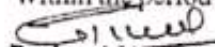
- A. The State of Uttarakhand has conveyed title, rights and interest in the land admeasuring 1000 sq. mtr., Situated at Village Rawli Mahdood, Haridwar District, Uttarakhand to the Lessor, vide G.O. No. _____, issued on _____, including details of Khasra Nos. specified in the said G.O., for the purpose of setting up an Integrated Industrial Estate/Industrial Area and the Lessor has subdivided the above land into plots and intends to grant leasehold right in such Subdivided plots for the purpose of erecting on each plot a factory/Unit, according to the Rules and Byelaws under the Factories Act, 1948 and building plans, as approved by the Corporation, Municipality or other competent authorities, as may be applicable.
- B. The amount of premium mentioned in Clause 1 hereinafter is provisional and the Lessee shall pay the additional premiums as hereinafter provided in Clause 2.2 (a) and Clause 2.2 (b), as and when determined by the Lessor.
- C. The Lessor has agreed to grant of lease and the Lessee has agreed to take on lease a plot of land admeasuring 1000 sq. mtr., bearing Plot No. 43 Sector 8A, Industrial Area 11E, Ranipur, Haridwar District, Uttarakhand. The details of the said plot are described in Schedule A annexed hereto, subject to the terms and conditions hereinafter manufacturing Metal Alloy Products and allied/ancillary activities, incidental thereto, ("the Unit"), as per the design and building plan, approved by the Corporation/ Municipal or other concerned local authority, within the Industrial Area, 11E, Ranipur, Haridwar District, Uttarakhand.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. LEASE:

- 1.1 Subject to the provisions of this Deed, the Lessor hereby grants lease of the plot of land admeasuring 1000 sq. mtr., bearing Plot No. 43, Sec-8A ("the Demised Land") Industrial Area, 11E, Ranipur, Haridwar, Uttarakhand to the Lessee and the Lessee hereby accepts the lease for the Demised Land for a period of Ninety (90) years ("Term") from the date hereof, except and always reserving to the Lessor the right to:

- (a) (i) Within the period of Twenty Four (24) months from the date of allotment of the


Regional Manager

For Century Metal & Alloys (P) L.

State Industrial Dev. Corp. of U.A. Ltd.

11 E, Haridwar


(Director)

(4)

Demised Land i.e. 31-03-2010 ("Stipulated Period") the Lessee shall built and erect construction, execute works and complete installation of plant and machinery and commence production in its Unit.

(ii) However, in case the Lessee is unable to commence production in its Unit, within the Stipulated Period for reasons attributable to the Lessor or any State/Central Governmental authority or any local authority/body having jurisdiction, on an application from the Lessee with supporting document, the Lessor shall extend the Stipulated Period, by such period (s).

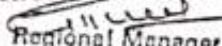
(iii) In addition, in case the Lessee is unable to commence production in its Unit, within the Stipulated Period, for reasons not covered under the preceding sub-clause, on an application from the Lessee, the Lessor shall consider such application, on merits and may grant such extension(s), as it may deem appropriate, subject to payment of Extension Fee, as may be specified by the Lessor. In case, the Lessor grants extension, the Stipulated Period shall stand extended and thereupon the obligation hereunder of the Lessee to complete the building shall be taken to such extended period.

In case, the Lessor is inclined to reject the application for extension, the same shall be communicated to the Lessee, by a reasoned Order, Passed by the person, having authority, on behalf of the Lessor.

(iv) In case the Lessor, takes a decision not to grant extension as envisaged in Clause 1.1 (a) (iii) above and determines this Deed, the Lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and properties, if any, deposited by them, or their agents, in the Demised Land, after paying all dues, rent and all municipal and other taxes, rates and assessment dues, and any other dues, occurring to the Lessor as on the date of such termination of Lease and to remove the materials from the Demised Land within sixty (60) days of the date of termination of this Deed.

(v) Notwithstanding any such default of the stipulation contained in Clause 1.1 (a) (i) above and in case the Lessor proposes to determine the Lease as envisaged in Clause 1.1 (a) (iv) above, the Lessor shall be given 60 days written notice to the Lessee, indicating its decision to determine the Lease and terminate the Lease Deed.

(b) In case, any mineral is found in the Demised Land and the Lessor requires any part of the Demised Land, for the purpose of mining such mineral, the Lessee shall be entitled to compensation for such portion of the Demised Land or in case, if the Lessee, is unable to conduct its business, at its sole


Regional Manager

State Industrial Dev. Corp. of U.A. Ltd.

L. I. E., Haddowar

For Century Metal & Alloys (P.


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discretion, without the portion of the Demised Land required by the Lessor, the Lessee shall be entitled to lease of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirement of the Lessee. Also, in case the Lessor requires the entire Demised Land for the purpose of mining minerals, the Lessee shall be entitled to lease of land for an alternate plot of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirements of the Lessee. In addition the Lessee shall be entitled to compensation, including towards cost of relocation.

2. PAYMENTS AND TERMS OF PAYMENT:

- 2.1. The Lessee hereby agrees to pay an amount of Rs. 560 + Tromper ¹⁰⁰⁰ per square meter, amounting to Rs. 9,35,000 = 00 (Rupees Nine lac thirty five thousand Only), for the Demised Land as provisional land premium. In addition, to the above, the Lessee hereby agrees to pay Locational Charges, if applicable, @ 5% of the provisional land premium (for plots situated on roads with width of 45 metres and above) and an additional 5% of the provisional land premium, towards plot having two or more side road.
- 2.2. Out the provisional land premium, the Lessee has hereby paid, a part thereof, amounting to Rs. 9,35,000 = 00 (Rupees Nine lac thirty five thousand Only); the receipt whereof the Lessor hereby accepts and acknowledges. The balance amount of the provisional land premium of Rs. — (Rupees — Only) for the Demised Land is to be paid in — half yearly installment, along with interest @ — % per annum on the total outstanding provisional land premium for the Demised Land as on the date of payment of installment, from time to time as follows:

- (a) Rs. — on the 20
(b) Rs. — on the 20
(c) Rs. — on the 20
(d) Rs. — on the 20

Provided that if the Lessee pays the installments and the interest on the due dates and there are no over dues on any account the Lessor will grant to the Lessee, a rebate @ 3% per annum on the interest.

[Signature]
Regional Manager

State Industrial Dev. Corp. of U.A. Ltd.

I. I. E., Haridwar

For Century Metal & Alloys (P)

[Signature]
Director

NOTE:

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- (1) The interest on the installment of provisional land premium shall be payable half-yearly on the 1st day of January and 1st day of July each year; the first of such payment is to be made on the 1st day of 20 ;
- (2) Liability for payment of the provisional land premium in installments including the interest referred to above, shall be deemed to have accrued from the date of issue of letter of allotment for the Demised Land;
- (3) The payments made by the lessee will be first adjusted towards the interest due, if any, and thereafter towards the Maintenance Charges, if any, and the balance, if any, shall be appropriated towards the provisional land premium and thereafter towards the annual lease rent notwithstanding any request by the Lessee in this regard;
- 2.3. In addition, to the provisional land premium, during the Term of the Lease envisaged herein, the Lessee shall pay an annual rent ("Rent") of Rs. 5000 = 00 (Rupees Five thousand Only) payable in advance or before the 30th day of April [every year for that financial year, from the date of issued of letter of allotment for the Demised Land; the Lessee has paid an amount of Rs. 5515 = 00 (Rupees Five thousand five hundred fifteen Only), towards the Rent payable, for the current year computed pro rata, ending the 31st day of March 2002/010 if applicable, which amount the Lessor hereby accepts and acknowledges. In case, the Rent is not paid in advance by the Lessee, on or before the 30th day of April [for the current year, the same shall carry interest @ 12% from the 30th day of April, till such rent is received by the Lessor.
- 2.4. The provisional premium mentioned in Clause 2.1 above, includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the Demised Land forms part of, and the estimated costs for laying for roads, parks and other public utility services. but should the final cost of acquisition of the whole of the said land or any part thereof goes up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessor shall request the Lessee to make such proportionate additional premium amount and the Lessee shall upon receipt of intimation from the Lessor, which demand shall not be delayed beyond a period of three years from the date, the final cost of acquisition is determined, pay within sixty (60) days to the Lessor, the additional premium representing the

[Signature]
Regional Manager

State Industrial Dev. Corp. of U.A. Ltd.

I. I. E., Haridwar

For Century Metal & Alloys Co.

[Signature]
CDM

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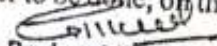
difference in the land cost component finally determined as aforesaid and the land cost component of the provisional premium mentioned in Clause 2.1 above.

3. **MAINTENANCE FEE:**

- 3.1. That the Lessor is entitled to demand and receive from the Lessee, annual recurring charge/fee, from the date hereof, or from the date issued of letter of allotment date *14-04-2004* of the Demised Land to the Lessee, *14-05-2009 transfer dt* whichever is later, for providing services to the Demised Land, including supply of water, maintaining roads, culverts, drains, storm water drains, sewerage, parks, and other common facilities and services indicating but not limited to waste water collection system & CETP ("Maintenance Service"). The charge/fee for providing Maintenance Service will be based on the actual total costs and expenses, to be incurred by the Lessor, in order to provide the same to the Industrial Area and the Lessee is required to pay charges, proportionate to the size of the Demised Land ("Maintenance Charges"). The Lessor will intimate in advance, the Maintenance Charges, payable for the calendar year on or before January 31, of every year and the same shall be paid by the Lessee, on or before June 30 of every such year. In case of default in payment of Maintenance Charges, the Lessee is liable to pay interest @ 12% p.a. from July 1, of every such year till receipt of payment by the Lessor. In case, Maintenance Charges are not paid by the Lessee, for a Calendar year on or before December 31, of such years, at the discretion of the Lessor, such amount in default, can be recovered from the Lessee, as arrears of land revenue.
- 3.2. In case, majority of the lessees in the said Industrial Area for an Association/Society and on receipt of an application received from such Association/Society, seeking permission to provide Maintenance Services in the Industrial Area, the Lessor, in its sole discretion, subject to conditions as it may deem appropriate, may transfer to such Association/Society, the right and obligation to provide Maintenance Services in the Industrial Area.
- 3.3. In case, the right and obligation to provide Maintenance Service in the Industrial Area is transferred to the Association/Society, the Maintenance Charges remitted to the Lessor by the lessees in the Industrial Area, will be transferred to the Association/Society, by the Lessor.
- 3.4. Lesser in order to enable a hassle free green and clean environs, endeavors to develop special projects under private sector participation (PSP) model. To make such projects viable it shall follow Use pay or Polluter Pay the Principle wherein all units in IIE-Haridwar/Pantnagar leived Tariff based on Volume & Toxicity of effluent or sewage discharge by industrial units. Such Tariff schedule shall be notified by *SIDCUL* post award of such special project and shall be binding upon all units. *For Century Metal & Alloys (r)*

4. RIGHTS AND OBLIGATIONS OF LESSEE:

- 4.1. That the Lessee will bear, pay and discharge, from time to time and at all times during the Term of the Lease granted herein, all rates, taxes, charges, claims and outgoing chargeable against the Lessor, in respect of the Demised Land and assessment of every description which during the said Term which may be assessed, charged or imposed upon either on the Lessor or the Lessee in respect of the Demised Land or building to be erected thereupon, by the Lessee.
- 4.2. That whenever Municipal Corporation/Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of the Lessor, the Lessee will be liable to pay and discharge all rates, charges, claims and outgoings, chargeable, imposed or assessed of every description, which may be charged, assessed or imposed upon them by the said Local Body, in respect of the Demised Land and the Lessee will abide by the rules and directives of such Local Body.
- 4.3. That the Lessee will neither make any excavation upon any part of the Demised Land nor remove any stone, sand gravel, clay, earth or any other materials(s) therefrom, except so far as may be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized and for leveling and dressing the Demised land, covered by this Deed.
- 4.4. The Lessee shall not at any time without the previous consent in writing of the Lessor, use the Demised Land or the buildings thereon or permit the same to be used for any purpose other than that of setting up the Unit and other activities ancillary and incidental thereto.
- 4.5. That the Lessee will keep the Demised Land and the buildings to be erected thereon at all times, in a state of good, substantial and sanitary condition.
- 4.6. That the Lessee shall observe all rules and regulations regarding maintaining health and safety, as prescribed by the concerned authority and will not carry on or permit to be carried on the Demised Land any obnoxious trade or business whatsoever or use the same or permit the use of same for any religious purpose or any purpose other than for the purpose mentioned hereinbefore without the previous consent in writing, of the Lessor and the municipal or other local authority, as the case may be, subject to such terms and conditions as the Lessor/such Municipal or other local authority and the Uttarakhand State Effluents Board/Uttarakhand Water (Prevention and Control of Pollution) Board or any other authority may impose, from time to time. Further the Lessee will not do or suffer to be done, on the Demised Land or any part thereof, any act or thing which may be or


Regional Manager

State Industrial

For Century Metal & Alloys (P) .

(9)

- become a nuisance, cause damage, annoyance or inconvenience to the Lessor or municipal or other local authority or occupiers of other plots in the neighborhood.
- 4.7. The Lessee, shall at its own expense plant trees on the periphery of the Demised Land (one tree per 200 square metres and one tree at a distance of 15 meters on the frontage of Demised land, facing the road or part thereof) and shall maintain the trees so planted in good condition throughout the Term, hereby created under these presents.
- 4.8. That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises, by building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal or local authority, in respect of the said works or of anything done under the authority of the Lessee.
- 4.9. That the Lessee shall establish at its own cost an appropriate and efficient primary effluent treatment system / plant and shall ensure that it is ready and functional as per the norms and specifications, laid down or stipulated by the State Pollution Control Board or any other authority established by laws for the time being in force, before production is commenced in the Unit proposed to be set up on the Demised Land, covered by these presents. All effluents generated from the lessee's Primary effluent treatment plant shall necessarily be discharged in to the Waste Water Collection System set up by a private operator and treated at the CETP. No Lessee can use any other plant or process, whatsoever, for secondary and/ or tertiary treatment of the effluents.
- 4.10. That the Lessee at its own cost shall erect buildings, on the Demised Land in accordance with the lay out plan, elevation and design and in a position to be approved both by the municipal/ local authority and Lessor, in writing and in a substantial and workman like manner, buildings and other structures, to be used as Industrial factory with all necessary out houses, sewers, drains and other appurtenances and proper conveniences thereto according to municipal/ local authority's rules and bye-laws in respect of building drains, latrines and connection with main water line and sewers and will commence such construction within a period of nine months from the date of these present, or from the date on which physical of the Demised Land is handed over to the Lessee, whichever occurs later. Further the Lessor may in its sole discretion, grant such extension, at the request of the Lessee and the Lessee shall complete, the same fit for use and commence the manufacturing and production from the Unit, within the Stipulated Period from the date of these presents or the date on which physical possession of the Demised Land is handed over to the Lessee under these presents, whichever occurs later and within such extended time as may be allowed by the Lessor in writing in its discretion, on the request of the Lessee.

SCHEDULE A

(Description of Demised Land as per Recital C)

All that piece of land known as Plot No 43 Sector 8A in the Haridwar Industrial Area, bearing Khasra No — within the village Limits of Raoli Mahdood, Tehsil Haridwar, and within/outside the limits of Municipal Council of 116, Ranipur, Haridwar District, State of Uttarakhand, containing by admeasurement 1000 = 0 square meters of thereabouts, and bounded by red colour boundary lines on the plan annexed hereto, that is to say:

One or towards the North by Plot No - 44
 One or towards the South by Plot No - 42
 One or towards the East by 24M. wide road
 One or towards the West by Plot No - 64

Signature : _____
 Name : H. C. HATWAL
 Designation : Regional Manager


 Regional Manager
 State Industrial Dev. Corp. of U.A. Ltd.
 I. I. E., Haridwar

State Infrastructure and Industrial Development Corporation of Uttarakhand Limited

Lessor

Signature : _____
 Name : Navneet Kumar
 Designation : Director

For Century Metal & Alloys (P.)


 (Director)

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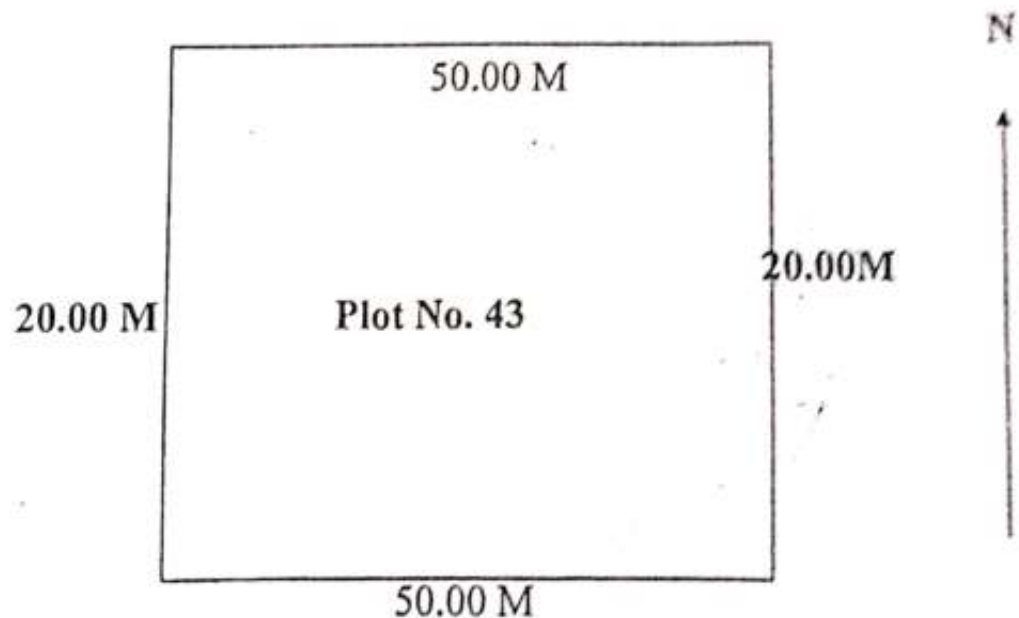
Lessee



STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD.

Industrial Estate, BHEL, Haridwar, Uttarakhand.
Phone-9917492614, 01334-235010 Website: - www.sidcul.com

Site Plan of Plot No- 43 Sector- 8A at IIE,
Haridwar as per layout plan
Total Area 1000.00 sqm.
M/s Century Metal & Alloys Pvt. Ltd.



North - Plot No. 44, South. Plot No. 42, East- 24M wide road, West- Plot No. 64

(H.C. Hatwal)
Regional Manager

State Industrial Dev. Corp. of U.A. Ltd.

I. I. E., Haridwar

Junior Engineer

For Century Metal & Alloys

(Director)
(Director)