

RAC 2 18/08/93

हिमाचल सरकार

5000Rs.

LEASE DEED

SHEET NO 4

This indenture made this 4th day of February, 1993, between the H.P. State Electronics Development Corporation Ltd., Shimla (through its Company Secretary as authorised by Managing Director hereinafter called the lessor, which includes his/her successors in office) of the one part and M/S. Himachal Futuristic Communications Ltd., through their authorised Officer, herein called the Lessee, which expression shall include his/her heirs, administrators, executors and legal representatives successor-in-interest assigns of the other part.

Whereas the lessee has applied to the lessor for the grant of a lease of an industrial building with land attached thereto, situated in Electronics Estate Chambaghat, Distt. Solan fully described hereunder and belonging to the lessor, and the lessor has to the faith of the statements and has agreed to demise and allot the Industrial Building to the lessee and in the manners appearing.

3. Now this lease deed witnesseth that in consideration of payment of Rs. 4.82 Lacs as estimated premium price of the building besides Rs. 1/- as ground rent which the lessee hereby agrees to pay in the manner hereinafter contained, the lessor doth

Himachal Futuristic Communications Ltd.
By General Manager (Works)

संलग्न संख्या - 338
कोषाध्यक्ष

28-1-73
Maskeet Hospital

मान प्रहियस स्टाम्प/वेपरज-मानवरी
पु. 15.9.6.9/.....किता 0.7 संलग्न

[Signature]

जय पवीका

मोहन 12/3/73 सोमन (हि०प्र०)

पेश कर्ता

[Signature]

Company Secretary
H.P.S.B.D.C.
SHIMLA

वसीका हुआ श्री/प्रमता नर-हृदय/प्रमता कपरी सन्धि
मूम/पुत्री/पत्नी श्री ७ 37 विप्रमता/प्रमता H.P.S. & D.C. श्री/प्रमता
निवासी ग्राम/प्रमता/प्रमता/प्रमता D.G.M.
जिला रसोलाग ने प्राज दिनांक 12/3/73 H.F.C. & चमप्यार.
मन 1/9/73 तदानुसार 21 फरवरी/प्रमता
आका 1/9/73 समस्त 3/4/73 एवं दफतर
एव पजीकार, सोलन के समस्त प. कारण हेतु
मन दिनांक 1

जय पवीका
मोहन 12/3/73 सोमन (हि०प्र०)

[Signature]



residence or for carrying on any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of carrying on the manufacturing process or running the industry of Subscriber Carrier Systems and allied equipments or such other manufacturing process or industry as may be approved from time to time by the Lessor, or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance annoyance or disturbance to the Lessor and persons living in the neighbourhood.

Provided that if the lessee is desirous of using the said industrial building for a purpose other than that of the manufacturing process or industry as may be approved from time to time the lessor may allow such change of use on such terms and conditions including payment of additional premium and additional rent, as the lessor may in his absolute discretion determines.

5. If the sum or sums payable towards the premium hereby reserved or any part thereof shall at any time be in arrears whether the same shall have demanded or not and if it is discovered that this lease has been obtained by concealment of any facts or by any fact or mis-statement, mis-representation

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Dr. General Manager (Works)

नामव्यास

Marshall New York

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parting with the possession the amount reasonable to be recovered being 50% of the unearned increase and the reasonable decision of the lessee in respect of the market value shall be final and binding.

Provided further that the lessor shall have the pre-emptive right to purchase the property after deducting fifty percent of unearned increase as aforesaid.

Notwithstanding anything contained in sub-clause (iii) above, the lessee may, with the previous consent in writing of the lessor, mortgage or charge the industrial building to such person as may be approved by the lessor in his absolute discretion. However, for seeking financial assistance from Govt. Financial Institution or Banks, Lessee can mortgage the Shed to them.

Provided that, in the event of the sale or re-closure of the mortgaged or charged property, the lessor shall be entitled to claim and recover the fifty percent of the unearned increase in the value of the Industrial Building as aforesaid, and the amount of the lessor's share of the said unearned increase shall be a first charge, having priority over the said mortgage, transfer or charge. The decision of the lessor in respect of the market value of the said industrial shed as mentioned herein before

Industrial Buildings Corporation Ltd.

Dy. General Manager (Works)

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ii) The lessee shall be liable to pay ground rent at the rate of Rs.1/-per annum during the lease period. The rent of the 1st year shall be paid by the lessee within 15 days of the receipt of notice of demand to that effect from the lessor and for such subsequent year it shall be payable in advance in the manner as may be prescribed by the lessor.

iii) The lessee shall not sell, transfer, assign, sublet otherwise part with the possession of the whole or any part of the Industrial Buildings, except with the previous consent of the lessor, which he shall be entitled to refuse in his absolute discretion.

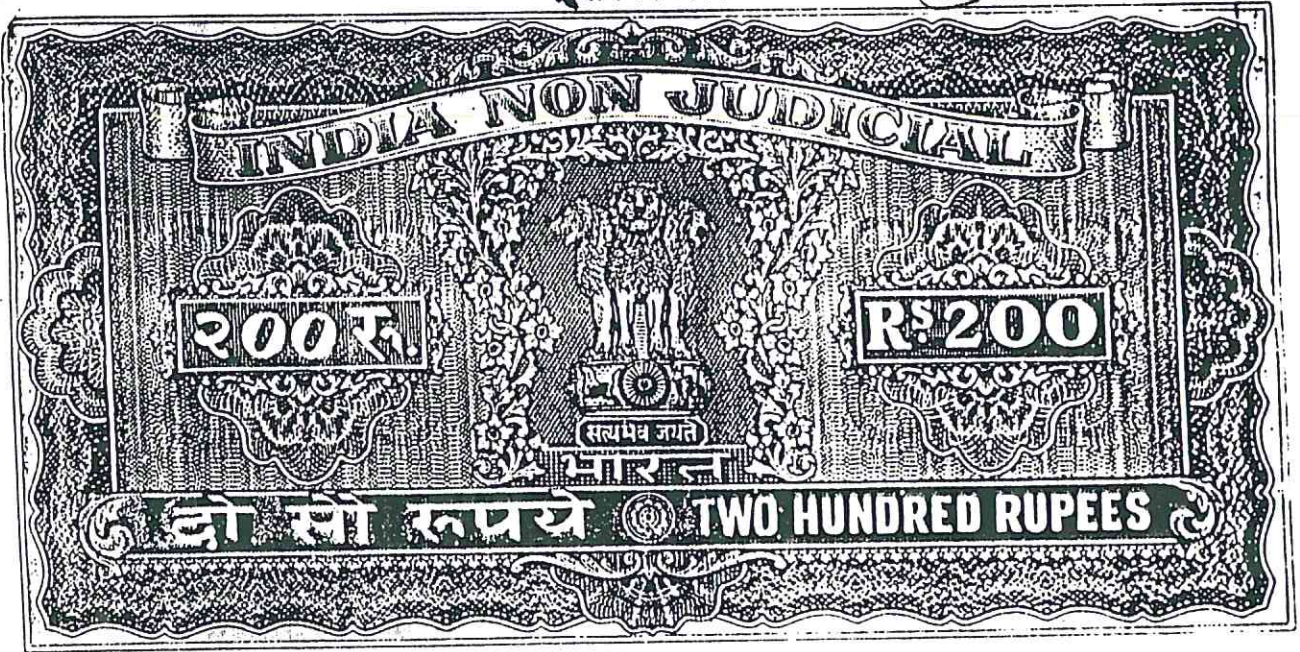
iv) Provided that such consent shall not be given for a period of 10 years from the commencement of this lease unless in the opinion of the lessor, exceptional circumstances exist for the grant of such consent.

v) Provided further, that in the event of the consent being given the lessor may impose such terms and conditions as he thinks just and proper and lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and market value) of the

Industrial Building at the time of sale, transfer assignment or

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shall be final and binding on all parties concerned.

Provided further that the lessor shall have the pre-emptive right to purchase the mortgage or charged property after deducting fifty percent of the unearned increase as aforesaid.

vi) The lessor's reserves the right to recover fifty percent of the unearned increase and the pre-emptive right to purchase to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

vii) Whenever the title of the lessee in the Industrial building is transferred in any manner whatsoever, the person to whom the same is transferred shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

viii) Whenever the title of the lessee in the Industrial Building is transferred in any manner whatsoever, the transferor and the transferee within three months of the transfer shall give notice of such transfer in writing to the lessor.

In the event of death of the lessee the person on whom the title of the deceased devolves shall within three months of the devolution give notice of such devolution to the lessor.

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सोशल, जिता सोलन (11/08/00)
12/8/00



The transferee or the person on whom the title devolves as the case may be, shall supply the lessor, certified copies of the documents evidencing the transfer of devolution.

The lessee shall from time to time and at all time pay and discharge all rates, taxes, charges and assessments of every description which are now or at any time hereafter during the continuance of this lease be assessed, charged of, imposed upon the industrial building hereby demised.

ix) All arrears of rent or any other payments due in respect of the industrial building hereby demised shall be recoverable in the same manner as an arrears of land revenue.

x) The lessee shall in all respects comply with and bound by the building, drainage and other bye laws of the local Municipal or other authority for the time being in force.

xi) The lessee shall not without sanction or permission in writing of the lessor or to other authority prescribed by the Lessor make any alteration or addition to in or on the Industrial Building.

xii) The lessee shall not without the written consent of the lessor use, or permit to be used, the Industrial building for

Himachal Telephonic Communications Ltd.

Dy. General Manager (Works)

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hereby demise with the lessee Industrial Building No.4 with land attached thereto, being the Industrial Building situated in the Electronics Estate, Chambaghat, Solan containing by measurement an area of 3112.35 Sq.Feet for building No.4 and is more particularly described in the schedule hereunder written and with boundaries thereof has been delineated on the plan annexed to these presents and thereon coloured thereafter to as Industrial Building together with all right assessment and appurtenance to hold the premises hereby demised unto the lessee from 30th day of September, 1991 for a period of 90 years from the date of allotment viz. 30.9.1991 and ending 29.9.2081 yielding and paying thereof the rent as hereinafter mentioned.

The lessee for himself, his, heirs, executors, administrators and assigns covenants with the lessor in the following manner i.e. to say :-

i) The lessee shall be liable to pay to the lessor the premium price in as many instalments and with such interest as may be directed by H.P.State Electronics Development Corporation in writing separately. A sum of Rs.4,82,000.00 has already been paid by the lessee to lessor in this behalf.

Hindustan Futuristic Communications Ltd.

Dy. General Manager (Works)

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Company Secretary
H.P.S.E.D.C.
SHIMLA.

Amal

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क रिशवाकाप... वेवाकर्ता द...
...
... की पहचान मरते हैं।
... परिरचित हैं ...
... किया जाता है।

उप पंजीकरण,
पोलान, जिला सोलन (हि०प्र०)
12/3/93 -