

28 March

ent Corporation Ltd., Jaipur, a b  
1956 having its Registered Office  
(hereinafter called the Lessor which expression shall, unless  
cludes its successor and assigns) OF THE ONE PART AND

Shri..... S/o.....  
R/o.....  
Partner/Director/Proprietor of the firm.....

S/o. \_\_\_\_\_  
 Proprietor of the firm \_\_\_\_\_  
 The demised plot can be mortgaged by  
 deposit of this Land Lease Agreement  
 with \_\_\_\_\_ Bank  
 for obtaining loan for making develop-  
 ment on the demised plot in favour of  
 financial institution / Scheduled Bank  
 only as mentioned in the second proviso  
 to clause 1 (c) of the Land  
 Agreements.



Shri.....ment  
R/o.....[financial]  
Shri.....only as mentioned  
R/o.....to clause-I (c) of  
.....Agreements/o.....  
.....S/o.....  
R/o.....  
Shri.....S/o.....  
R/o.....  
Constituting the registered partnership firm of .....

Dr. G. G. Agarwal, S/o Late Shri B. L. Agarwal, aged 70 years, 10  
Govindam, 6 Bhan Bagh, New Falehpura, Udaipur, Director of  
SECURE METERS LIMITED, UDAIPUR  
a company registered under the Indian Companies Act and having its registered office at  
Post Box No. D-53, 11th Floor, Saket, New Delhi-110017  
OR

~~A Society registered under the Co-operative Societies Act, hereinafter, called the lessee (which expression shall, unless the context does not so admit, include his heirs, executors)~~

For SECUNE METERS LTD.

*S. G. Agorwala*  
Dr. G. G. Agorwala  
DIRECTOR

S. Newali  
Asstt. Regional Manager  
RIICO LTD., UDAIPUR

उप पंजीयक  
प्रादेशिक-द्वितीय (राज)

its administrators, legal representatives and permitted assigns successors and permitted assigns  
OF THE OTHER PART

WHEREAS the State of Rajasthan handed over the land at Bhamashah, Kaladwas to the Lessor (Rajasthan State Industrial Development & Investment Corporation Ltd.) for the purpose of setting up a Industrial Area and the said Lessor (Corporation) the above land into plots for industrial unit for leasing out such sub-divided plots to industrialists for erecting on each plot a factory according to the factory bye-laws and building plans approved by the proper municipal and other competent authorities.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease, the piece of land known as plot No. F-378, 379, 380 hereinafter described as F-378, 379, 380 on the terms and conditions hereinafter appearing for the purpose of constructing within the industrial area, Kaladwas an industrial unit for manufacturing Electronic Energy <sup>Meters</sup> and/or any other industrial product that may be allowed to be manufacturing by the Lessor in writing according to the design and building plan approved by the proper municipal or other competent authorities.

**NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :**

1. In consideration of the covenant and agreements herein contained and on payment by Lessee of Rs. 260/- <sup>(CR)</sup> (Rs. Two hundred sixty only) towards the development charges and annual economic rent, the receipt where of the Lessor hereby acknowledge. The lessor both hereby demise to the Lessee all that plot of land numbered as situated within the Industrial Area at Kaladwas, Udaipur containing by measurement 8332 Sq.m be the same a little more or less, bounded.

On the North by Plot No. F-377

On the South by ROAD 18m

On the East by OPEN HILL

On the West by Plot No. F-421-432, S-390-396, H-381-389

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (hereinafter referred to as 'the demised' premises) with their appurtenances unto the Lessee for the term of nintynine years from the 21st day of June 2004 except and always reserving to the Lessor and his successors or assigns :

- (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor for his successors assigns, in developing the area.
- (b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- (c) Yielding and paying therefore unto the Lessor by 30th day of April in each year in advance the yearly rent. The Corporation reserves the right to revise the rate of economic rent in every 5 years provided, however, the enhancement in rent at each revision shall not ex-

For SECURE METERS LTD.

G. G. Jaiswal  
DIRECTOR

(2)

पञ्जीयक  
उपस्थित (पञ्जीयक)

S. Neeraj  
Asstt. Regional Manager  
RIICO LTD., UDAIPUR

ceed 25% of the rent payable for the period immediately preceding revision. The quantum of rent determined by the Corporation shall be final, conclusive and binding on the allottee and it shall not be questioned in any court of law or otherwise.

Provided further that in case the Lessee creates charge in favour of the State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation or Scheduled Banks for any development loan taken by him/it on the security of the premises hereby demised and the building and machineries is built upon or affixed thereto, the first charge of the Lessor shall rank Second to the charge of the State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation, I.D.B.I. or I.C.I.C.I., L.I.C., IRBI, HDFC, SIDBI, Central Co-operative Banks, Private lending agencies and other Public financial Institutions as defined in the Public Financial Institutions Act or Scheduled Banks, provided the State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation or Scheduled Banks keep a specific clause in their mortgage deed that breach of any of the conditions of these presents (Lease Agreement) shall be treated as a breach of the conditions of their mortgage deed.

Provided however, that the above provision shall not operate where sheds are constructed on the demised premises on hire purchase basis by the Corporation. In such cases, the Lessee could create second charge in favour of State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation or I.D.B.I. or ICICI or L.I.C, IRBI, HDFC

The Collateral security plots for loans to other industrial units would be allowed subject to ensuring



(a)

that the Lessee has cleared all the outstanding dues of the Corporation :

(b)

that in case there is a condition of collateral security in the sanction letter of the concerned financial Institution, Bank etc. such collateral security may be allowed to be created in favour of parties named in proviso to clause 1 or our Lease Agreement only and not in favour of any other party.

AND THE LESSEE DOTH HEREBY CONVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :

2. (a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessment of every description which may, during the said terms, be assessed, charged or imposed upon either on the landlord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.
2. (aa) The lessee shall pay the development charges of the plot calculated at the rate prescribed by the Corporation for Industrial Area from time to time. The Corporation reserves the right to enhance the rate of development charges if the compensation payable under an award is enhanced by any competent court subsequently.
- (b) That the Lessee will bear, pay and discharge all service charges, road maintenance charges, street lighting charges, arboriculture charges and other ancillary services, required for the

For SECURE METERS LTD.

Dr. G.G. Agarwal  
DIRECTOR

(3)

S. N. S. S. S.  
Asstt. Regional Manager  
RIICO LTD., UDAIPUR

उप पंजीयक  
- निजीय (आ.प.)

उप पंजीयक - निजीय (आ.प.)

ings to be erected thereupon in order to inspect the same.

- (k) That the Lessee will not made any excavation upon any part of the demised premises (except for foundation or building and for leveling and dressing the area) nor remove any stone, sand, gravel, clay, earth or any other materials therefrom.
- (l) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any descriptions whatsoever for keeping house cattles, dogs poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fir, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- (n) That Lessee shall construct and complete the said buildings and put the demised premises with the buildings constructed thereon to use hereinbefore mentioned within three years from the date of this agreement or from the date of possession of the said land is handed over to him, whichever is earlier, provided that the Lessor may at its discretion extend the time hereinbefore provided if in his opinion the delay is caused for reasons beyond the control of the lessee.
- Provided that, unutilised land of the allotted plot or plots shall revert to the corporation on the expiry of the prescribed/extended period for starting production/expansion of the unit.
- If during the terms of the lease the lessee or his workmen or servants shall,
- Injure or destroy and part of building or other structure contiguous or adjacent to the plot of land hereby demised.
  - Keep the foundation tunnels or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent building,
  - Dig any pits near the foundation of any building thereby causing any injury or damage to such building, the Lessee shall pay such damages thereof as may be assessed by the Lessor (whose decision as to the extent of injury or damage, or the amount of damages payable thereof shall be final and binding on the Lessee unless within three months from the receipt of orders thereof the Lessee prefers an appeal to the arbitrator as hereinafter provided and if an appeal is preferred, the decision of the arbitrator shall be binding on the Lessee).
- (p) The Lessee shall also abide by other terms and conditions as may be laid down in RIICO Disposal of Land Rules, 1979 as amended from time to time. & terms & conditions of allotment letter no. 919 dt 21.6.2004. (enclosed).
- (q) If the lessee being a registered or unregistered partnership firm or a co-operative society is dissolved and no successor in interest is appointed within 60 days of its dissolution the lessor shall be entitled to determine this agreement.

For SECURE METERS LTD.

Dr. G. G. Agarwal  
DIRECTOR

(6)

उप पंजीयक  
उदयपुर-विहीन (सब.)

S. N. S. N. S.  
Asstt. Regional Manager  
RIICO LTD., UDAIPUR

AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLWOS:

- 3 (a) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the Lessee or by the person claiming through or under him of any of the covenants or conditions hereinbefore contained, and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes, mortgages or assigns the whole or the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subjeet to the exception in Clause (21) or if the Lessee fails to commence and complete the buildings in the time and manner hereinbefore provided or if the amount due to the Lessor as rent hereby reserved or any part of the premium as stipulated in clause 1 or service charges as stipulated in Clause 2 (b) shall be in arrear and any other unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created shall be vested, shall be adjudged insolvent or if this Agreement is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of this lease deed (without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement) to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the Lessee hereunder with interest thereon at per annum and the lessee shall not be entitled to any compensation whatsoever. Provided always that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structures, if any made by him and all materials there of from the demised premises after paying up all dues, the premium and the lease rent upto date and all municipal and other taxes, rates and assessments then due including service charges e. g. conservancy charges and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within three months to the determination of the Lessor and in case of failure on the Lessee's part to do so, the building and erection standing on the demised premises and all material thereof shall vests in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structure and materials put up by him on the demised premises. Provided further and always the right of re-entry and determinations of the lease as hereinbefore provided shall not be exercised if the Industry at the demised premises which has been financed by the State Government or of the Industrial Finance Corporation of India or the Rajasthan Financial Corporation I.D.B.I., I.C.I.C.I., L.I.C., I.R.B.I., HDFC, SIDBI, Central Co-operative Banks, Private Lending Agencies and other Public Financial Institutions as defined in the Public Financial Institutions Act or Scheduled Banks and the said financing body or bodies remedy the breach within a period of 90 days from the date of notice issued or served by the Lessor or the said financing institution or institutions regarding said breach or breaches.
- b) All legal proceedings for breach of the conditions aforesaid shall be lodged in courts situated at jaipur and not elsewhere.
- c) Any loss suffered by the Lessor on a fresh grant of the demised premises for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under

For SECURE METERS LTD.

Dr. G.G. Agarwal  
DIRECTOR

(7)

उप पंजीयक

उपपुन-वितीय (सक.)

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RECEIVED

उपपुन-वितीय (सक.)

him shall be recoverable by Lessor.

- d) Any notice required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if served by Registered Acknowledgement Due Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee or otherwise howsoever. A notification of any decision by the Lessor shall also be served in the same manner as prescribed above.
- e) The security deposit made with the application for allotment of land shall be refunded to the Lessee after the unit goes into commercial production on an application made by him.
- f) The security deposit shall stand forfeited whenever there is a breach of any condition contained in the lease agreement.
- g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorised in this behalf.

Provided that the expression Managing Director shall include the person who is entrusted by the Lessor with the functions similar to those of the Managing Director.

Every disputes, difference or question touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the sole arbitration to the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator shall be final and binding on the parties.

- i) The stamp and registration charges on this Agreement shall be borne by the Lessee.

IN WITNESS HERE OF the parties hereto have set their hands this day 28 of the month of March in the year 2005

Dev. Charges 20,83,000/-  
GR 10X260 2600/-  
20,85,600/-

Special Adhesive Stamp affixed. Rs. 83,320/-

S. Agarwal  
Joint Director, Manager

For and on behalf of:  
Rajasthan State Industrial Development  
and Investment Corporation Ltd.

Signature of Witness

Name.....  
(in capital letters)

Address :

Lessee: **SECURE METERS LTD.**

Name.....  
(in capital letters) **Dr. G. C. Agarwal**  
**DIRECTOR**

Address :

**SECURE METERS LTD.**  
E-Cell  
Pratap Nagar Industrial Area,  
UDAIPUR-313 001

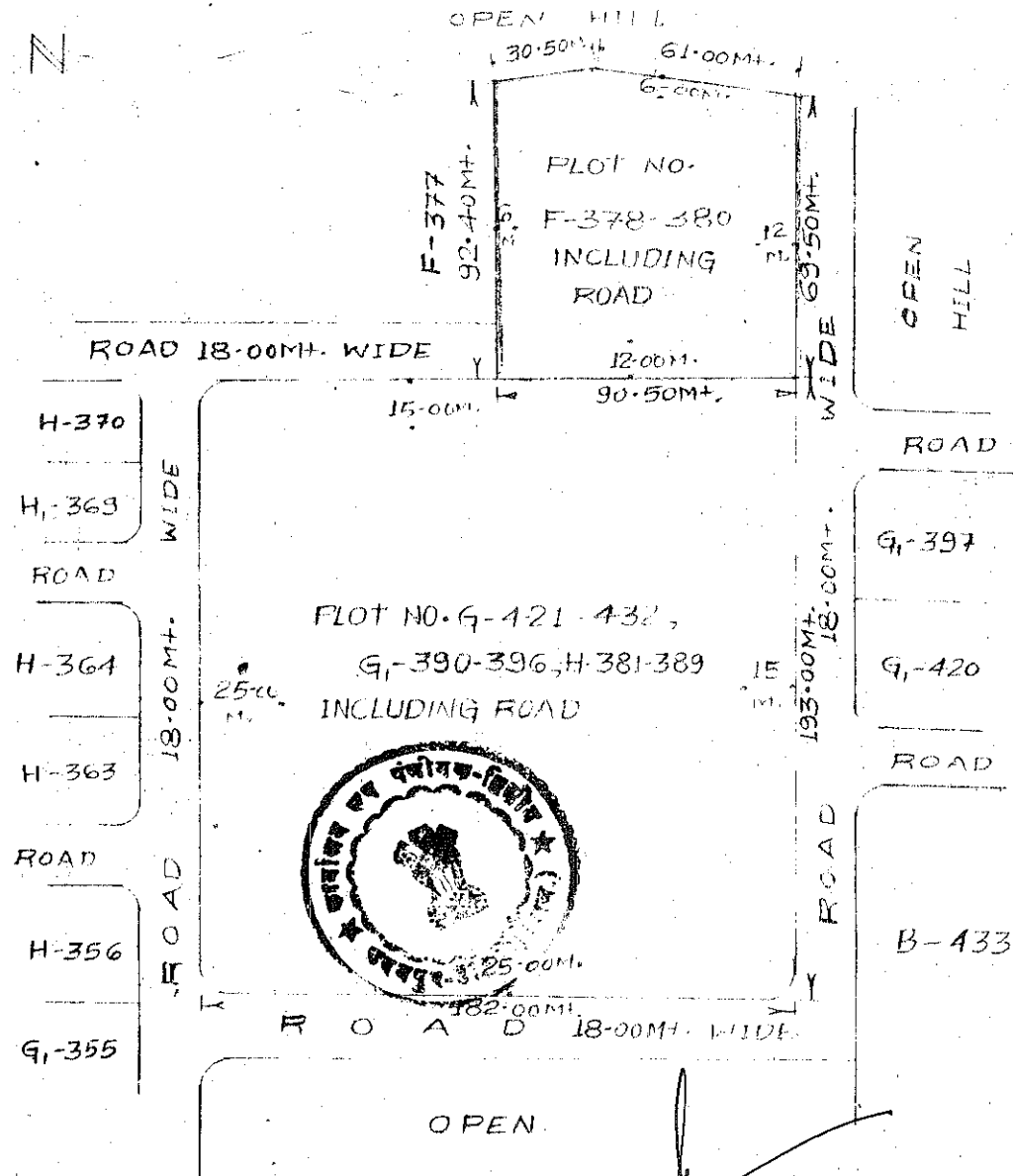
उप पंजीयक  
अध्यक्ष-द्वितीय (अ.प्र.)

(8)

**SITE PLAN OF PLOT NO. G-421-432,  
G<sub>1</sub>-390-396, H-381-389 & F-378-380  
AT BHAMASHAH INDUSTRIAL AREA  
KALADWAS DIST. - UDAIPUR.  
(RAJASTHAN)**

AREA OF PLOT NO. G-421-432, G<sub>1</sub>-390-396, H-381-389 = 35126.00 Sq. M.

SCALE- 1CM. = 20M. AREA OF P. NO. F-378-380 = 8332.00 Sq. M.



SY. D/MAN

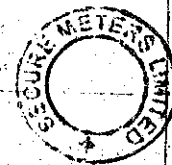
A.S.E.

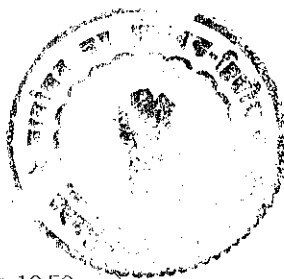
A.R.M.

उम पंजोयक  
उदापुर-मितीर (पञ्ज.)

ST. R.M.

**RIICO. LTD. UDAIPUR.**





आज दिनांक 29 माह March सन् 2005 को 12:52 बजे

श्री/श्रीमती/सुश्री DR. G.G. AGRAWAL पुत्र/पुत्री/पत्नी श्री B.L. AGRAWAL  
उम्र 70 वर्ष, जाति AGRAWAL व्यवसाय BUSINESS  
निवासी NEW FATHEPURA, UDR  
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता  
(2005003414)

हस्ताक्षर/उप पंजीयक, UDAIPUR-II

(Lease deed for local bodies (Patta))

हस्ताक्षर

फोटो

अंगूठा

उक्त श्री/श्रीमती/सुश्री (Executant)

1-DR. G.G. AGRAWAL/B.L. AGRAWAL

Age: 70, Caste-AGRAWAL

Ocu.-BUSINESS

R/O-NEW FATHEPURA, UDR MANEGAR RICCO



ने लेख्यपत्र Lease deed for local bodies (Patta)

को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

प्रतिफल राशी रु0 2085600/- पूर्व में/मेरे

समक्ष/मे से रु0 2085600/-पूर्व में

यमेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री HEMENDRA

पुत्र/पुत्री/पत्नी श्री G.L. PANDWAL उम्र 48 वर्ष

जाति AGRAWAL व्यवसाय SERVICE

निवासी HIRAN MAGRI, UDR



2. श्री/श्रीमती/सुश्री MUKESH

पुत्र/पुत्री/पत्नी श्री H.V. VYAS उम्र 37 वर्ष

जाति BRAHMIN व्यवसाय SERVICE

निवासी KHEMPURA, UDR ने की है जिनके



समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे समक्ष लिये गये हैं।

(2005003414)

उप पंजीयक, UDAIPUR-II

(Lease deed for local bodies (Patta))





रसीद नं० 23355 दिनांक 29/03/2005  
पंजीयन शुल्क रू० 20860 /-  
प्रतिलिपि शुल्क रू० 200 /-  
पृष्ठांकन शुल्क रू० 0 /-  
अन्य शुल्क रू० 0 /-  
कमी स्टाम्प शुल्क रू० 0 /-  
कुल योग रू० 21060 /-

(2005003414) उप पंजीयक, UDAIPUR-II  
(Lease deed for local bodies (Patta))

23446 29.3.05  
SD. 105  
105  
उप पंजीयक  
उदापुर जिला (पत्ता)

धारा 54 के तहत प्रमाण-पत्र  
प्रमाणित किया जाता है कि इस विक्रय पत्र  
की मालियत रूपये 2085600  
मानते हुए इस पर देय कमी मुद्रांक  
राशि 0 पर कमी पंजीयन शुल्क  
रूपये 20860 कुल रूपये 21060  
जरिये रसीद संख्या 23355 दिनांक 29/03/2005  
में जमा किये गये हैं।  
अतः दस्तावेज को रूपये 83425  
के मुद्रांकों पर निष्पादित माना जाता है।

(2005003414) उप पंजीयक, UDAIPUR-II  
(Lease deed for local bodies (Patta))

आज दिनांक 29/03/2005 को  
पुस्तक संख्या 1 जिल्द संख्या 129  
में पृष्ठ संख्या 13 क्रम संख्या 2005002636 पर  
पंजिबद्ध किया गया तथा अतिरिक्त  
पुस्तक संख्या 1 जिल्द संख्या 513  
के पृष्ठ संख्या 100 से 109 पर  
चस्पा किया गया।

(2005003414) उप पंजीयक, UDAIPUR-II  
(Lease deed for local bodies (Patta))