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Caparo Engineering Ltd
India

17 JUN 2021

S. கலையரசி, B.Sc.,
முத்திரைதான் விநியோகப்பாளர்
காப்பகம் சச்சித்ரம்

LANGUAGES

MODIFIED LEASE DEED

MEMORANDUM OF MODIFIED LEASE DEED entered into at Sriprumbudur on this 18th day of March 2021 BETWEEN State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), a company registered under the Companies Act, 1956 and having its Registered Office at No.19-A, Rukmani Lakshmiapathy Road, Egmore, Chennai-600 008 represented by Thiru S.SAKTHIVEL S/o Late Thiru K.SHANMUGAM Project Officer, SIPCOT Industrial Park, Sriperumbudur and hereinafter referred to as the LESSOR, which term shall, unless repugnant to the context otherwise requires mean and include its representatives, administrators, successors and assigns on the one part.

AND

PROJECT OFFICER
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SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.

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M/s Caparo Engineering India Ltd, a company registered under the companies Act., 1956 and having their Registered Office at 1007-1010, 10TH FLOOR, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi – 110 001, represented by their **Thiru K.Sreenivasan, General Manager** hereinafter referred to as the LESSEE, which term shall, unless repugnant to the context otherwise requires, mean and include their representatives, administrators, successors and assigns on the other part witnesseth.

WHEREAS :

- a) The LESSOR has been incorporated as a Limited Company with an objective to develop industrial area with basic infrastructural facilities and maintenance of such industrial area in TamilNadu.
- b) The LESSOR has acquired the property more fully described in the Schedule 'A' hereunder and hereinafter referred to as the said property.
- c) For the due fulfilment of its principal object, the LESSOR has laid out the said property into various plots, besides setting apart land for the purpose of laying roads, drains and for other common amenities for the benefit of the occupants of the plots so laid out and WHEREAS it also proposes to effect improvements and betterment schemes for the benefit of all the allottees of the Industrial Park.
- d) The LESSOR allots the plot on a long lease of 99 years in as much as it is felt that the characteristics and homogeneity of the Industrial Park should not be altered with or tampered.
- e) The LESSOR has the control over the common amenities and facilities such as roads, street lighting, water supply system and sanitation, drainage, common buildings, avenue plants, parks etc., intends to make available these facilities to the LESSEE as well as other Allottees in a reasonable and equitable manner.


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f) The LESSOR has decided to make available to entrepreneurs/industries, plots in the said property on terms and conditions mentioned hereunder, for the purpose of their locating any approved industry or other business or activity in the said plots under the terms of the lease deed;

g) The Lessor has originally allotted Plot No.T-1 measuring 8.94 Acres and Plot No. T-2 measuring 109.72 Acres marked as Schedule-B 1 and B 2 respectively hereunder at SIPCOT Industrial Park at Sriperumbudur to M/s Caparo Engineering India Pvt. Ltd hereinafter referred to as "Original Allottee" vide their Allotment Order No for T-1 1 DI/SPR/CEPL/2006 dated 03.02.2006, Allotment Order No for T-2 DI/SPR/CEIPL/2006 dated 29.06.2006 & Amended Allotment Order No P-SPL.P/SPR/CEIPL/2006 dated 01.09.2006 for setting up an industrial unit for the manufacturing of Sheet Metal Stamping unit, Tool Room cum R & D Centre, Forging & Aluminium Die Casting Unit.

h) The Original Allottee M/s Caparo Engineering India Pvt.Ltd, has executed a Lease Deed dated 01.03.2006 for Plot No. T-1 measuring 8.94 Acres & Lease deed executed on 07.09.2006 and registered on 06.11.2006, for Plot No. T-2 measuring 109.72 Acres and the same have been registered as Document Nos. 2644/2006 & 20807/2006 respectively before the Sub-Registrar's Office, Sriperumbudur for the Schedule B property. The said lease deed is in force.

i) The Original Allottee has approached the LESSOR seeking approval for change in Constitution/change in name of the company from M/s. Caparo Engineering India Pvt. Ltd. to M/s. Caparo Engineering India Ltd., of the Schedule-B 1 and B 2 property, the LESSEE herein for remaining period of 99 years original Lease.


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- j) The LESSOR has accorded its approval for change in Constitution/change in name of the company from M/s. Caparo Engineering India Pvt. Ltd. to M/s. Caparo Engineering India Ltd., of the Schedule-B 1 and B 2 property, vide Letter No. ID/SPR-II/Caparo/5/2006, dated. 10.02.2021, subject to the terms and conditions laid therein and copy of the same is enclosed herewith.

Sl. No.	Name of the Shareholders	% of shareholding as on 15.09.2020
1	M/s. Caparo India P. Ltd./ M/s. Caparo India Ltd.	0.0008 %
2	M/s. Blue Elephant Finance Ltd., Mauritius	99.9992 %
3	Thiru. Sanjiv Kashyap ***	0.0000 %
4	Thiru. Rajeev paal Gupta ***	0.0000 %
5	Thiru. Biswajit Ghosh ***	0.0000 %
6	Thiru. Tushar Dey ***	0.0000 %
7	Thiru. Amit Kapil ***	0.0000 %
	TOTAL	100 %
*** (Beneficial ownership of shares held by M/s. Caparo India Ltd.		

- k) In view of the above approval of change in Constitution/change in name of the company from M/s. Caparo Engineering India Pvt. Ltd. to M/s. Caparo Engineering India Ltd., of the Schedule-B 1 and B 2 property, it has become necessary to execute this Modified Lease Deed, subject to terms and conditions laid in SIPCOT Letter No ID/SPR-II/Caparo/5/2006, dated. 10.02.2021 executed in these presence.

- l) The terms and conditions of Lease Deed dated. 01.03.2006 & executed on 07.09.2006 and registered on 06.11.2006 registered as Document Nos. 2644/2006 & 20807/2006 respectively before the Sub-Registrar's Office, Sriperumbudur executed by the Original Allottee M/s. Caparo Engineering India Pvt.Ltd is still in force and the LESSEE agreed to abide by the terms and conditions of the said LEASE DEED.


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m) The property described in the Schedule 'A' is intended to be utilised only for the purpose of locating an Industrial unit and the restrictions and conditions stipulated in this deed are intended only to preserve the character of the said property as an Industrial Park and for the benefit of the other plots held by the LESSOR or allotted or intended to be allotted by it to other parties similarly situated as the LESSEE.

NOW THIS MODIFIED LEASE DEED WITNESSETH THAT:

A) That at the request of the allottee viz. M/s. Caparo Engineering India Pvt.Ltd for change in Constitution/change in name of the company from M/s. Caparo Engineering India Pvt. Ltd. to M/s. Caparo Engineering India Ltd., of the Schedule-B 1 and B 2 property, the LESSOR has accorded approval for the same vide Letter No ID/SPR-II/Caparo/5/2006 dated. 10.02.2021 subject to terms and conditions stipulated therein. One such condition is that the LESSEE shall execute a Modified Lease Deed confirming the approval of change in Constitution/change in name of the company from M/s. Caparo Engineering India Pvt. Ltd. to M/s. Caparo Engineering India Ltd., of the Schedule-B 1 and B 2 property, and the LESSEE hereby execute these presence.

B) That the LESSEE hereby agrees to abide by the all the terms and conditions of the Original Lease Deed dated 01.03.2006 for Plot No. T-1 measuring 8.94 Acres & Lease deed executed on 07.09.2006 and registered on Dated 06.11.2006 for Plot No. T-2 measuring 109.72 Acres and the same have been registered as Document Nos. 2644/2006 & 20807/2006 respectively before the Sub-Registrar's Office, Sriperumbudur executed by the Original Allottee M/s Caparo Engineering India Pvt.Ltd.


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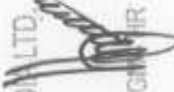
C) The LESSEE herein agrees to take over the remaining period of leasehold rights of the Original Allottee to an total extent of 118.66 acres as specified in Schedule B 1 and B 2 hereunder, for which the LESSOR also agrees for the same.

D) That the LESSOR hereby declares that the Original Allottee has in no manner of right or claim over the Schedule B property hereunder, and the Original Allottee hereby confirms the said property taken over by the LESSEE and hereby relinquishes of their legal rights under the Lease Deed dated 01.03.2006 for Plot No. T-1 measuring 8.94 Acres & Lease deed executed on 07.09.2006 and registered on 06.11.2006 for Plot No. T-2 measuring 109.72 Acres and the same have been registered as Document Nos. 2644/2006 & 20807/2006 respectively before the Sub-Registrar's Office, Sriperumbudur over the Schedule 'B 1 and B 2' property as agreed subject to the following clauses :

1 DEFINITIONS

- 1.1 **"Allotment"** means allotment of plot for establishment of Industrial/commercial, Housing / Service units etc., as prescribed in the Allotment Order.
- 1.2 **"Allotment Order"** means the order issued by the LESSOR confirming the allotment of plot, with specific terms and conditions.
- 1.3 **"Allottee"** means an individual or person including a group of individuals under Indian Partnership Act of 1932 or a company registered under the Companies Act 1956/2013 or Limited Liability Partnership Act of 2008, or Co-operative Institution, or a body incorporated under any Act of Indian Law, established for the purpose of setting up of Industrial/commercial, Housing / Service units etc., to whom any plot has been allotted by the LESSOR.
- 1.4 **"Caution Deposit"** means the interest free deposit that shall be refunded if the Allottee implements the project within the stipulated time period as per the Allotment Order.
- 1.5 **"Change in Constitution/change in name "** means change in legal status of the Allottee.


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1.6 **"Change in Management"** means, (a) change in the proprietorship of the concern; (b) the change in the shareholding pattern due to induction of new partners/share-holders and where more than 50% of the shareholding is transferred to the new members resulting in total change or substantial change in ownership of the existing Allottee; (c) transfer of leasehold rights of the allotted plot, wherein the original promoters hold less than 50% shares in the transferee entity.

1.7 **"Competent Authority"** means any Department or Agency of the Government, Corporation, Board, Local Body or other authority established by the Government which are entrusted with the powers or responsibilities, inter alia, to grant or issue clearances/approvals.

1.8 **"Implementation"** means the condition where the unit has commenced commercial production/operation within the stipulated time as specified in the allotment order/lease deed or within the permitted extension time and also complying with 50% plot utilization.

1.9 **"Industrial Park/Complex/Growth Centre"** means an area developed primarily for establishment of manufacturing industries and/or service sector industries and having basic infrastructural facilities like roads, water storage and distribution infrastructure, storm water drainage, streetlights and such other facilities/support services as may be required. Wherever, the word "Industrial Park" is indicated, it also means Industrial Complexes, Industrial Growth Centers, SEZs, IT Parks, Industrial Development Areas as the case may be.

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1.10 **"Participatory Infrastructure Development Programme"** means the infrastructure development programme jointly undertaken by LESSOR and Allottees/Association of Allottees for an Industrial Park. For projects identified under this scheme, the LESSOR shall meet out the project cost upfront and 50% of the project cost shall be recovered from the Allottees/Association of Allottees of the concerned Industrial Park.

1.11 **"Plot"** means the demarcated land parcel within the Industrial Park provided with basic infrastructure facilities for the purpose of allotment

1.12 **"Plot Cost"** means the amount paid by the LESSEE towards the usage of land along with infrastructure facilities provided by the LESSOR.

1.13 **"Plot Utilization"** means the extent of the allotted plot covered with built-up space comprising of factory building/shed and covered utility/storage area, internal roads etc.

1.14 **"Plug and Play Facility"** means a facility where built up space is leased out for industrial activity.

1.15 **"Project Officer"** means an officer who has been designated as project officer by LESSOR, deployed at the project office of the Industrial Park and performs tasks assigned by the LESSOR.

1.16 **"Transfer Fee"** means the amount to be paid by the LESSEE, towards Change in Management/Transfer of Leasehold rights in respect of the allotted plot.

1.17 **"Transfer of Leasehold Rights"** means transfer of lease hold rights of the allotted plot to another legal entity or to a newly formed legal entity resulting from the change in constitution of the Allottee.


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2 GRANT OF LEASE, CAUTION DEPOSIT, TERM AND CHARGES

- 2.1 In consideration of the transfer of leasehold rights over the allotted plot made by the LESSOR, the LESSEE has paid a sum of Rs. Nil towards transfer fee.
- 2.2 The LESSEE has paid 100% of the annual lease rent in advance. The annual lease rent is computed at Re. One per year for remaining lease period of 83 years and Rs.2/- for the 84th year.
- 2.3 The LESSEE has paid Rs. Nil towards caution deposit which shall be interest free and refunded if the LESSEE implements the project within Nil months as stipulated in SIPCOT approval letter no Nil dated Nil
- 2.4 The LESSOR approve the change in Constitution/change in name of the company from M/s. Caparo Engineering India Pvt. Ltd. to M/s. Caparo Engineering India Ltd., mentioned above and more fully described in Schedule 'B 1 and B 2 ' to the LESSEE and the LESSEE takes the property aforesaid on lease for a remaining period of 84 years, AND the LESSEE also agrees to strictly abide by the conditions stipulated in the Lease Deed executed by the Original Allottee, Modified Lease Deed executed subsequent to the Original Allotment for the Schedule 'B' property if any, and in this Modified Lease Deed and also the terms and conditions of SIPCOT Approval Letter No ID/S216-11/Caparo/5/2006 dated 10.02.2021, a copy of which is enclosed with this deed.
- 2.5 The LESSOR shall not pay any interest to the LESSEE for the amount remitted by the LESSEE.
- 2.6 The LESSEE shall execute an agreement for water supply at the time of taking possession of the plot and comply with all terms and conditions of the agreement. The LESSEE shall pay water charges at the rate fixed by the LESSOR from time to time abiding by the terms of water supply agreement executed.


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2.7 The LESSEE understands and agrees that the plot cost prescribed in the earlier Lease Deed dated 01.03.2006 for Plot No. T-1 measuring 8.94 Acres & Lease deed executed on 07.09.2006 and registered on 06.11.2006 for Plot No. T-2 measuring 109.72 Acres and the same have been registered as Document Nos. 2644/2006 & 20807/2006 respectively before the Sub-Registrar's Office, Sriperumbudur over the Schedule 'B 1 and B 2' is only tentative. The LESSOR reserves the right to revise the amount payable for the plot as fixed in the allotment order. In the event of the LESSOR having to pay enhanced compensation for the lands acquired and/or in the event of additional development facilities being taken up and/or in case of escalation in cost of development works in future, the LESSOR shall collect the pro-rata expenses and charges as additional plot cost and the LESSEE shall pay the amount as demanded by the LESSOR. In such an event, the additional plot cost to be remitted, shall be intimated to the LESSEE as and when revised and payment for the same shall be made within ninety (90) days from the date of demand notice issued by the LESSOR.

2.8 Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, avenue plants, parks etc., will from time to time be apportioned among the Allottees in the Industrial Park as per the prevailing policy. The LESSEE shall pay the same without any demur within the period prescribed. Non-payment on due date will automatically entail an interest of **12% per annum** or such other rate as may be prescribed from time to time.

2.9 The LESSEE shall pay the charges towards the cost of trees, wells and structures, if any, in the allotted plot as prescribed by the LESSOR.

2.10 The Participatory Infrastructure Development Programme is a scheme for upgradation of existing infrastructure and provision of support infrastructure facilities for the respective Industrial Park at the request of the Allottees/Association of Allottees in the Industrial


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Park. In the event of taking up of any such project under PIDP scheme by the LESSOR, the LESSEE shall pay proportionate amount of 50% of the project cost as per the prevailing policy.

2.11 The LESSEE shall pay all existing and future rates and taxes, charges, claims and assessments, chargeable against the LESSEE or arising out of the acts of the LESSEE in usage of the allotted plot and any building erected thereon and/or services received.

2.12 The LESSEE shall bear all expenses in connection with the drawing of power from the main lines to the plot for the supply of electricity and/or any other support infrastructure facilities.

2.13 The LESSEE understands and agrees not to raise any claim or seek refund of any of the above charges except for the caution deposit as mentioned in Clause 2.3.

3 COVENANTS OF THE LESSEE

3.1 The LESSEE will take possession of the plot in 'as is where is' condition and no further demand for any development, such as earth filling, raising the level etc., shall be entertained. Any other improvement or developments inside the allotted plot is purely at the discretion of the LESSEE. Any cost incurred for such development will be borne by the LESSEE.

3.2 The LESSEE shall utilize the allotted plot only for the purpose for which it was allotted by the LESSOR and for which approvals are granted by the Competent Authorities.

3.3 The LESSEE shall, at its own cost, construct and maintain access roads leading from the Industrial Park to the said plot in strict accordance with the specifications and details prescribed by the LESSOR.

3.4 The LESSEE shall insure all the fixed assets in the plot and renew the insurance periodically.


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3.5 The LESSEE shall keep the LESSOR indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and industrial installations by the LESSEE. The LESSEE shall also keep the LESSOR indemnified against all payments whatsoever which, during the progress of work, may become payable or be demanded by the Local Authority in respect of the said works, or of anything done under the authority herein contained.

3.6 **With the consent of the LESSEE**, the LESSOR shall have the right of access into and utilising any portion of the allotted plot, as required at all times, for the purpose of laying pipelines, cables, underground drainages, channels, or providing such other common facility. The LESSOR shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by the LESSOR, to lay down, place, maintain, alter, remove or repair any pipes, pipe lines, conduits for service lines, posts, or other appliances or apparatus in, on, under, over, along or across the plot in such area for the purposes of providing any common amenities or services for the Industrial Park/Complex/Growth Centre and the same may be done either directly by any person either generally or specially authorised by the LESSOR in this behalf and the LESSEE agrees for the same.

3.7 During the period of lease the LESSEE at their expense will keep the buildings, premises and other structures clean, free from defect and in good condition.

3.8 The LESSEE shall implement and conform to the various conditions in this deed in relation to the allotted plot at all times.

3.9 Ten percent of the jobs in the Industrial units coming up in the Industrial Park, shall be reserved to the members of the families of landowners whose lands have been acquired for the Industrial Park, subject to eligibility as per qualifications prescribed, mutually agreed upon by the parties, for the jobs.


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3.10 The LESSEE shall implement the project within Nil months as stipulated in SIPCOT approval letter No. Nil dated Nil. However, if the LESSEE requests for extension of duration for implementation of the project, the LESSOR shall grant extension of time subject to penalty as per the prevailing policy of the LESSOR. Failure will entail **cancellation and resumption of the allotted plot as per the Clause 12** of this deed.

3.11 The LESSEE shall comply with the conditions applicable to it, in the Environmental Clearance/Approvals/NOC obtained from the respective Competent Authorities by the LESSOR from time to time.

4 COVENANTS OF THE LESSOR

4.1 The LESSOR reserves the right to sell, lease or otherwise deal with any plot unleased or unsold, in any manner it deems suitable **and the LESSEE shall not raise objections to the same.**

4.2 It shall be open to the LESSOR to deal with the allotted plot taken by it under the rights conferred on it as per Clause 7.2 and Clause 12.2 in any manner it likes either by retaining or by leasing it to any other person, without any let or any hindrance or claim whatsoever to the LESSEE to compensation and the LESSEE has no right to interdict the same.

4.3 The LESSOR shall have the power to grant extension of time, subject to such conditions as may be imposed to the LESSOR in **all matters** which are required to be done or completed within the prescribed time, under this deed **by imposing suitable penalties as per the prevailing policy of the LESSOR.**

4.4 The LESSOR or persons authorised by it shall have the right to enter upon and inspect the said allotted plot, during the currency of the lease at all times.


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- 4.5 The LESSOR shall obtain the Environmental Clearances wherever applicable, DTCP approvals and other necessary statutory clearances for the Industrial Parks.
- 4.6 The LESSOR reserves the right to impose any further conditions and stipulations, or alterations in the regulations which are reasonable, justified and necessary at any time for the establishment of Industrial Park to implement the conditions of this deed and for the benefit of the Industrial Park as a whole by way of policy decisions and office orders/circulars which shall be published as and when imposed, which shall be binding thereon.
- 4.7 The LESSOR shall hold the original registered modified lease deed in its safe custody and a duplicate copy of the registered modified lease deed shall be given to the LESSEE.

5 CONSTRUCTION AND MAINTENANCE

- 5.1 The LESSEE shall construct all the buildings in the allotted plot, in conformity with the bye-laws of the local body and / or development and control regulations, building regulations in force from time to time, environmental laws, as well as any other laws, rules and regulations in force relating to the construction and use of premises.
- 5.2 All survey and other marks demarcating the boundaries of the plots, structures and installations shall be properly preserved and kept in good condition by the LESSEE, at all times. Where more than one allottee is concerned with the same boundary marks and structures the LESSOR shall allocate this obligation suitably.
- 5.3 No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.
- 5.4 No construction with Katcha or inflammable materials will be permitted on the site allotted.
- 5.5 A **setback** of not less than 5 metres shall be left open to the sky within the periphery of the plot on all sides.


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- 5.6 The provision of any culvert across common drains must be got approved by the LESSOR.
- 5.7 Water lines should be designed in such a way that they are connected to the common lines of the LESSOR which will serve the plot.
- 5.8 The LESSEE should make its own arrangements to drain the rainwater from its plot into the common road drain provided by the LESSOR
- 5.9 The LESSEE shall not sink any well, bore well or tube well within the site allotted except with the prior permission of LESSOR, subject to the conditions as applicable. If any such well exists already in the plot it shall be closed when the LESSOR supplies water from a common source. If any bore well exists already it shall be kept under the control of the LESSOR.
- 5.10 LESSOR shall have the right to lay pipelines, sink bore wells or put up any facilities for common use within a strip of 5 meters left open on all sides within the periphery of the allotted plot without payment of any compensation or rental etc, to the LESSEE.
- 5.11 The LESSEE shall not draw water from their own Borewell/openwells/tubewells sunk in private lands adjacent to SIPCOT Industrial Park /Complex/Growth Centre, through pipeline unauthorizedly trespassing into SIPCOT premises. If at any time, such trespass is found by LESSOR, **penalty shall be levied as per the prevailing policy of the LESSOR** and such trespassed water line shall be severed by the LESSOR and the same shall be removed by the LESSEE.
- 5.12 The LESSEE shall preserve the manholes constructed if any in the 5 metre corridor and raise the same at least 45 cm above the formation level in case the natural ground level is raised by the formation at their own cost with prior intimation and approval from the LESSOR.


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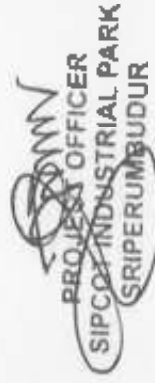
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6 ENVIRONMENTAL COMPLIANCES

- 6.1 The LESSEE has to make its own arrangements to treat the effluents solid/liquid to the required standards of the Competent Authorities and to regulate emissions and prevent fire hazards and comply with all the regulations in this regard.
- 6.2 The LESSEE shall not dump debris or any waste harmful or harmless materials within LESSOR's premises.
- 6.3 The LESSEE shall not, at any time during the currency of the lease, cause or permit any nuisance in or upon the said allotted plot and in particular shall not use or permit the said allotted plot to be used for any purpose, which may be obnoxious or injurious or offensive by reason of deposits of solid matter or by harmful emissions or fire hazards or which may cause permanent damage to the allotted plot. The LESSOR shall have full right to prohibit or regulate these matters at all times.
- 6.4 The LESSEE shall carry out and comply with all conditions stipulated in the statutory Approvals/Clearance/NOC obtained from the Competent Authorities from time to time. In case of non-compliance of the LESSEE to such conditions, the same shall be communicated to the Competent Authorities to take remedial action.

7 BANKING, MORTGAGE AND LOAN

- 7.1 It shall be open to the LESSEE to ask for in writing and the LESSOR to grant a 'No Objection' certificate, with or without conditions, to enable the LESSEE to mortgage its leasehold rights at any time after taking possession for obtaining financial assistance from Financial Institutions and banks for implementing the project in the allotted plot and for the projects implemented under the same legal entity of the LESSEE. The LESSEE shall not offer the allotted plot as a collateral security to avail loan for other purposes/sister concerns.



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7.2 The leasehold rights of the allotted plot shall not be sold or attached and sold in satisfaction of attachment of any debt(s) by the LESSEE and if it so happens or is likely to happen without the knowledge of the LESSOR, the LESSOR shall be entitled to determine the lease and initiate proceedings under the provisions of the Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act, 1975 or under any Statute for the time being in force for eviction against the LESSEE as well as for any other mode of recovery in force at that point of time as prescribed by law.

7.3 If the LESSEE fails to comply with any of the terms and conditions of the allotment order or of this lease deed, the NOC issued by the LESSOR in favor of the LESSEE for mortgaging the leasehold rights with the Financial Institutions/Banks shall stand cancelled and a copy of the notice mentioned in the Clause 12.1 shall be communicated to the Financial Institutions/Banks.

8 SUBLEASE AND ITS CONDITIONS

8.1 The LESSEE can sublease their built-up area for permitted industrial activity as per the prevailing office order/circular of the LESSOR, for a period of five years and renewable for every three years thereafter. The LESSEE shall pay the subleasing charges upfront annually at the rates specified in the prevailing office order/circular of the LESSOR.

8.2 The LESSEE shall communicate to the LESSOR of the sublease agreement entered into with the Sub-LESSEE and the Self Declaration Form indicating the actual extent sub-leased, within 15 days from the date of the sub lease agreement. Any suppression of facts shall attract penalties as per the prevailing office order/circular of the LESSOR.

8.3 Further, if the LESSEE has implemented the project, LESSEE shall be permitted to construct Plug& Play Facility/Warehouse in the balance unutilized area and sub-lease the same, subject to remittance of applicable sub-leasing charges as per the prevailing office order/circular of the LESSOR.


PROJECT OFFICER
SIPCOOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.


Project Officer

9 TRANSFER OF LEASEHOLD RIGHTS

- 9.1 In an event where LESSEE wishes to transfer the leasehold rights either in whole or in part, the same shall be proceeded with after obtaining prior approval from the LESSOR.
- 9.2 On such approval from the LESSOR, a modified lease deed shall be executed by the LESSOR with the transferee entity to the extent transferred by the LESSOR.

10 CHANGE IN CONSTITUTION AND MANAGEMENT

- 10.1 The change in constitution in consonance with applicable laws, shall not be made without the prior approval of the LESSOR.
- 10.2 The change in management of the LESSEE entity shall not be made without the prior approval of the LESSOR. In such case, the LESSEE shall pay applicable transfer fee as per the prevailing Change in Management Policy of the LESSOR and a modified lease deed shall be executed and registered to that effect.
- 10.3 However, if any change in the directors/partners/shareholders of the LESSEE entity does not result in change in management, such change shall be intimated within 30 days from the date of change and acknowledgement shall be obtained from the LESSOR. If there is any change in the name or the address of the registered office or administrative office of the LESSEE, the same should be intimated in writing to the LESSOR then and there along with the proof of such change.
- 10.4 In the event of demise of the LESSEE, in a proprietorship concern, the legal heir or legal representatives shall intimate the same in writing to the LESSOR within 90 days from the date of such an event.

11 SURRENDER OF PLOT

- 11.1 The LESSEE may surrender the allotted plot or part thereof by executing/registering the surrender deed in favour of the LESSOR. In


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.


GM-PR

case of any existing mortgage of the allotted plot as stipulated in Clause 7.1, the LESSEE shall produce a "No Objection Certificate" or "No Due Certificate" from the concerned banks/financial institutions.

11.2 In case of any pending dues, charges, penalties to be paid by the LESSEE to any of the Competent Authorities and/or the LESSOR, the same shall be cleared by the LESSEE before executing the surrender deed.

11.3 Further, if any dues, charges or penalties are brought to the notice of the LESSOR after the execution of the surrender deed, the LESSEE shall be held responsible for clearing the same at any point of time after execution of the surrender deed.

11.4 On such a surrender, the LESSOR shall make a payment computed as per the prevailing surrender policy of the LESSOR. No compensation for improvement of building or other structures erected in the plot shall be made by the LESSOR.

12 CANCELLATION AND RESUMPTION

12.1 The LESSOR reserves the right to serve 90-days show cause notice for cancellation of the allotment and forfeiting the amount remitted for the plot allotted, if it is found that the LESSEE is in non-compliance of the terms and conditions of the original allotment order or of the Lease Deed executed by the Original Allottee or Modified Lease Deeds executed subsequent to the Original Allotment for the Schedule 'B' property if any or this Modified Lease Deed or the terms and conditions of SIPCOT Approval Letter No ID/SPR-II/Caparo/5/2006 dated 10.02.2021, including non-implementation of the project and/or having unutilized extent of the allotted plot and/or non-payment of dues.

12.2 Unless it is rectified by the LESSEE within a period of ninety (90) days from the date of show cause notice issued by the LESSOR, the LESSOR reserves the right to cancel the allotment and initiate proceedings for **resumption of the plot or part thereof** under the


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR


For CAPARO ENGINEERING INDIA LTD.
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provisions of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 or under any Statute for the time being in force for eviction against the LESSEE as well as for any other mode of recovery in force at that point of time as prescribed by law.

In such an event, the LESSEE shall not be entitled for any compensation including plot cost, annual lease rent, interest and enhanced interest, compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the LESSEE to the LESSOR by virtue of this deed.

12.3 In such case of resumption of the **allotted plot or part thereof**, the LESSEE shall remove the factory buildings, structures and fixtures located on the same, within the stipulated period as per the Acts and Statutes mentioned in Clause 12.2, failing which the LESSOR has the right to take possession of the same without paying any compensation for any of the factory buildings, structures and fixtures on the **allotted plot or part thereof**.

13 RENEWAL

13.1 The LESSOR, at the request and cost of the LESSEE at the end of the said term of 99 years from the date of execution of lease deed by the Original Allottee, may execute a new lease of the schedule mentioned plot by way of renewal for a similar period of 99 years on such covenants and provisions as may be mutually agreed to or as per the prevailing policy.

13.2 In case the LESSEE does not opt for renewal at the expiry of 99 years from the date of execution of lease deed by the Original Allottee, the LESSEE shall peacefully quit the allotted plot and deliver vacant possession to the LESSOR after removing the factory building, structures and fixtures without damaging the common amenities within a stipulated time. The LESSEE shall not claim any refund of any charges whatsoever.


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR


For CAPARO ENGINEERING INDIA LTD.
GM-HR

14 DISPUTE RESOLUTION, GOVERNING LAWS AND JURISDICTION

14.1 Any dispute or differences between the LESSOR and the LESSEE with regard to this lease deed shall be resolved amicably between the parties failing which such disputes shall be referred to a Sole Arbitrator. The Sole arbitrator shall be appointed by mutual consent of the LESSOR and the LESSEE as per the provisions of Arbitration and Conciliation Act 2016 or under any statute for the time being in force. This Lease deed shall be subject to the applicable laws of India and the courts in Chennai shall have exclusive Jurisdiction.

15 NOTICES

15.1 Unless otherwise notified in writing with acknowledgement due, the address for notice/correspondence to either of the parties hereto shall be hereunder:

The LESSOR: M/s. SIPCOT, 19 A, Rukamani Lakshminpathy
Road, Egmore, Chennai- 600 008.

The LESSEE: M/s. Caparo Engineering India Ltd,
1007-1010, 10th Floor, Kailash Buidle 26 Kasturba
Gandhi Nagar, New Delhi- 110 001.

15.2 All notices/correspondence shall be sent in writing by electronic mail or by facsimile or by post.


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.

GM/HR

16 AUTHORISED SIGNATORIES

16.1 The signatories to this lease deed personally covenant that they are duly authorized to execute this lease deed on behalf of the respective party whom they represent.

17 ORDERS

17.1 The LESSEE at all times shall strictly comply with prevailing office orders/circulars issued by the LESSOR which shall be published from time to time and shall be binding on the LESSEE thereon.

18 CONFIDENTIALITY

18.1 The parties agree that no announcement regarding the LESSOR/LESSEE and /or its business or the negotiations leading to this transaction will be made by the LESSOR/LESSEE to any third parties except to Court of Law and other persons who need to be aware of the transaction for the operation of the business of the LESSOR/LESSEE.


PROPERTY OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.

GM/HR

SCHEDULE - A**(Description of the Industrial Park)**

All that piece and parcel of land known as the Industrial Park, Sriperumbudur Comprising of about 2469 Acres of land situated in Pondur 'C', Sriperumbudur 'C', Irungulam, Pondur 'A', Araneri, Mambakkam, Thirumangalam, Sirumangadu and Santhavelur Revenue villages, put in compact block within the Taluk of Sriperumbudur, Sub-Registration District of Chengalpattu in Kancheepuram Revenue District. The Industrial Park is bounded.

On the south by	- Pondur 'C', Araneri, Mambakkam, Sirumangadu and Santhavellore villages
On the North by	- Sriperumbudur 'C', Irungulam, Mambakkam, Thirumangalam and Santhavellore villages
On the East by	- Sriperumbudur 'C' and Pondur 'C' villages
On the West by	- Santhavellore village


PROJECT OFFICER
SRIPERUMBUDUR INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD

GM, HR

SCHEDULE - B 1

(Description of the property concerned in this lease)

(Value of the property Rs. 1,78,80,000/-)

All that piece and parcel of land known as Plot No T-1 (Phase - II Expn.) at SIPCOT Industrial Park, Sriperumbudur within the village limits of Thirumangalam and Taluk of Sriperumbudur, Sub-registration District of Chengalpattu of Kancheepuram in Revenue District containing by admeasurement 8.94 Acres or thereabouts and marked by Green coloured boundary lines on the plan annexed hereto, bearing Survey Nos 348 Part, 356 part, 357 Part, 358 Part & 359 Part of Thirumangalam Village and bounded.

On the North By	: Sf. No. 361
On the South By	: NH-4 Bye pass (Chennai to Bangalore)
On the East By	: Sf. No. 347
On the West By	: Sf. No. 370

LINEAR MEASUREMENTS:

East to West on the North	: 180.00 m
East to West on the South	: 180.00 m
North to South on the East	: 201.00 m
North to South on the West	: 201.00 m


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.

GM

SCHEDULE - B 2

(Description of the property concerned in this lease)

(Value of the property Rs. 11,78,97,000/-)

All that piece and parcel of land known as Plot No T-2 (Phase-II Expn.) at SIPCOT Industrial Park, Sriperumbudur within the village limits of Thirumangalam and Santhavellore "C" Village Taluk of Sriperumbudur Sub-registration District of Chengalpattu of Kancheepuram in Revenue District containing by admeasurement 109.72 Acres or thereabouts and marked by Green coloured boundary lines on the plan annexed hereto, bearing Survey Nos 292Part, 296Part, 297Part, 298, 299, 301, 302pt, 304, 305, 306, 307Part, 308Part, 309Part, 310Part, 312Part, 338Part, 339 Part, 340 Part, 341 Part, 342, 344, 345 Part, 346, 347 Part, 348 Part, 349 Part, 355 Part, 356 Part, 357 Part, 358 Part, 359 Part, 360, 361, 362, 363, 366 Part, 367, 368, 369, 370, 371pt, 372, 373 Part, 374, 375 Part of Thirumangalam Village & 359Part of Santhavellore "C" Village and bounded.

On the North By : Old NH-4 Road

On the South By : NH-4 Bye pass (Chennai to Bangalore)

On the East By : NH-4 Road

On the West By : S.V. Chatram to Wallajabad road

LINEAR MEASUREMENTS:

East to West on the North : 1838.7 m

East to West on the South : 2156.96 m

North to South on the East : 6.28 m

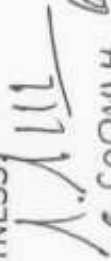
North to South on the West : 928.16 m


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR


For CAPARO ENGINEERING INDIA LTD.
G. J. HR

IN WITNESS WHEREOF **Thiru S.Sakthival, Project Officer** acting for and on behalf of the LESSOR and **Thiru K.Sreenivasan, General Manager** acting for an on behalf of the LESSEE have hereunto set their hands on the day, month year first above written.

WITNESS:

1.  **S. SATHYA KUMAR**
SRIPLOT INDUSTRIAL PARK
SRIPLOT,
SRIPERUMBUDUR.

Signature of LESSOR


PROJECT OFFICER
"SRIPLOT INDUSTRIAL PARK"
SRIPERUMBUDUR

Signature of LESSEE

WITNESS:

1.  **M. S. MAHALINGAM,**
S/D, M. S. SATHYANARAYANAN,
NEWVA, O. B. N. S.,
TEMPERING NAGAR, ISROD,
APURATHUR.
CHAMIN - 600023.

For CAPARO ENGINEERING INDIA LTD.


GM - HR

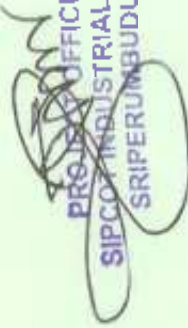
2. **Mohesh M**
S/D M. Mahalingam,
Doddanur,
Bangalore - 43

IN WITNESS WHEREOF THE Common Seal of M/s Caparo Engineering India Limited (the LESSEE has hereunto been affixed on this 18th day of June Two Thousand Twenty One Pursuant to the Resolution of the Board dated 23rd April, 2021 in the presence of Thiru Rajeev Paal Gupta, Whole-time Director of the company.

IN PRESENCE OF:

1. Thiru Rajeev Paal Gupta, Whole-time Director

2.


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.

GM HR

3.

SIPCOT

INDL PARK, SRIPERUMBUDUR

S.F.No:- 348pb, 356pb, 357pb, 358pb & 359pb

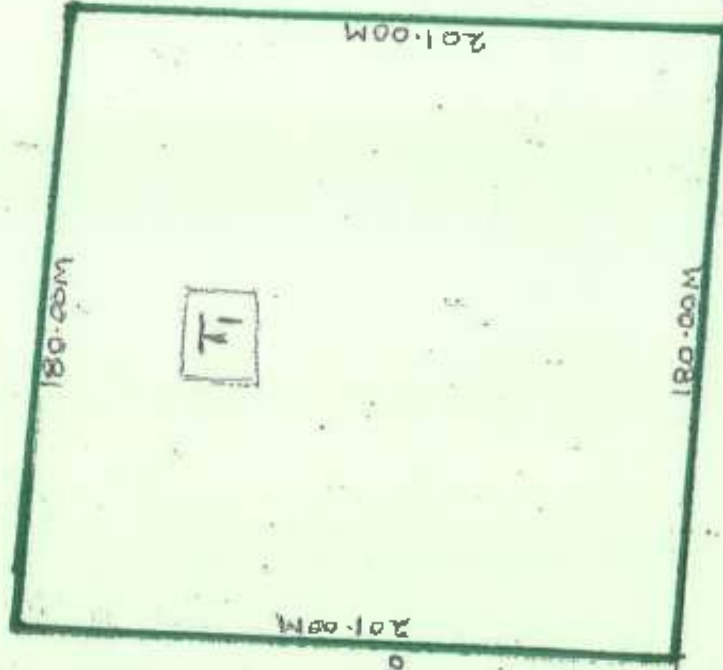
VILLAGE:- THUDMANCORNALUR

Plot No:- 71

EXTENT:- 8.94 Ac



S.F No - 361



S.F No - 347

S.F No - 370

BANGALORE N.H - 4 ROAD (BYPASS ROAD)

CHENNAI

PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

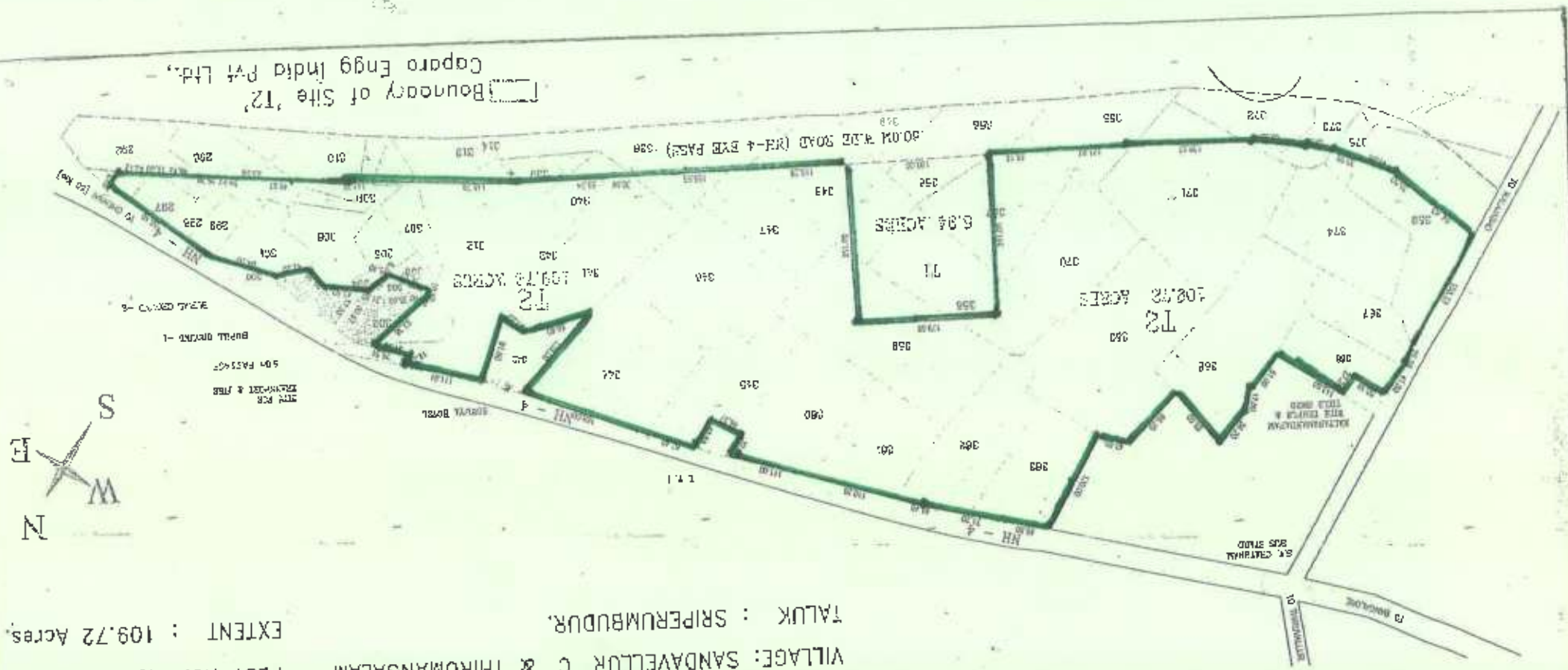
For CAPARO ENGINEERING INDIA LTD



GM/HR

SIPCOT INDUSTRIAL PARK, SRIPERUMBUDUR (PHASE-II)

VILLAGE: SANDAVELLUR 'C' & THIRUMANGALAM PLOT No.: 12
 TALUK : SRIPERUMBUDUR.
 EXTENT : 109.72 Acres.



Boundary of Site 'T2'
 Caparo Engg India Pvt Ltd.

For CAPARO ENGINEERING INDIA LTD.
 GM: HR

PROJECT OFFICER
 SIPCOT INDUSTRIAL PARK
 SRIPERUMBUDUR



State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking)

GIN : U74999TN1971SGC005967

ID/SPR-II/Caparo/5/2006

Date : 10.2.2021



To

M/s. Caparo Engineering India Pvt. Ltd.,

T-1, T-2, SIPCOT Industrial Estate,

Sunguvarchatram,

Sriperumbudur Taluk,

Kancheepuram - 602 106.

/ BY RPAD / e.mail/

Sir,

Sub : Plot Nos.T-1 & T-2 measuring 118.66 acres allotted at SIPCOT Industrial Park, Sriperumbudur (Ph-II) - Change in constitution of the company from M/s.Caparo Engineering India Pvt. Ltd., to M/s.Caparo Engineering India Ltd., - Approval accorded - Reg.

- Ref : 1) Allotment Orders / Amendment letter dt.3.2.2006, 29.6.2006, 1.9.2006 & 6.9.2006
2) Your letters dt.5.12.2018, 24.1.2019, 1.2.2019 and another letter dt.nil received on 10.10.2019 & 3.8.2020, 3.11.2020 and 29.12.2020 & e.mails dt.23.9.2020, 2.12.2020 & 30.12.2020
3) This office letters dt.7.1.2019, 11.3.2019, 13.12.2019, 25.9.2020 & 4.12.2020 & e.mail dt.2.12.2020

Further to the references cited, we hereby accord approval for the change in constitution / name of the company from M/s.Caparo Engineering India Pvt. Ltd., to M/s.Caparo Engineering India Ltd., subject to payment of Processing fee of Rs.11,800/- (including GST @ 18%) immediately along with other dues, if any, and execution of Modified lease deed at your risk and cost within 45 days from the date of payment, for effecting the change in the name of the Company / Constitution.

Also, we hereby accord approval for the following revised shareholding pattern subject to payment of Processing fee of Rs.47,200/- (including GST @ 18%), immediately, (as the shareholding pattern has

PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.
GIN-JHR

Regd. Office : 19-A, Rukmani Lakshmiipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.
Phone : 45261777, Fax : 45261796, Website : www.sipcot.tn.gov.in



State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking)

CIN : U74899TN1971SGC005867

been changed during 2011, 2012, 2015 & 2020 without obtaining prior approval from SIPCOT).

Sl. No.	Name of the shareholders	% of shareholding as on 15.9.2020
1.	M/s.Caparo India P.Ltd., / M/s.Caparo India Ltd.,	0.0008% #
2.	M/s.Blue Elephant Finance Ltd., Mauritius	99.9992%
3.	Thiru Sanjiv Kashyap ***	0.0000%
4.	Thiru Rajeev Paal Gupta ***	0.0000%
5.	Thiru Biswajit Ghosh ***	0.0000%
6.	Thiru Tushar Dey ***	0.0000%
7.	Thiru Amit Kapil ***	0.0000%
	Total	100%

*** Beneficial ownership of shares held by M/s.Caparo India Ltd.,

Further, you are informed that as per Allotment order condition No.17 and Lease Deed condition No.33(i), you have to obtain prior approval from SIPCOT. Hence, the same may be followed in future in adherence with Allotment Order/Lease Deed.

Yours faithfully,
Sd/-
Managing Director

✓ Copy to:

The Project Officer, } For necessary follow up action and to report to
SIPCOT Industrial Park, } Head Office for compliance.
Sriperumbudur.

/ Forwarded by Order /

[Signature]
Assistant General Manager (P-I)
3/2

Regd. Office : 19-A, Rukmani Lakshminpathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.
Phone : 45261777, Fax : 45261796, Website : www.sipcot.tn.gov.in

[Signature]
PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

FOR CAPARO ENGINEERING INDIA LTD.

G.M.-HR



State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking)

CIN : U74999TN1971SGC005987

P-III/SIP-SPR/5/Caparo/2006

Date: 19.04.2021

M/s.Caparo Engineering India Limited,
T-1, T-2, SIPCOT Industrial Park,
Sungavarchatram,
Sriperumbudur Taluk,
Kancheepuram - 602 106.

/By RPAD/Mail/

Sirs,

Sub:Plot Nos.T-1 & T-2 measuring 118.66 acres allotted at SIPCOT Indl.
Park, Sriperumbudur - Execution of Modified Lease Deed - Reg.

Ref: 1. This Office letter dt.18.3.2021 & 26.03.2021.
2. Your mail / letter dated 26.02.2021 & 4.4.2021.

&*&*&*&

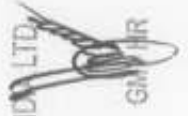
With reference to the above, we hereby furnish the clarifications to the queries raised by you as below and the Modified Lease Deed has to be executed accordingly.

S.No.	Remarks of the Allottee Company	Reply
1	Earlier they had two separate lease deeds for the plots T1 and T2 respectively, however SIPCOT has now proposed one single modified lease deed.	There is no impediment to have a single MLD to give effect to the change of name and the change in constitution of the Lessee wherein the executions of two Principal Lease Deeds having been mentioned in the Recitals "g" & "h" and in the Covenants, "A" "B" "C" "D" and more fully described in the Schedule B-1 and the Schedule B-2 of the draft MLD.
2	The Modified lease deed is totally a different draft than the original lease deed executed by them, with many new one sided clauses in the agreement and many old clauses with new language.	There is no any embargo in having clauses in new language. This is due to revision of lease deed and MLD clauses we have done.
3	Changes suggested by Managing Director of SIPCOT by hand needs to be incorporated in the final draft.	Will be incorporated in the final MLD.

Regd. Office : 16-A, Puthur & Lakshminagar Road, Post Box No. 72/3, Egmore, Chennai - 600 005.
Phone : 4598777, Fax : 4526179. Website : www.sipcot.in.gov.in


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD,


GIM IR



State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking)

CIN U74999TN1971SGC005967

4	Reason for modification in the lease deed has been mentioned as change in constitution of the company. In their view it should be changed to Change in Constitution / Change in name of the company, from Private limited to Public limited.	Agreed and shall be incorporated in the final draft
5	On Page no.3 of the modified deed, in recital clause (g) the purpose of allotment has been mentioned as only as "manufacturing of sheet metal stamping", however as per the original deed the purpose of allotment was: "sheet metal stamping unit, Tool room cum R&D center, Forging and Aluminium Die Casting unit. "This should be included in modified deed also. Page 8 Clause 2.2, word "remaining lease period" should be added before "83 years" and "84 Year".	Agreed and shall be incorporated in the final draft.
6	Copy of Approval letter dated. 10.02.2021 should be enclosed with the deed as stipulated in page 8 clause 2.4.	Agreed and shall be enclosed.
7	On Page 23, Schedule B2, Survey B2, Survey no."367 is wrongly mentioned as "3d7".	Agreed and shall be corrected.
8	Plan/maps of the leased plot need to be annexed with Modified lease deed as they have been referred in the property schedule.	Agreed and shall be annexed to the MLD.

Copy to:

The Project Officer,
SIPCOT Industrial Park,
SRIPERUMBUDUR.

:: To incorporate the above suitably in the
MLD before execution / registration
of the same.

Yours faithfully,
Sd/-
Managing Director

// Forwarded by Order //

General Manager (P-III)

Regd. Office : 15-A, Rukman Lakshmiipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008
Phone : 45261777, Fax : 45261796, Website : www.sipcot.in

PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.

GM/IR

CAPARO ENGINEERING INDIA LIMITED (A Group Company)

Corporate Identity Number: U74101DL2000PLC105609

Corp. Office: 7, Maruti J.V. Complex, Delhi – Gurgaon Road, Gurgaon – 122 015 (Haryana)

Telephone: +91-124-4318000 Fax: +91-124-4016829

Website: www.caparo.co.in, Email: info@caparo.co.in

CERTIFIED TRUE COPY OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF CAPARO ENGINEERING INDIA LIMITED AT ITS MEETING HELD ON FRIDAY, THE 23RD DAY OF APRIL, 2021, AT PLOT NO. 7, MARUTI J. V. COMPLEX, DELHI - GURGAON ROAD, GURGAON-122 015 (HARYANA)

APPROVAL TO EXECUTE MODIFIED LEASE DEED OF THE COMPANY

"RESOLVED THAT consent of the Board of Directors of the Company be and is hereby accorded to execute a Modified Lease Deed of the Company in respect of its manufacturing facility located at T-1 & T-2, SIPCOT Industrial Estate, Phase-II, Sanguvarchatram, Sriperumbudur Taluk, District-Kancheepuram, Tamil Nadu - 602106 pursuant to name change of the Company from Caparo Engineering India Private Limited to Caparo Engineering India Limited.

RESOLVED FURTHER THAT Mr. K Sreenivasan, General Manager, Mr. Tushar Dey and Mr. Rajeev Paal Gupta, Whole-time Directors of the company be and are hereby severally authorized to execute the Modified Lease Deed and to do such other things as may be necessary to execute the said Modified Lease Deed.

RESOLVED FURTHER THAT Mr. K Sreenivasan, General Manager, Mr. Tushar Dey and Mr. Rajeev Paal Gupta, Whole-time Directors of the Company be and are hereby severally authorized to agree to such changes and modification as may be stipulated by SIPCOT and include the same in the documents to be executed.

RESOLVED FURTHER THAT the Common Seal of the Company be affixed wherever necessary in the presence of Mr. Rajeev Paal Gupta, Whole-time Director of the Company in conformity with the Articles of Association of the Company.

RESOLVED FURTHER THAT a certified copy of this resolution be furnished to anyone concerned or interested in the matter under the signatures of any Director or the Company Secretary of the Company."

Certified to be True Copy

For Caparo Engineering India Limited


(Company Secretary)
ACS: 33552



Regd Office: 1007 - 1010, 10th Floor, Kailash Building, 26 Kasturba Gandhi Marg, New Delhi - 110001
Telephone: 011-43251111, Fax: 011-43251149


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK
SRIPERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.


G. J. HR

CERTIFICATE UNDER SECTION 16 OF THE STAMP ACT

I hereby certify that on the production of the Original instrument I have satisfied myself that the stamp duty of Rs. 54,31,080/- Stamp Duty Paid (Rupees Fifty Four Lakh Thirty One Thousand and Eighty only) has been paid therefore.

Date: 18/06/2021

Sub Registrar
Sunguvarchatram

Presented in the office of the Sub Registrar of Sunguvarchatram and fee of ₹ 20,670/- paid at 01:43 PM on the 18/06/2021 by

Left Thumb



[Signature]

Additions as per recitals of document

Execution admitted by

Left Thumb



[Signature]

Additions as per recitals of document

Claim admitted by

Left Thumb



[Signature]

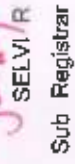
Additions as per recitals of document



Document No. *123* of *1* of *1*
 Contains *3* Sheets
 Registered by *[Signature]*
 Registering Officer

R/Sunguvarchattam/Book-1/1984/2021

Date: 22/06/2021
Sunguvarchattam



Sub Registrar
Sunguvarchattam



Identified By

1.

Mr. HARIKRISHANAN Son of SHANMUGA SUNDARAM No.5 Kuppaswamy Nagar
1st Street, Ayanavaram, Chennai, Tamil Nadu, India, 600023.

2.

Mr. MAHESH Son of MADHAVAN Flat No.305 H S R Grand, Municipal No.3
Katha Old No 702/223, Banaswadi M Main Road Bangalore, Karnataka, India,
560043.

18th day of June 2021


SELVI R
Sub Registrar
Sunguvarchatram

Sub Registrar
Sunguvarchatram

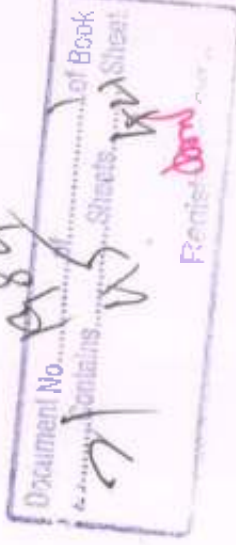
There is no difference between original and 1st duplicate

Compared by - Reader

Examiner

Date: 18/06/2021


Sub Registrar: Sunguvarchatram
Sub Registrar
Sunguvarchatram





இந்திய அரசாங்கம்
Government of India

சக்திவெல் சாண்முகம்
SAKTHIVEL SHANMUGAM

தந்தை
Father: SHANMUGAM

உயர்வகை: 010101566

ஆண் / Male



5109 8308 8290

சுருட்டு - சாதாரண மனிதனின் அதிகாரம்



இந்திய அரசாங்கம்
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ஆண் / Male

PROJECT OFFICER
SRI PERUMBUDUR
SRI PERUMBUDUR

For CAPARO ENGINEERING INDIA LTD.
GM HR



இந்திய அரசாங்கம்

Government of India

சீனாரு கேண்டலம்
Sreenivas Kondayil



Age 34/06/25/02/1973
அகவை : 34

4454 4539 9313

ஆதார் - சாதாரண மனிதனின் அதிகாரம்



சீனாரு கேண்டலம்
Unique Identification Authority of India

முதலில் 30 மீட்டர் நீளம்

நகல் 1

பி.சி.சி. சீனாரு கேண்டலம்
பி.சி.சி. சீனாரு கேண்டலம்
பி.சி.சி. சீனாரு கேண்டலம்
பி.சி.சி. சீனாரு கேண்டலம்
பி.சி.சி. சீனாரு கேண்டலம்
பி.சி.சி. சீனாரு கேண்டலம்

Address: S/O: Sreedharan
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PRASAD STREET,
PARVATHI NAGAR, OLD
PERUNGULATHUR,
PERUNGALATHUR,
Srinivasanagar,
Kanchiapuram, Tamil Nadu,

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CH/HR



भारत सरकार
Government of India



मधन महेश
Medhanshu Mahesh
जन्म तिथि / DOB : 19/06/1971
पुरुष / Male



7781 7903 0045

माझे आधार, माझी ओळख



आधार
Unique Identification Authority of India

पत्ता : टी जी न्यायन, फ्लॉट नंबर 305 एच एल आर वी, मुद्रितिया नंबर 3 नया मोहा रोड 702/223, बंगलुरी आर एन नुवन रस्ता रोड स्टोर्स समी, टोड्डर बसस्टॉप, वेमोडर मीन, कल्याणम, वेमगुड, कर्नाटक, 560043

Address: C/O. T. G. Nayan, Flat Number 305 HLR Road, Municipal Number 3 Nudra Old Number 702/223, Eurotower II 11 Urban Road Opposite Grand Shiva, Dodda Ekanwadi, Bangalore North, Karnataka, Bangalore, Karnataka, 560043



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