

NO. 211
DOCT NO.
052
017

Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Yelamanchili along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 1000/- paid between the hours of 3 and 4 on the 26th day of MAY, 2017 by Sri C Harinadh Babu

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SNo-cd	Thumb Impression	Photo	Aadhar Photo	Address	Signature/lnk Thumb Impression
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1-LE



SANDEEP
KUMAR
BAIROLIYA[R]
M/S MAITHAN
ALLOYS
LIMITED
S/O: SAJAN
KUMAR
BAIROLIYA

REPRESENT

E-6
PANCHAVATI
HOUSING
COLONY, AKKI
REDDYPALEM,
PEDAGANTYA
DA, VISAKHAP
ATNAM

[Signature]

2-LR



CHINTALAPUD
I HARANADH
BABU[R]AP
INDUSTRIAL
INFRASTRUCT
URE
CORPORATIO
N LTD REP BY

V.
NAGESWARA
RAO
VUNNAM
KRISHNAIAH

REPRESENT

10-159, NEAR
SAI BABA
TEMPLE
NADIMIPETA,
TIRUVURU, KRI
SHNA

[Signature]

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
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1



S. ASVAMI KUMAR

S/O VISWANADHA
MURTHY PATRUNIVAI ASA
VILLAGE SRIKAKULAM

[Signature]



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Yelamanchili

WHEREAS

The Government of India have permitted the LESSOR to develop, operate and maintain a Multi-Product Special Economic Zone, (SEZ) at Visakhapatnam (hereinafter referred to as 'ANDHRA PRADESH SPECIAL ECONOMIC ZONE' or 'APSEZ' which can have all types of manufacturing/Processing, Trading and Service Units. The Government of India have accorded Notification dated 12-4-2007 for setting up and developing Multi-Product Special Economic Zone over identified area.

The land described in the scheduled was earlier allotted to M/s. Anjaney Alloys Limited (AAL). M/s. AAL has informed to party of the FIRST PART that with approval of the High Court of Kolkata vide CP No. 122/2016 their company M/s. Anjaney Alloys Limited has been amalgamated with M/s. Maithan Alloys Limited vide their representation dated 19-5-2016. The party of the FIRST PART has approved the amalgamation of the company vide their letter No. SPZ/AAL/SEZ/ATP/APIIC/08, Dt.20-2-2017.

In view of the above, Both parties i.e. Party of the FIRST PART and M/s. AAL mutually agreed to cancel the Lease Deed that was executed on 07-9-2009 and registered the same on 08-9-2009 vide Doc.No.2959/09 of SRO, Yelamanchili since the party of the SECOND PART has amalgamated with M/s. Maithan Alloys Limited and the same was approved by the party of the FIRST PART. The Lease Deed executed on 08-9-2009 and Cancellation Deed is also the part and parcel of this document. The date of possession given to the M/s. AAL is holds good for this documents also i.e. 04-10-2008.

AND WHEREAS the FIRST party has given approval to execute a new lease deed in favour of SECOND party keeping all terms & conditions holds good and unaltered as of previous lease deed with AAL.


AND WHEREAS the LESSEE have approached the LESSOR for demising to them all the piece of land by ad measurement of 40.00 Acres or thereabouts and more particularly described in the Schedule hereunder written, and within the bounded area of the said APSEZ and forming part of the land demising to the LESSOR subject to the terms and conditions hereinafter contained and to grant to them all facilities required to be provided under the terms of the SPECIAL ECONOMIC ZONE ACT, 2005 and the Rules made thereunder a letter of allotment was issued in favour of the LESSEE vide reference number SPZ/AAL/ATP/APIIC/08 Dt 31.08.09.


AND WHEREAS by this indenture of lease made at VISAKHAPATNAM between the LESSOR, therein and the LESSEE, and in consideration of the premises and of the Lease Premium Payment and annual rent therein referred to and of the covenants and agreements on the part of the LESSEE, the LESSOR do hereby demise unto the LESSEE all that piece of land in the AP SEZ, contained by admeasurements of 40.00 Acres or thereabouts and more particularly described in the Schedule hereunder written.

AND WHEREAS it has been agreed by and between the parties hereto that the stamp duty and registration charges, if any, shall be borne and paid by LESSEE.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1) (a) In consideration of the premises and various facilities provided (or to be provided) to the LESSEE and payment of Lease Premium amount of 40.00 Lakhs per Acre (Rupees Forty Lakhs Only) and annual rent of RS. 40,000/- (Rupees Forty Thousand Only) per acre per annum (calculated at 2% of the 50% of the Lease Premium


ZONAL MANAGER
APIIC LIMITED
SPECIAL PROJECTS ZONE
FREE STOP SERVICE CENTRE
APSEZ ATCHUTAPURAM
VISAKHAPATNAM-531 011

For Maithan Alloys Limited
Director, Maithan Alloys Limited

Authorized Signatory



V. APPARAO
S/O POLAYYA
MALKAPURAM
VISAKHAPATNAM

V. APPARAO: 26/05/2017, 16:35
[310-1-2017-2117]

वेदप्रसाद

26th day of May, 2017

Signature of JOINT SUBREGISTRAR35
Yelamanchili

Section 88

I have satisfied myself as to the execution of the instrument by Sri V. Nagaraj Kumar, Joint Manager, NRI
personal appearance under section 88(1) of the Registration Act, 1908

Date

Endorsement:

Signature of the Sub Registrar

Desc

In the Form of

	Online	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
SD	0	100	0	0	0	0	100
TD	0	NA	0	0		0	0
RF	0	NA	1000	0		0	1000
UC	0	NA	200	0		0	200
TOT	0	100	1200	0		0	1300

NOTE: TD: Transfer Duty, SD: Stamp Duty, RF: Registration Fee, UC: User Charges, TOT: Total, Desc: Description

Rs. /- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 1000/- towards Registration Fees on the chargeable value of Rs. 0/- was paid by the party through Challan/BC/Pay Order No ,16 dated ,26-MAY-17.

Date

26th day of May, 2017

Signature of Registering Officer
Yelamanchili

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Yelamanchili



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per annum i.e., land cost competent is payable from the date of possession. The Lease rentals for **40.00 Acres** of land for the first 2 years have been considered for waiver from the date of execution. (Hereinafter referred to as 'the said rent') and the covenants and conditions hereinafter contained to be observed and performed on the part of the LESSEE, the LESSOR doth hereby grant, transfer, demise to the LESSEE all that piece or parcel of land described in the schedule (hereinafter referred to as 'the said term') below TO HAVE AND TO HOLD the same unto and use of the LESSEE for the term of 33 years (thirty three) years (hereinafter referred to as 'the said term') commencing from the date of handing over possession of the Said rent shall be payable in advance by the LESSEE after handing over vacant possession by the LESSOR and on execution of this indenture and thereafter on commencement of each subsequent twelve months period regularly in advance.

(b) The LESSOR/GOVERNMENT OF Andhra Pradesh shall facilitate approach road, power, sewage, drainage and water supply line up to the periphery of the land allotted to the Lessee. The LESSOR/Government/Its Agency shall maintain of common facilities and also for the upkeep and maintenance of facilities. The Lessee shall pay the charges for the utilities.

(c) The LESSEE shall pay the said annual lease rentals every year in advance.

(d) The LESSEE shall pay the said annual lease for the subsequent years in advance i.e. by 15th of April every year.


(e) The LESSOR / Government of Andhra Pradesh shall facilitate approach road, power, sewage, drainage and water supply line up to the periphery of the land allotted to the Lessee. The Lessor/Government / Its Agency shall maintain the common facilities. The Lease shall pay the charges for the utilities.

2) (a) The LESSEE shall at its own risk, account and cost, apply for and obtain approval for its unit from the designated authorities as laid down in this regard by the Government of India or any other authority for the time being empowered to do, in this respect, the Developer shall have no responsibility whatsoever, However the Developer may without in any way being obliged or liable to do so and without taking the responsibility in this regard, assist and co-operate with the LESSEE, IN APPLYING FOR THE APPROVAL TO THE EXTENT IT IS POSSIBLE FOR THE Developer to do so.


(b) The LESSEE is fully aware that the grant of permission, making regulations and issuing direction to the units in the SEZ and superintendence of the observance of the conditions of the same are at present the responsibility of the Development Commission for AP SEZ.

The Government of India is however, free to nominate any other authority from time to time and LESSEE shall abide.

(C) Similarly, the LESSEE is also aware that the custom-bonding include import-export is as per SEZ rules 2006. The Developer has no responsibility in this regard and the LESSEE shall deal directly with the concerned authorities for the time being and the time being and from time to time as applicable.


ZONAL MANAGER
APIIC LIMITED
SPECIAL PROJECTS ZONE
ONE STOP SERVICE CENTRE
SEZ ATCHUTAPURAM
WISAKHAPATNAM - 531 011

For Mathan Alloys Limited
(Special Projects Zone)


Authorized Signatory

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 Yelamanchilli



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3. The LESSEE with intent to bind all persons into whatsoever hands demised land may come. Doth hereby covenant with the LESSOR as follows:

(a) During the said term hereby created, to pay unto the LESSOR the said rent and all charges that may be reasonably fixed from time to time by the LESSOR and for payment thereof without deductions unless required by law to do so.

(b) If the said rent hereby reserved or a part thereof being in arrears more than six months whether the same has been legally demanded or not, the LESSOR may take steps to recover the arrears of rent as arrears of land revenue or move the appropriate Court of Law for recovery. A penal interest on rent arrears shall be payable at 12% per annum from the due date. If the rentals are overdue for more than six months, the LESSOR shall have the right of entry into the Said Land.

(c) To bear and pay all rates, taxes, assessments and outgoings which are now or may hereafter be imposed or assessed on the Said Land from this indenture.

(d) To use the Said Land for establishing and operating an Industry involved in the manufacture of 'Ferro Alloys' as permitted by the LESSOR and as specified in the Letter of Approvals ('LoA') granted by the DC for the AP SEZ. In case of default and/or cancellation of LoA, this deed shall stand cancelled.

(e) Not to make any excavation upon any part of the said land hereby demised nor remove any stone, sand, gravel, clay or earth there from except for the purpose of forming foundation, for factory, building and other appurtenances and land scaping or for the purpose of executing any works pursuant to the terms of this lease.

(f) Not to manufacture or trade in any article, thing, material, components and instruments which do not in any way relate to industry other than the authorized one for which permission was granted.


(g) To submit from time to time to the Development Commissioner Plan and the schemes of the particular trade or industry to be established together with such details as may be required to comply with the requirements of such Acts and/or Rules applicable to Special Economic Zones.


(h) To commence production and/or operations within six months of such extended period as agreed to by the LESSOR, from the date of completion of construction of the premises. The construction shall be completed within 2 (two) years from the date of possession of the Said Land.

(i) To observe all labour and other related laws, regulations, or rules in force. It is expressly agreed that the LESSOR shall have no responsibility, liability, burden or connection whatsoever for any breach or violation of any laws, rules and regulations whatever by the LESSEE.

(j) To OBSERVE and confirm to all rules, regulations and Bye-Laws of local authorities concerned or any other statutory regulations including those relating to construction, public health, sanitation and environment control, for the time being and from time to time in force.

(k) To permit the Development Commissioner or any Officer, Survey Workmen or other persons employed by him from time to time at any time without prior notice


ZONAL MANAGER
APIL LIMITED
SPECIAL PROJECTS ZONE
STOP SERVICE CENTRE
SEZ ATCHUTAPURAM
CHENNAI-531 011

APIL Limited
APIL Limited

Authorized Signatory

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Yelamanchili





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being given, to enter into and upon the Said Land and to inspect the general state of the demised land and other documents and vouchers concerning the products manufactured or goods traded by the LESSEE.

- (l) Not to do or permit anything to be done or stored (except those required for production of products approved for manufacture or permitted trading goods in the said land) which may cause nuisance or annoyance, danger or disturbance to the owners/occupiers or residents of other premises in the Zone.
- (m) To use the Said Land only for the purpose of manufacturing processing or assembling products or goods for export and other purposes incidental thereto and not to use the said demised land or any part thereof for any other purpose.
- (n) On expiry of the term, the LESSEE shall deliver to the LESSOR the demised land together with construction thereon, whether permanent or semi permanent in 'as is where is' condition free from all encumbrances and liabilities and the LESSEE shall have no claim on the Said Land except if seeking an extension of the said terms as provided for in clause 7 hereunder.
- (o) Not to transfer, assign, underlet, sub-let, mortgage, sub-lease, or give on license or otherwise deal with or part with possession of the Said Land or any part thereof or to create any interest for or in favor of any third parties therein (except as provided for in Clause 8 hereunder) without the previous consent in writing of the LESSOR and also Development Commissioner and subject to such terms and conditions as prescribed by the LESSOR / Development Commissioner and payment of any charges as stipulated by LESSOR / Development Commissioner.
- (p) To intimate in writing to the LESSOR as the case may be within a fortnight of the changes made or effected in the Corporation Structure or the constitution of the LESSEE and shall obtain approval from LESSOR which shall not be unreasonably withheld.
- (q) To submit such details within such time as may be stipulated by the LESSOR during the term of these presents giving all the necessary particulars as may be required by the LESSOR so as to comply with the requirements of such Acts and/or Rules applicable to Special Economic Zones.
- (r) Not to make any major structural alterations or changes of any nature whatsoever to the factory premises or any additions alterations or changes of any nature whatsoever to the building erected on the demised land without the previous permissions of the LESSOR having been obtained in writing and if permitted to carry out the same in accordance with building by laws of the local authority or any other statutory regulations.
- (s) LESSEE will take possession of the land 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 improvements or developments inside the allotted land are purely at the discretion of the LESSEE.


ZONAL MANAGER
APJCL LIMITED
SPECIAL PROJECTS ZONE
STOP SERVICE CENTRE
SEZ ATCHUTAPURAM
VISOAKHAPATNAM - 531 011


ZONAL MANAGER
APJCL LIMITED
SPECIAL PROJECTS ZONE
STOP SERVICE CENTRE
SEZ ATCHUTAPURAM
VISOAKHAPATNAM - 531 011

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tempest, hurricane, cyclone, thunder, volcanic eruption, fire, war or other extreme atmospheric conditions.

- (b) The Party having any such cause shall promptly notify the other parties in writing of the nature of such cause and the expected delay and take all reasonable steps to prevent occurrence of this cause.
- (c) If, however, it is not feasible to prevent the occurrence of the force majeure event as a result of which that party is prevented from performing its obligation affected by such Force Majeure event, the parties may decide to release that party from performing its obligation or may modify the relevant provisions of this agreement affected by the force majeure event so long as the force majeure event continues in order to enable that party to perform.
- (d) No party shall be liable to the other if, and to the extent that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered as a result of a Force Majeure event.
- (e) If the Force Majeure continues for a continuous period of three (3) months, the parties shall mutually discuss the future course of action available to them to resolve/rectify the Force Majeure event.
- (f) Further, upon the happening of a Force Majeure event, the time period of completion of the project as set out herein above shall get automatically extended by the period for which the Force Majeure event subsists.

7. The title and ownership of the Said Land shall vest with the LESSOR and the buildings/structures and appurtenance constructed on the Said Land by the LESSEE shall remain the property of the LESSEE until the expiry of the said term and subsequent renewals and upon expiry, the Said Land shall revert to the LESSOR.

8. If the LESSEE shall have duly performed and observe the covenants and conditions on the part of the LESSEE hereinbefore contained and shall, at the end of the said term hereby granted, be desirous of receiving a new lease of the Said Land, it shall give notice in writing to the LESSOR before the expiration of the term hereby granted and the LESSOR shall and will at the cost and expenses in every respect of the lease; grant to LESSEE a new lease of the Said Land for a further period of 33 years on payment of yearly rent and charges as may be determined by the LESSOR provided the same shall not be higher than the last annual rent and charges by more than 25% (Twenty Five Percent) and with covenants, provisions and stipulations as hereinbefore contained except this provision for renewal and that every such new lease shall contain in lieu of this clause, a covenant that at the end of the said renewed term of 33 years, the LESSOR shall and will, at the like cost and expenses, grant to the LESSEE further renewals and that every such renewal shall be for such terms and subject to such covenants, provisions and stipulations as hereinbefore contained and including revision of annual rents and other charges if any provided the same shall not be higher than the last annual rent and charges by more than 25% (Twenty Five Percent).


ZONAL MANAGER
APIIC LIMITED
SPECIAL PROJECTS ZONE
TOP SERVICE CENTRE
KALATHURAPURAM
KALATHURAPURAM - 531 011

Notwithstanding to the effect of the above clause, the LESSOR shall and will at the cost and expenses in every respect of the lease; grant to LESSEE a new lease of the Said Land for a further period of 33 years on payment of yearly rent and charges as may be determined by the LESSOR provided the same shall not be higher than the last annual rent and charges by more than 25% (Twenty Five Percent) and with covenants, provisions and stipulations as hereinbefore contained except this provision for renewal and that every such new lease shall contain in lieu of this clause, a covenant that at the end of the said renewed term of 33 years, the LESSOR shall and will, at the like cost and expenses, grant to the LESSEE further renewals and that every such renewal shall be for such terms and subject to such covenants, provisions and stipulations as hereinbefore contained and including revision of annual rents and other charges if any provided the same shall not be higher than the last annual rent and charges by more than 25% (Twenty Five Percent).


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9. The LESSEE may hypothecate and/or charge or/and or create other encumbrances and/or mortgage the assets created on the Said Land for the limited purpose of offering such assets as security in favor of the lenders for securing any amount and payable by it to such lenders which may be any banking company or a banking institution notified by the Central Government under Section 51 of the Banking Regulations Act, 1949 or a corresponding new bank as defined in clause (d) of Section 2 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 or public financial institutions which may be notified by the Central Government in this behalf in consultation with the Reserve Bank of India or any other lender in India and abroad. Provided, however, all such mortgages, charges or encumbrances shall be subject to the rights of the LESSOR under this LEASE DEED and any modification or amendment thereof for the time being in force. The LESSOR agreed that the lender shall be entitled to sell, convey or transfer the assets so charged on the Said Land and subject to the approval of the LESSOR, entitled to sell, convey or transfer the leasehold-rights to the Said Land.


10. The LESSOR agrees to adhere to the requirements of applicable statutes relating to pollution control, forest and environment in terms of approvals, permissions, sanction, compliance etc., as applicable to the Developer. In case of the project i.e., AP SEZ, or any of the units being set up therein being in contravention of applicable provision/regulation relating to aforementioned statutes, LESSOR shall be solely responsible.


11. The LESSOR and the LESSEE agree to adhere to the SEZ ACT, SEZ Rules, policies of the government of India and Government of Andhra Pradesh and Rules, Regulations made there under and directions issued by the Governments there under from time to time.

12. If any dispute arises between the parties hereto in connection with the reasonableness, validity, implementation or alleged material breach of any provisions of this Agreement or regarding any question including the question as to whether the termination of this agreement by any party hereto has been legitimate, the parties hereto shall endeavour to settle such disputes amicably. The attempt to bring about such amicable settlement shall be considered to have failed as soon as one of the parties hereto, after not less than 30 days of such attempt, gives notice of arbitration to the other party in writing.

i. The dispute shall be referred to a sole arbitrator mutually agreed to be appointed by the parties to the dispute. In case, the parties fail to agree on a sole Arbitrator, each party to the dispute shall nominate one arbitrator and the two arbitrators so appointed shall appoint a third arbitrator, who shall preside the arbitration proceedings shall be held in accordance with the provision of the Arbitration and Conciliation Act, 1996 or any amendment thereto from time to time.

ii. The Arbitrator's award shall be final and binding on all the parties and shall be substantiated in writing. The court of Arbitration shall also decide on the costs of the Arbitration proceedings. This will however, be subject to the provisions of the Special Economic Zone Act, 2005.


ZONAL MANAGER
APIIC LIMITED
SPECIAL PROJECTS ZONE
STOP SERVICE CENTRE
APSEZ ATCHUTAPURAM
AKHAPATNAM - 531 011


APIIC Limited
Atchutapuram, Akhapatnam

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Yelamanchili



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SCHEDULE OF PROPERTY

All that piece and parcel of land in the Andhra Pradesh Special Economic Zone, Visakhapatnam by ad measurement 40.00 Acres or there about and covering the following survey numbers and villages and bounded as follows: ~~(Plot No. 42, 42A, 43 & 43A)~~

District: Visakhapatnam

Gram panchayat: APIIC-IALA

Village	Mandal	Sy. Nos.	Extent
Janguluru	Atchutapuram	59p, 77p, 78p, 79, 80p, 81p, 82p, 83, 84, 85, 86, 87, 88p, 89p, 90, 91p, 123p, 135p, 136p, 137p, 138, 139p	39.50 Acres
Maduturu	Atchutapuram	377 Part	0.50 Acres
		Total:	40.00 Acres

Atchutapuram Mandal, Visakhapatnam District, Andhra Pradesh.

The property is bounded by as follows:

North: 30.00 M Wide Road

South: Plot No.44


East: 30.00M Wide Road


West: 45.00M Wide Road

IN WITNESS WHEREOF the LESSOR and the LESSEE hereto have set and subscribed their respective signatures and seals on the day, month and year first above written.

In the presence of

- 1) B. Day
- 2) [Signature]
- 1) [Signature]
- 2) [Signature]


ZONAL MANAGER
SIGNED, SEALED AND DELIVERED by
Authorized Signatory on behalf of
SPECIAL PROJECTS ONE
STOP SERVICE CENTRE
AT ATCHUTAPURAM
VISAKHAPATNAM - 531 011


SIGNED, SEALED AND DELIVERED by
Authorized signatory on behalf of
LESSOR:

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Yelamanchili

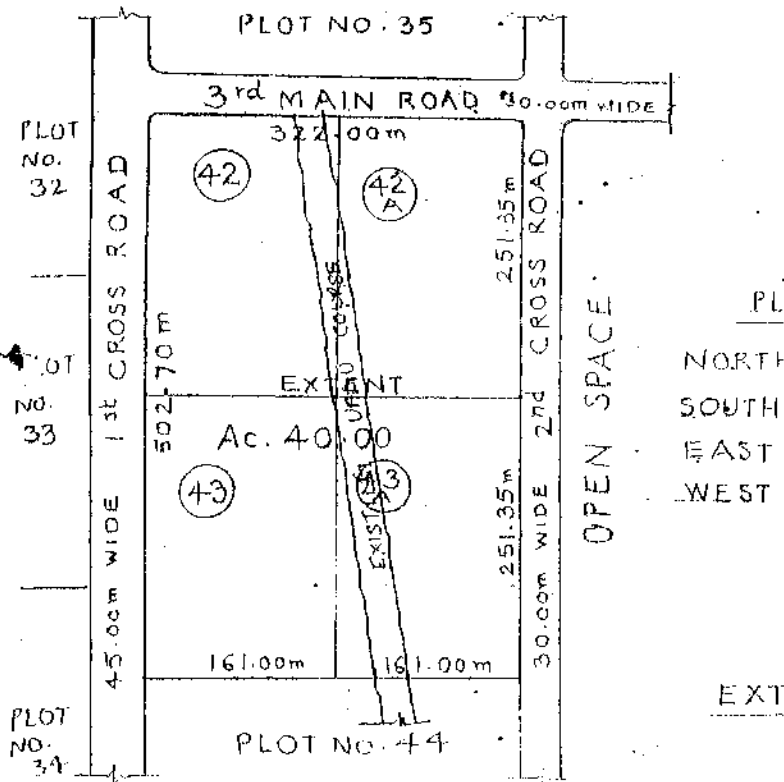


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REVISED SITE PLAN OF PLOT NO. 4
ALLOTTED TO M/S ANJANI ALLOYS LTD
VISAKHAPATNAM.

SCALE :-



ZONAL MANAGER
APIIC LIMITED
SPECIAL PROJECTS ZONE
ONE STOP SERVICE CENTRE
APSEZ ATCHUTAPURAM
VISAKHAPATNAM - 531 041

For Maithan Alloys Limited
 (Vizag Unit Formerly Anjaney Alloys Ltd.)

[Signature]
 Authorised Signatory

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Signature of Registration Officer
YELLAMANCHILI

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