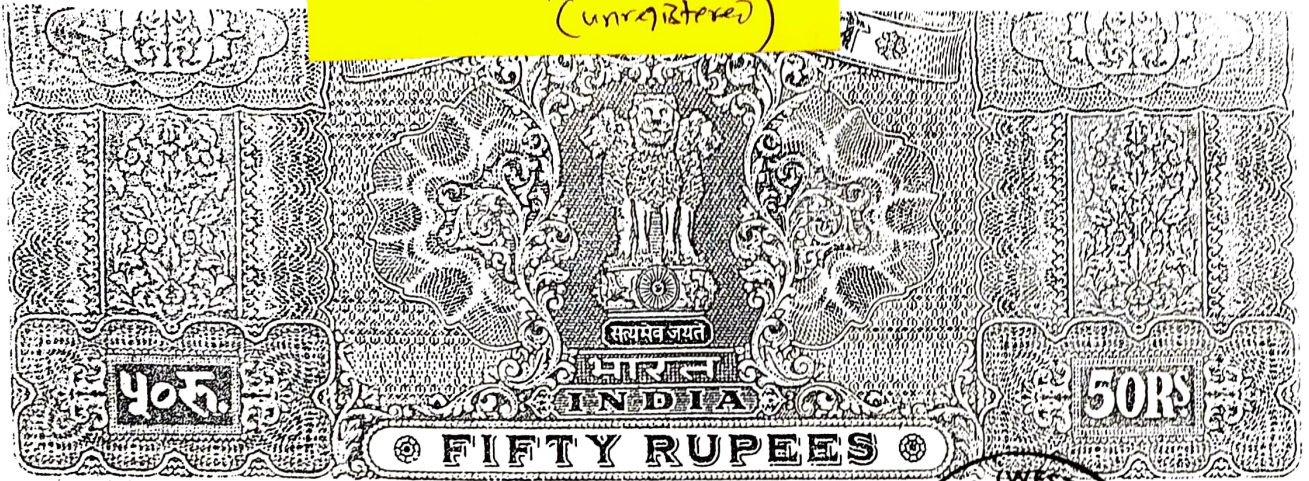


Copy of 2nd Leave
Agreement
(unregistered)



THIS INDENTURE made this 7th day of June Two thousand;

BETWEEN

MESSRS NIPHA STEELS LIMITED, a company incorporated under the Companies Act, 1956 having its Registered office at No.48 Ganga Jamuna (4th Floor), No.28/1 Shakespeare Sarani, in the town of Calcutta, hereinafter called "the LESSOR" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the One Part:

AND

MESSRS SARAF IRON FOUNDRY AND ROLLING MILLS PRIVATE LTD., a company incorporated under the Companies Act, 1956 having its Registered Office at No.48 Ganga Jamuna, 4th Floor and having factory at Village Dakshin Rajyadharpur, National Highway No.2, P.S. Serampore, District Hooghly, hereinafter referred to as the "LESSEE" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and/or assigns) of the Other Part:

SARAF IRON FOUNDRY & ROLLING MILLS LTD

✓ *Narinder*

Director

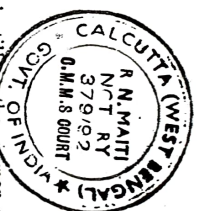
for NIPHA STEELS LTD

Whay

Mg Director

WHERE AS:

(A) Messrs Nipha Steels Limited at all times was and still is the owner of land measuring about 70,000 sq. ft. Together with Induction Furnace lying installed there at and situated at National Highway No.2, Delhi Road, Rajyadharpur Road, Serampore, District Hooghly (hereinafter referred to as the "demised premises").



(B) By a Lease Deed dated 1st January, 1998 the Lessor above named granted lease in respect of the demised premises along with Induction Furnace Installed at No. 2 National Highway, Dakshin Rajyadharpur, Serampur, Dist. Hooghly, more fully described in the schedule hereunder written unto and in favour of Messrs Saraf Iron Foundry & Rolling Mills Ltd., the Lessee herein for the term of 3 (three) years commencing from the 1st January, 1998 and at the monthly lease rent and on the terms and conditions therein recorded.

(C) By a Adandum dated 1st July, 1998 the terms of the said Lease Deed dated 1st January, 1998 were suitably modified and/or rectified and/or clarified.

(D) By the said Lease Deed dated 1st January, 1998 it was agreed that the Lessee herein shall have the option for renewal of the said Lease in respect of the demised premises for a further period of 3 (three) years subject to the Lessee giving three month's notice in writing to the Lessor requesting the Lessor to renew the lease.

(E) In terms of the said Lease Ded dated 1st January, 1998 and in exercise of its option for renewal of the Lease as aforesaid, the Lessee herein has served a notice in writing on the Lessor by letter dated 24th May, 2000 requesting the Lessor to grant a renewed lease in respect of the demised premises in favour of the Lessee for a further term of 3 years commencing from the 1st January, 2001 at the same rent and on the same terms and conditions.

MADE FOR RECORD BY THE REGISTRAR

FOR NIPHA STEELS LTD.

Director

Md Director



(F) Being approached and requested by the Lessee as aforesaid, the Lessor herein has agreed to renew the lease in respect of the said demised premises along with Induction Furnace, more fully described in the schedule hereunder written in favour of the Lessee for a further term of 3 (three) years commencing from the 1st January, 2001 at the same rent and on the same terms and conditions.

NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:

(a) It is recorded that in pursuance of the said hereinbefore in part recited Lease Deed dated 1st January, 1998 the Lessee herein is in possession and occupation of the demised premises along with Induction Furnace Installed, more fully described in the schedule hereunder written. It has been agreed that as per the terms of the said Lease Deed dated 1st January, 1998 the Lessee herein continues to use and occupy the said demised premises including Induction Furnace as Lessee under the Lessor at the lease rent and on the terms therein recorded till December 31, 2000.

(b) It is also recorded that in exercise of its option contained in the Lease Deed dated 1st January 1998 the Lessee herein has applied to the Lessor for grant of renewed lease in respect of the demised premises along with Induction Furnace for a further term of 3 (three) years on the same terms and conditions.

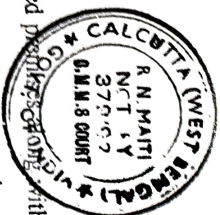
(c) In the premises aforesaid, the Lessor abovenamed doth hereby grant a renewed lease in favour of the Lessee herein in respect of the said demised premises along with Induction Furnace, more fully described in the Schedule hereunder written for a further period of 3 (three) years commencing from the 1st January, 2001 and expiring on the December 31, 2003.

WITNESSED AND SIGNED BY

✓ *R. Narain*
Director

for NIPHA STEELS LTD.

M. Mohan
Md. Director



(d) The monthly lease rent in respect of the demised premises with Induction Furnace shall continue to be the sum of Rs.20,000/- (Rupees twenty thousand only) payable to the Lessor by the Lessee on or before the 20th day of every calendar month without any deduction or abatement on any account whatsoever.

(e) It is recorded that the sum of Rs.20,00,000/- lying deposited with the Lessor by the Lessee as and by way of Security Deposit in pursuance of the said earlier Lease Deed dated 1st January, 1998. It has been agreed that the Lessor herein shall continue to hold the said security deposit amount of Rs. 20 lakhs till the expiry of the term of the renewed lease and the Lessee delivers vacant and peaceful possession of the demised premises in favour of the Lessor. The said Security deposit amount shall carry no interest whatsoever.

(f) The Lessee shall be responsible to bear and pay all rates and taxes as may be found payable on account and in respect of the said demised premises and in this regard, the Lessor shall not in any manner be liable or responsible.

(g) The Lessee shall be responsible to obtain all necessary licences, permission, clearances and No Objections as may from time to time be required for running, using and carrying on business by use of the said demised premises along with Induction Furnace and in this regard, the Lessor shall not be responsible.

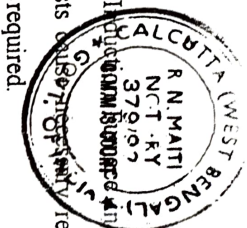
(h) The Lessee shall have the option for renewal of the Lease for a further term of five (5) years on the same terms and conditions but at the enhanced lease rent of Rs. 22,500/- per month.

44245 WEST BENGAL CHAMBER OF COMMERCE & INDUSTRY

For ALPHA STEELS LTD.

Director

Md. Director



(i) The Lessee shall be responsible to keep the Induction Furnace in good repair running and working condition shall at its own costs cause repairs and/or replacement as may from time to time be necessary or required.

(j) The Lessee shall not sub-let, sub-lease or otherwise part with possession of the demised premises or portion thereof.

(k) The Lessee shall not transfer and/or assign its lease hold rights in respect of the demised premises or portion thereof under these presents.

(l) The Lessee shall permit the Lessor and its representatives to visit the demised premises during reasonable hours in day time on previous appointment to inspect the Induction Furnace and the machinery.

PROVIDED ALWAYS and it is hereby mutually agreed and declared by and between the parties hereto as follows :-

(a) The Lessee being desirous of purchasing the reversionary right of the Lessor in respect of the demised premises along with Induction Furnace and giving one calendar month's notice in writing of its such intention to the Lessor then and in such event, the lessor hereby agree to sell and/or transfer in favour of the Lessee or its nominee/s the reversionary rights in respect of the said demised premises along with Induction Furnace, at or for the consideration as may be mutually agreed between the parties. In case of the parties being not able to agree for the amount of the consideration then and in that event, the Lessor herein shall be liable to complete the sale and/or transfer at the then prevailing market price.

(b) It at any time before the expiration of the said term the Lessee shall be desirous of obtaining a further renewal of the term of the lease in respect of the said demised premises along with Induction Furnace and of such its desire shall give to the lessor one

AMAR KUMAR FURNACE & INDUCTION STEELS LTD.

Handwritten signature

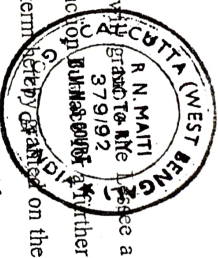
Director

for NIPHA STEELS LTD.

Handwritten signature

M. Director

month's notice in writing then and in such case, the Lessor will lease a further renewal lease of the demised premises along with Induction Furnace Unit, Sheds and other term of 5 (five) years to commence on the expiration of the term hereby granted on the same terms and conditions but at the enhanced lease rent of Rs. 22,500/- per month.



THE SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or parcel or plot of land in aggregate measuring 70,000 sq. ft. be the same a little more or less together with Induction Furnace Unit, Sheds and other plants, machineries and equipments whatsoever installed and/or kept there at situated at National Highway No. 2, Delhi Road, Rajyadharpur, Serampore, Dist. Hooghly./

IN WITNESS WHEREOF the parties here to have put their respective hands and seals the day month and year first above written.

SIGNED SEAL AND DELIVERED:

by the Lessor abovenamed at

Calcutta in the presence of;

Lakshmi Prasad
1 Grove Lane 2nd floor
Flat No. 11 Calcutta
700026.

for **NIPHA STEELS LTD.**

M. S. Ray

Md Director

SIGNED SEALED AND DELIVERED

by the Lessee abovenamed at

Calcutta in the presence of;

Satish Kishore Agarwal
107/24, Durga Path Road
Calcutta - 711107.

SANAT NAG FURNACE & INDUCTION UNIT LTD

S. K. Agarwal

Director