



पच्चीस हजार रुपये
भारतीय गैर न्यायिक
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भारतीय गैर न्यायिक

0200 437025

Secretary,

Adityapur Ind. Area Dev. Authn
Jamshedpur.

LEASE - DEED

This indenture is made this 16th day of June 2004 (Two thousand four) between the Adityapur Industrial Area Development Authority (hereinafter called the "Lessee" which expression shall where the context so admits or implies include his successors in office and permitted assigns) of the ONE PART AND M/s Anvil Cables Pvt. Ltd. carrying on business at Large Sector, IOC More, Gamharia, Jamshedpur and having the registered office at 20, Ballygunge Circular Road, Kolkata 700 019, West Bengal, hereinafter called the "Lessee"

Which expression shall where the context so admits or implies includes his successors legal representative permitted assigns of the OTHER PART.

WHEREAS THE LESSEE has applied for the land described and specified in Part 1 of the schedule appended hereto belonging with all rights easements and appurtenances

For Anvil Cables Pvt. Ltd.

Director.





0200 437026

thereto belong except and reserving unto the lessor all mines, minerals under the said land or any Part thereof for establishing a factory for manufacturing of AAC/AAAC/ACSR Conductors, Stay/Earth Wires etc.

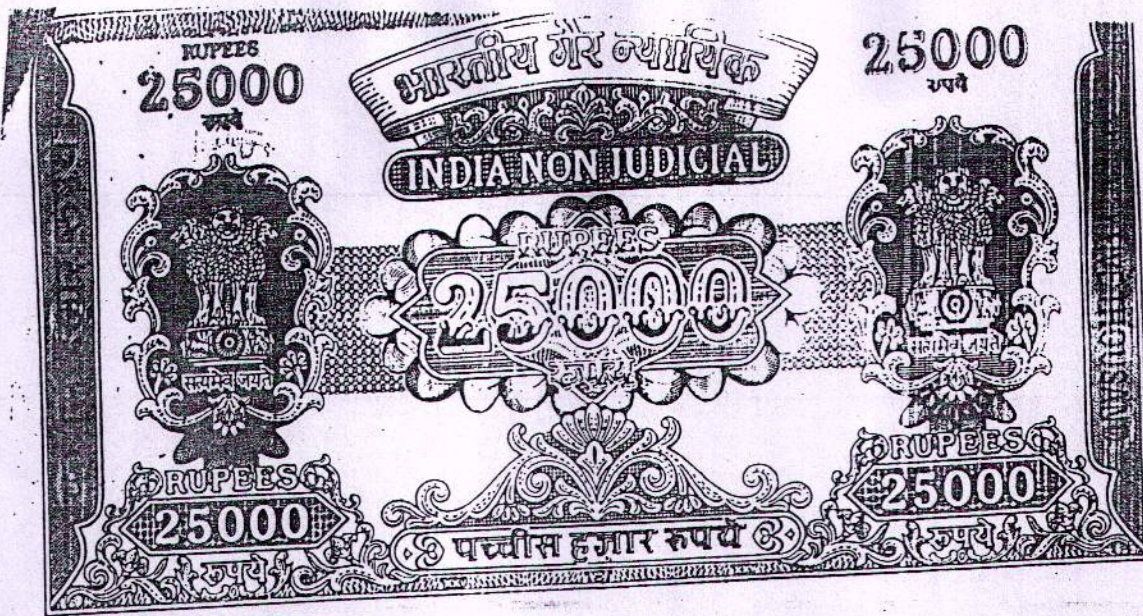
NOW THIS INDENTURE WITNESSETH

In consideration of the bond executed by the lessee and total premium of the land payment to the lessor by the lessee of Rs 10,40,600.00 (Rupees ten lacs forty thousand six hundred only) calculated on adhoc/final basis @ Rs. 5,20,300.00 (Rupees five lacs twenty thousand three hundred only) per acre including proportionate development cost of the area as may be fixed by the Authority and of the rent hereby reserved and of the covenant and agreement on the part of the lessee and fully mentioned in Part II of the Schedule, the lessor doth hereby demise into the lessee all that piece of land mentioned and described in Part I of the Schedule.

For Anvil Cables Pvt. Ltd.

Director.





02DD 437027

SCHEDULEPART - I

Details of the land to be leased out hereinafter referred as:-

Secretary,
Jamshedpur Ind. Area Dev. Authn.
Jamshedpur

Village	Kalikapur
Thana No.	50
Thana	Seraikella
Distt.	Seraikella-Kharsawa
Corresponding to	Large sector, Industrial Area Adityapur, Jamshedpur

Survey Plot No.	Khata No.
205 (P)	43
206 (P)	44
207 (P)	29
208 (Full)	33
209 (P)	39
210 (Full)	44
211 (P)	43
Total Area	2.00 Acres

For Anvil Cables Pvt. Ltd.



02DD 437029

BOUNDARY

According to Survey Map

According to Indl. Map

North : S.P.No. 205, 206 & 209/All parts
South : S.P.No. 211.
East : S.P.No. 209 & 211/All parts
West : S.P.No. 205, 206, 207 & 211/All parts

Vacant Land M-4 (P)
Mokilla Pollitecnic M-1 (P)
Vacant Land M-4 (P)
Road 8' x 6'

Secretary,

Adityapur Ind. Area Devt. Authority
Jamshedpur.

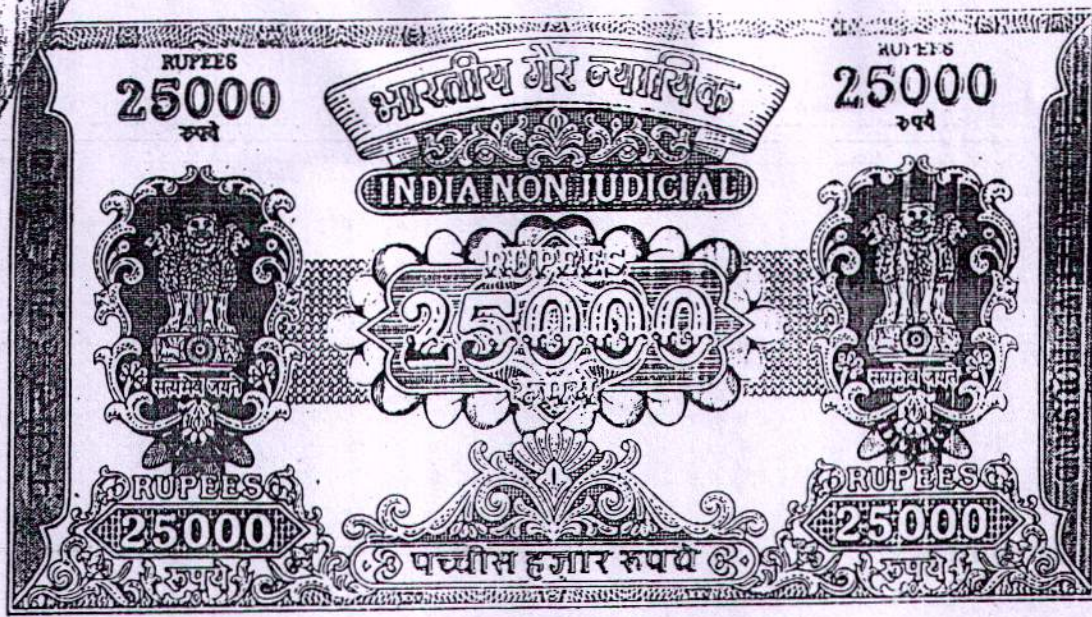
Possession taken over the plot on :- 26.11.2002

TERMS AND CONDITIONS OF THE LEASE:

1. That the lease of land detailed in Part I of the Schedule in given for thirty years to the lessee by the lessor subject to renewal at the option of either part for such period as may be mutually agreed upon.
2. That the lessee would pay to the Adityapur Industrial Area development Authority the proportionate cost of development of land so leased which would include the cost of construction of roads for communication purpose, laying of sewerage and water pipes, construction of electric lines

For Anvil Cables Pvt. Ltd.

Director.



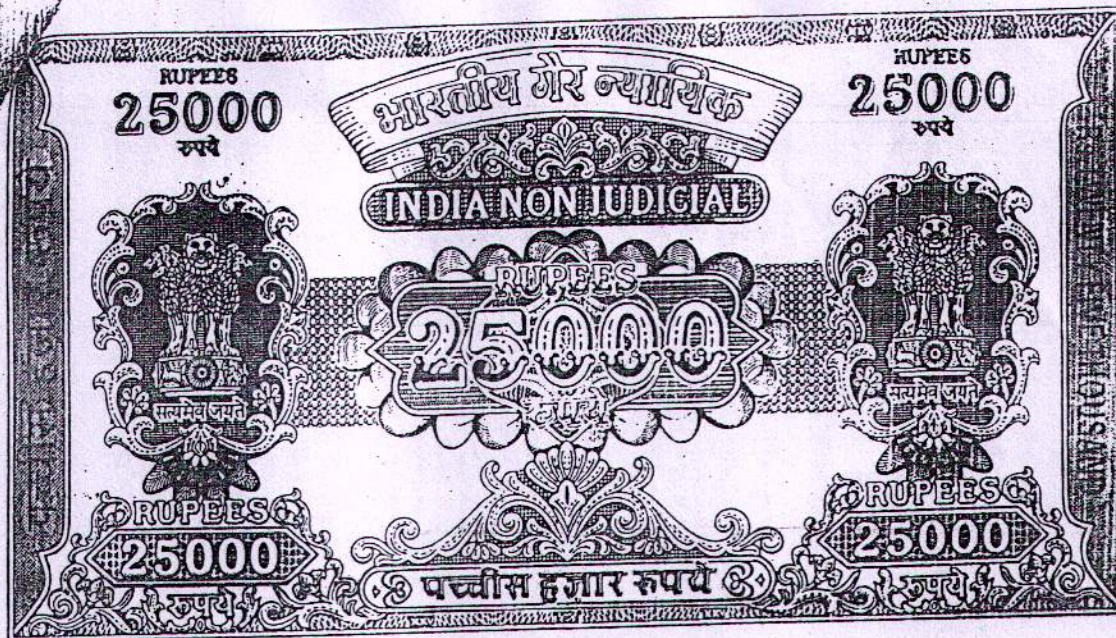
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etc. and other expenditure as may be decided to be part of the development cost by the Adityapur Industrial Area Development Authority. The decision of the Adityapur Industrial Area Development Authority as to what would constitute the development cost would be final, such cost would be subject to revision by the Adityapur Industrial Area Development Authority periodically and the revised cost would be applicable to lessee also.

3. That in case the actual cost of the development, if any, can not be finally determined for reason at the time the lessee is put in possession of the land, the lessee shall pay, the tentative cost of development as may be fixed by the Adityapur Industrial Area Development Authority and shall also execute a bond in favour of the lessor undertaking to pay on demand the balance of the cost of development of the land as and when shall be determined by the Adityapur Industrial Area Development Authority on the basis of actual cost of development along with such other dues, if any, that may be found to be payable by the lessee in terms of lease

For AEvil Cables Pvt, Ltd,
Director,





0200 437028

- 3 (a) The lessee will also be liable to pay the cost towards the maintenance of the infrastructures facilities in the industrial Area from time to time as determined by Adityapur Industrial Area Development Authority

Secretary,

Adityapur Ind. Area Dev. Authn
Jamtshedpur.

- 3 (b) In case of any change in the ownership or possession of the lease hold or any part thereof either by auction purchase or transfer by the Lessee with the permission of the Lessor in terms of the conditions of this deed such person so stepping into the of this Lessee shall execute a fresh lease deed on the same terms of the conditions as of this lease and such person shall not be entitled to use this lease hold or any part thereof for any other purpose or any other industry than the one for which this lease has been granted. In case however, such person intends to use this lease hold or any part thereof so transferred to him for any other industry or purpose than the one for which this lease has been granted such lease with such person shall be subject to approval by the Lessor for

For Anvil Cables Pvt. Ltd.

Director.




5000Rs.



such other industry or purpose and on such approval shall be a new rates prevailing at that time for the land etc. in question.

That the lessee shall pay, annually to the Adityapur Industrial Area Development Authority, or their nominee as rent, the sum of Rs. 5204.00 (Rupees five thousand two hundred and four only) in one installment on or before 31st March every year. The said ground rent is liable to be doubled after every four years and thereafter may be revised every ten years in accordance with provision of the law and Rules Framed by Government of Jharkhand or Adityapur Industrial Area Development Authority as the case may be in force for the time being and in the absence of any such law or rules, as may be fixed by the Lessor.

- 4 (a) In addition there so, if any outstanding dues come to light at any later date due to arrears of account or otherwise the lessee shall pay the same as well to the lessor with such interest and within such time as the Lessor may decide


Secretary,

Adityapur Ind. Area Dev. Authority
Amritsar

For Anvil Cables Pvt. Ltd.

Director.

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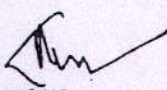


4 (b) The financial institution, which takes the mortgage of the lease hold or any part thereof in the event of sale thereof, shall obtain prior information about the dues other than the land cost. Thereon of the Lessee to the Lessor and indicate in the notice for sale that of the purchaser will be given possession of the lease hold by such institution only after the Lessor in the office of the Lessor and produces a clearance certificate issued by the Lessor in the office of such institution.

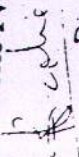
5. If and whenever any part of the rent and or development cost hereby reserved shall be in arrears the same may be recovered from the lessee on an arrears of land revenue under the provisions of the Bihar Public Demands Recovery Act

6. The lessor and the lessee hereby covenant and agrees as follows:-

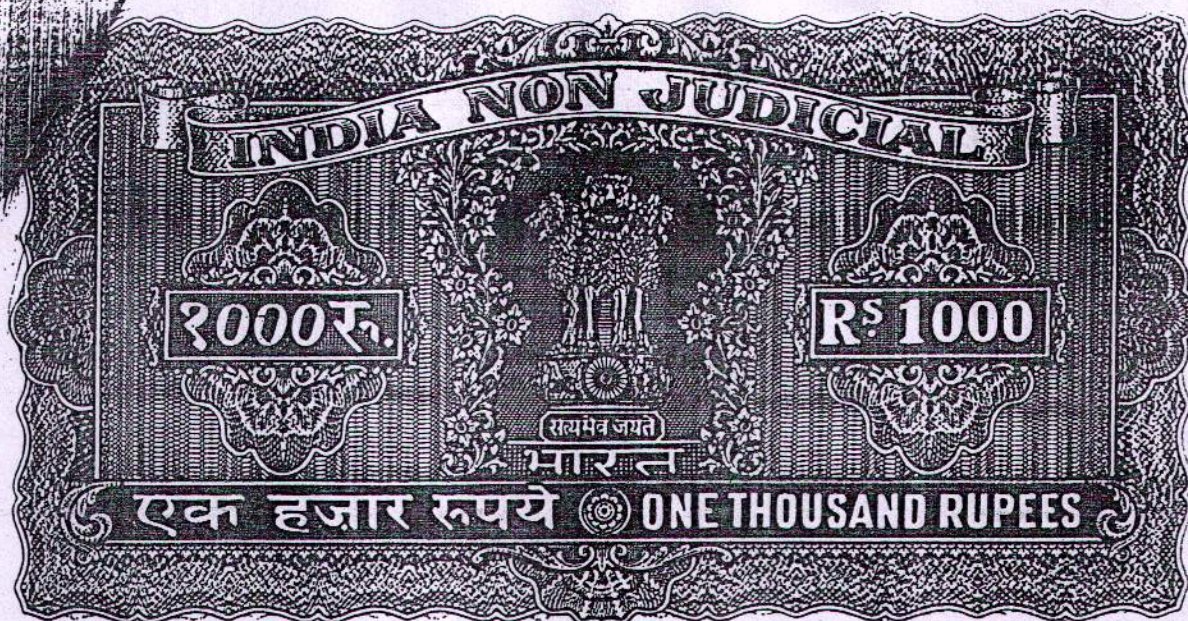
i. That the lessee will not assign, mortgage, under let or part with the possession over the land or any right or interest therein or in respect there to without the previous consent of and also without due approval of any such deed by the lessor


Secretary,

For and on behalf of the Director, Anvil Cables Pvt. Ltd.

For Anvil Cables Pvt. Ltd,

Director.





Secretary,
Adityapur Ind. Area Devt. Authority

or his nominee, provided that in case of registered Small Scale Industry no separate permission will be required to be obtained by the lessee mortgaging it with any financial institution for raising loans for the purpose of the industry for which the land was allotted, and in that case dues of the Adityapur Industrial Area Development Authority shall also be first charge on the properties of mortgage PARI PASSU with the charge of the Financing Institution. Further the properties offered, as security against the loan of the Financial Institution should be adequate to cover full dues of the Adityapur Industrial Area Development Authority as the loans given by the Financing Institution. In that case also the Adityapur Industrial Area Development Authority will remain PARI PASSU interest with the Institution.

- ii. No change in the lease, proprietorship or partnership if it is Private Limited or unlimited Company or a registered of unregistered firm shall be recognized without previous written consent of the lessor or this nominee





- iii. If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in Part I of the Schedule hereunder written the assignee shall duly get his, its or their names registered with the lessor or his nominee within four calendar months after obtaining possession of the holding and will possess and use the land and be bound by all terms, covenants and conditions herein contained.
- iv. That, if subsequently, any part or parts of the said land is required by the State Government or the Adityapur Industrial Area Development Authority for a public purpose (of which matter the State Government or the Adityapur Industrial Area Development Authority shall be sole judge) the lessee shall on being asked by the State Government or the Adityapur Industrial Area Development Authority transfer to then such part or parts of the said land as the Adityapur Industrial Area Development Authority shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State Government or the Adityapur Industrial Area Development Authority shall pay back the lessee a sum

[Signature]
Secretary,

ADITYAPUR

For Anvil Cables Pvt. Ltd.,

[Signature]
Director.



1000RS.



proportionate or equal, as the case may be, to the cost of land and its development, if any, earlier realized from him together with compensation for the building and other structures erected with the approval in writing of the lessor or its nominees in such part or parts of the land at a valuation to be determined by the State Government or a report from a Civil Engineer authorized by them in this behalf and the decision of the State Government or the Adityapur Industrial Area Development Authority shall not be questioned by any authority.

Provided that for the purpose of this sub-clause the State Government or the Adityapur Industrial Area Development Authority would be entitled to resume only such part or parts of the land leased out to the lessee as were not actually being used for the purpose of the manufacture and are not essentially required for any purpose connected with the industry

v If at any time the said land to any part or part thereof shall no longer be required by the lessee for the purpose for which it

[Signature]
Secretary,
Adityapur Ind. Area Dev. Authority
Jamshedpur.

For Anvil Cables Pvt. Ltd.
[Signature]
Director.



100Rs.



is leased out to him the lessee shall, surrender the same to the Adityapur Industrial Area Development Authority or with the prior approval of Adityapur Industrial Area Development Authority the lessee may transfer the lease hold right to any other party only for the industrial purpose for the remaining period of the lease. In case of surrender of the land to Government / Authority the lessee may get refund of the cost of land in proportion to the period for which the lease is made out and the actual possession of the lessee, but in case of forfeiture, the lessee shall not be entitled to any refund.

It is also clarified that such sale be allowed only for industrial purpose and in case purchaser wished to utilize the land for any industry other than that allotted for earlier and/or changes the name and style of the unit, the Lessor shall charge the new rates prevailing at the time for land from the purchase before allowing such and making fresh lease deed

vi. If the Adityapur Industrial Area Development Authority accept the offer made under the foregoing clause the lessee shall be entitled within six months from the date on which

Secretary,
Adityapur Ind. Area Dev. Authority
Jamshedpur.

For Anvil Cables Pvt. Ltd.

Director.

acceptance is communicated to him to remove all building or structures erected on the said land or part thereof, unless the Adityapur Industrial Area Development Authority also wish to accept the standing building or structures in which case the lessee shall be entitled to compensation for those in accordance with the valuation as indicated in Clause (IV) above.

- vii. That the lessee will not make any excavation upon any part of the said land hereby demised nor remove any stones, sand, gravel, clay or earth there from except for the purpose of digging foundation of building for purpose of execution of any work pursuant to the terms of this lease.
- viii. That the lessee shall at his own cost construct and maintain an access road leading from the state road to the said land in strict accordance with specification and details as prescribed by the lessor or his nominee.
- ix. That no building or erection to be erected hereafter shall be commenced unless and until specification plan elevation sections and details thereof shall have been submitted by the



lessee in triplicate scrutiny of land be approved in writing by the lessor or his nominee.

Provided that if the decision of the lessor or his nominee is not available within 180 days of the submission of the plan etc. it would be presumed that the lessor or his nominee has not objected to the commencement of building or erection as the case maybe.

Secretary,

Adityapur Ind. Area Dev. Authority
Jamshedpur.

x.

Both in completion of any such building or erection and all times during the continuance of this demise, lessee shall observe and confirm to that building regulations and to all bye-laws, rules and regulations of the Municipality in existence or to be framed by the Department of Industries, Government of Jharkhand or the Adityapur Industrial Area Development Authority or any Authority authorised by the Department of Industries to framed such rules having authority in this behalf, any other statutory rules or regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

For Anvil Cables Pvt. Ltd.

Director.



xi. The lessee shall submit the plan for building for erection within two months of the delivery of possession of land to the lessee by the lessor.

Provided that the lessor may extend the period for submission of the plan for building or erection on the individual merits of the case.

xii. That the lessee shall correctly mark and keep demarcated the boundaries of the said land and points them out to the inspecting officer of the Government.

xiii. That the lessee shall not expect within then written consent of the lessor or his nominee use the land for any purpose other than those specified above subject to such restrictions and conditions as may be enjoined by different laws which are, or may be in force.

xiv. That the lessee shall use the land for the specified purpose within a period of six months from the date of the lease failing which the lease may be terminated and the lessee evicted from the lands without notice. In case extension is required it can be granted within the discretion of the lessor.

For Anvil Cables Pvt. Ltd.
Director.



xv. That the lessee shall provide reasonable facilities for the training of local people in his factory.

xvi. Other things being equal, the lessee shall give preference to the local people in employment in his industrial undertakings.

xvii.

The lessee shall, subject to the valid legal ground for closure and cessation of work as legally permitted under Industrial Disputes Act, 1947 and labour legislation on the subject, continuously keep and maintain the factory established on the lease hold land (as covered by this lease deed) in a running condition and submitted its verified yearly return or such returns of frequencies as prescribed by this lessor (Authority) from time to time in the prescribed proforma a returnmant for the purpose failing which the lessor may presume that the factory established on the leasehold land has not been continuously running and this may be treated as an independent / or an additional ground for the forfeiture and cancellation of the lease that is as breach of specific conditions for the allotment of land lease.

Secretary,

Ind. & Lab. Dev. Authority

For Anvil Cables Pvt. Ltd.

Director.

7. In case of breach by the lessee any of the terms and conditions the lessor shall have right to determine to this lease and forfeit the consideration money to resume and enter upon the whole of said land without payment of any compensation to the lessee and upon such re-entry the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor reasonable opportunity to show cause and to rectify the commissions or defects if any.

8. In the event of entry by the State Government the lessee shall be entitled to remove within six months from the date of such re-entry all buildings, structures, installations, machinery and other assets from the said land.

9. Should any dispute or difference arise concerning the meaning or interpretation of any clause of provisions contained in this lease the same shall be referred to the Adityapur Industrial Area Development Authority in the appropriate department and the decision of the Adityapur Industrial Area Development Authority such dispute or

Secretary,
Adityapur Ind. Area Dev. Authority,
Jharkhand.

For Arvil Cables Pvt. Ltd.
Director.



difference shall be final, conclusive and binding on the parties hereto.

10. That the lessee paying the rent and other charges and observing the several covenant and conditions contained in these presents shall hold and enjoy the land up to the terms of the lease without interruption by the lessor or by any person lawfully claiming under him.

11. That the lessor and lessee shall have their right subject to the liabilities of a lessor and lessee respectively in accordance with section 108 of the Transfer of Property Act, 1882 except clause (I) and (P) thereof and it is declared that the lessor shall have the fullest liberty to postpone for any time, and from time to time, any action open to him under any or the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and covenants contained in those presents.

The cost and expenses incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

Secretary,

Salivardhi Ind: Area Dev: Authority,
Jamshedpur.

For Anvil Cables Pvt, Ltd.

Director.



12. The lessee shall construct the structure in accordance with the bye-laws of the Authority and any violation will be deemed as a valid ground for cancellation.

IN WITNESS WHEREOF THE COMMON SEAL M/s. Anvil Cables Pvt. Ltd., has hereto been affixed and those presents signed

For and on behalf of
M/s. Anvil Cables Pvt. Ltd.

For Anvil Cables Pvt. Ltd.
[Signature]
Director,

WITNESSES:

1. *[Signature]* Deepak Dokania
2. *[Signature]* Sanjay Kumar

IN WITNESS WHEREOF THE HAND OF Sri
A. Kumar, Secretary, Adityapur
Industrial Area Development Authority for and on behalf of
the Adityapur Industrial Area Development Authority has
been affixed on the date and year first above written.

[Signature]
Secretary,
Adityapur Ind. Area Dev. Authority
Jamshedpur.



[Signature]
Secretary,
Ind. Area Dev. Authority,
Jamshedpur.

WITNESSES:

1. Schusael
2. AIADA

Certified that the original and duplicate copy of this LEASE DEED are exact true and are reproduction of each other.

For and on behalf of
 ✓ M/s. Anvil Cables Pvt. Ltd.
 For Anvil Cables Pvt. Ltd,
Rishi
 Director.

Secretary,
[Signature]
 Aditya: ... Dev: Authority
 Jamshedpur.



PLAN OF ANVIL CABLES PVT. LTD.

AGENTS - KALIKAPUR

ANA - SERAIKELLA

CHAND - 50

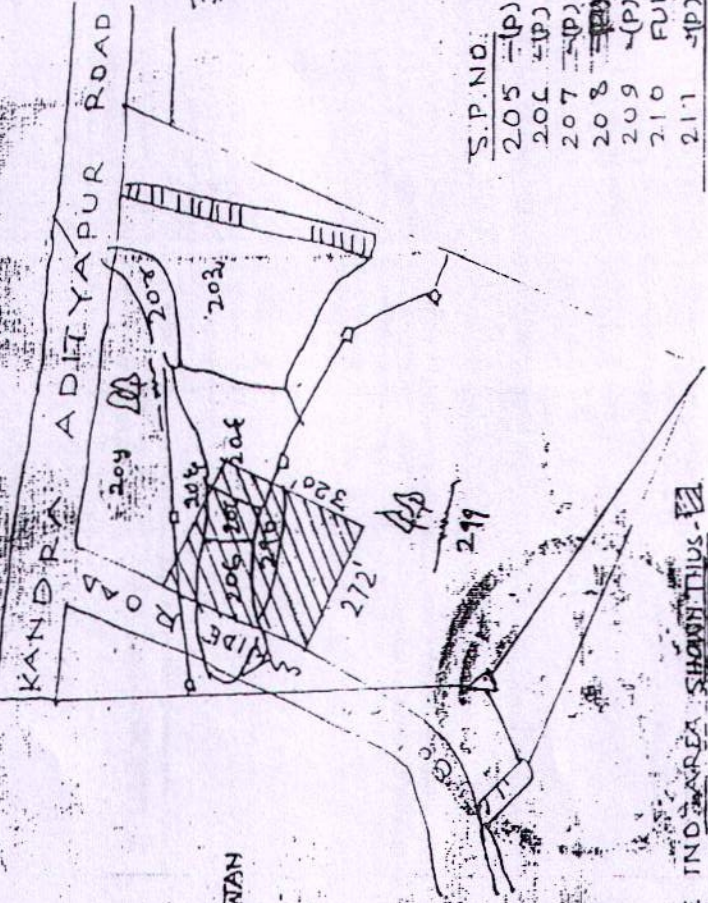
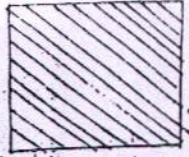
DIST - SERAIKELLA - KHARSAWAN

SCALE - 16" = 1 MILE

For Anvil Cables Pvt. Ltd.

K. K. K.
Director

272'-0"
320'-0" X 272'-0"



S.P. NO.	KHATA NO.
205 - (P) -	43
206 - (P) -	44
207 - (P) -	29
208 - (P) -	33
209 - (P) -	39
210 - FULL -	44
211 - (P) -	43
AREA - 2.00 ACRE.	

INDIVIDUAL PLOT NO. 1 LARGE SCALE INDIVIDUAL SURVEY THIS

CERTIFIED THAT THE ORIGINAL AND DUPLICATE PLANS ARE EXACT TRUE AND REPRODUCTION OF EACH OTHER

Boundary as per Survey Plot

North - 205, 206 & 209/all Parts

South - 211

East - 209 & 211/all Parts

West - 205, 206, 207 & 211/all Parts

Boundary as per Phase Plot

North - Vacant Land

South - Vacant Land

East - Vacant Land

West - Vacant Land

Secretary

For Anvil Cables Pvt. Ltd.

