


தமிழ்நாடு தமில்நாடு TAMILNADU
Minda Capital Ltd
Chennai.

Y 627500


K. விஜயபதி, (S)
187, முதலாங்கம் தெரு
தாம்பரம், சென்னை -
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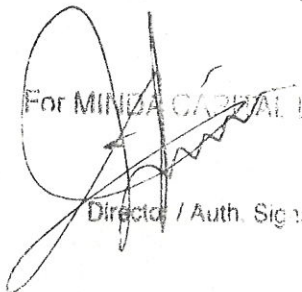
LEASE DEED

MEMORANDUM OF LEASE DEED entered into at Irungattukottai
on this date, 11th May 2011 BETWEEN State Industries
promotion Corporation of Tamil Nadu Limited (SIPCOT),


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK,
IRUNKATTUKOTTAI

For MINDA CAPITAL LTD.

Director / Auth. Signatory

For MINDA CAPITAL LTD.

Director / Auth. Signatory

P133
2011
SCANNED
Duplicate
4750
2011

Doc. No. 4750 of 2011
35 sheets
1 sheet

Here by certify that on the Production
on the original instrument. I have satisfied
myself that the stamp duty of Rs. 16,48,100/-
has been paid there for

PRESENTED IN THE OFFICE OF THE
SUB REGISTRAR SRIPERUMBUDUR
AND FEE OF Rs. 5120/- PAID BETWEEN
THE HOURS OF 12-1 ON THE 11th May 2011

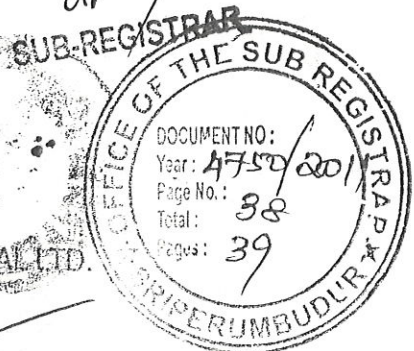
SUB-REGISTRAR OFFICE
SRIPERUMBUDUR
Dated 11-5-2011

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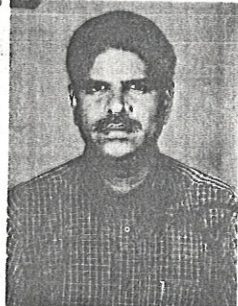


For MINDA CAPITAL LTD.

Director / Auth. Signatory



EXECUTION ADMITTED BY
LEFT THUMB



SUB-REGISTRAR
SRIPERUMBUDUR

"ADDITIONS AS PER THE
RECITALS OF THIS DOCUMENT"

Ec-no- AKC 019/668.

S/O. Govindasamy

PROJECT OFFICER
SIPCOT INDUSTRIAL PARK,
IRUNKATTUKOTTAI

CLAIM ADMITTED BY
LEFT THUMB



SUB-REGISTRAR
SRIPERUMBUDUR

"ADDITIONS AS PER THE
RECITALS OF THIS DOCUMENT"

Fc-no- 05/01/0574840.

For MINDA CAPITAL LTD.

Director / Auth. Signatory

"ADDITIONS AS PER THE
RECITALS OF THIS DOCUMENT"

CLAIM ADMITTED BY
LEFT THUMB



For MINDA CAPITAL LTD.

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"ADDITIONS AS PER THE
RECITALS OF THIS DOCUMENT"

SUB REGISTRAR
SRIPERUMBUDUR

passport no- Z 20403517

a Company registered under the Companies Act, 1956 and having its Registered Office at No.19-A, Rukmani Lakshmi pathy Road, Egmore, Chennai-600 008 represented by **THIRU G.RAMAJOTHI, Son of LATE THIRU T.B.GOVINDASAMY, Project Officer**, SIPCOT Industrial Park, Pillaipakkam and hereinafter referred to as the **Party of the First Part**, which term shall, unless the context otherwise requires mean and include its representatives, administrators, successors and assigns on the **one part**

AND

MINDA CAPITAL LIMITED, a Company registered under the Companies Act 1956 and having their Registered Office at A-15, Ashok Vihar, Phase -I, Delhi - 110052 represented by their Director **Mr.Pradeep Mann & Mr.Jayant Ashutosh Tiwari**, hereinafter referred to as the **Party of the Second part** which term shall unless the context otherwise requires, mean and include their representatives, administrators and assigns on the other part witnesseth.

WHEREAS the **Party of the First Part** has been incorporated as a Limited company with an objective to develop industrial area with basic infrastructural facilities and maintenance of such industrial area in Tamilnadu.

WHEREAS the **Party of the First part** has acquired the property more fully described in the Schedule 'A' hereunder and hereinafter referred to as the said property.

WHEREAS for the due fulfilment of its principal object, **Party of the First Part** has laid out the said property into various plots, besides setting apart land for the purpose of laying roads, drains and for other common works for the benefit of the occupants of the plots so laid out and WHEREAS


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IDENTIFIED BY

1) APB. Varadarajulu, s/o AP. Balarama Reddhar
NO: 7 Gowdowari Street, Balaji Nagar, Irumbuliyur, Tambaram
East, Chennai - 59

2) A. Mohan, s/o R. Arumugam, 1/207 Periyar Street
KK. Nagar, Manivakkam, Chennai - 48

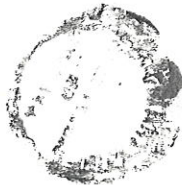
REGISTERED AS NO 4750 OF 2011 ON

BOOK 1

DATE: 25-5-2011

SUB REGISTRAR

20 11 YEAR May MONTH 11 DAY



SUB-REGISTRAR

Difference between the	
Original & Duplicate nil	4750 of 2011
(Number)	85 Sheets
(Amount in Rupees)	2 Sheets
S R O Irumbuliyur	
Date <u>25-5-2011</u> Sub-Registrar	SUB-REGISTRAR



it also proposes to effect improvements and betterment schemes for the benefit of all the units of the Industrial Park.


WHEREAS the Party of the FIRST Part proposes to allot the land on a long lease of 99 years in as much as it is felt that the characteristics and homogeneity of the Industrial Park should not be destroyed and WHEREAS the **Party of the First Part** should have control over the amenities such as Water, Road, Street lights, so that these facilities should be made available to the Industrialists in a reasonable and equitable manner.

WHEREAS the **Party of the First Part** has decided to make available to entrepreneurs, developed plots in the said property on terms and conditions mentioned hereunder, for the purpose of their locating any approved industry or other business or activity in the plots in the said property under the terms of the lease deed.

WHEREAS the **Party of the Second Part** made an application to the **Party of the First Part** for allotment of a plot in the Industrial Park at Pillaipakkam for the purpose of putting up the project for the manufacture of **automotive components**.


WHEREAS the **Party of the First Part** allotted the Plot Nos.B7 & B8 in the said Industrial Park more fully described in Schedule 'B' hereunder and shown distinctly in the plan attached hereto and hereunder referred to as the allotted plot by the Order of Allotment dated 21.12.2010 subject to the terms and conditions contained therein. The **Party of the Second Part** has accepted the order of Allotment.

WHEREAS the property described in the Schedule 'A' is intended to be utilized only for the purpose of locating an Industrial Unit and the restrictions and conditions stipulated in this deed are intended only to


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preserve the character of the said property as an Industrial Park and for the benefit of the other plots of land held by the **Party of the First Part** or allotted or intended to be allotted by it to other parties similarly situated as the **Party of the Second Part**.

NOW THIS AGREEMENT WITNESSETH:

2. That in consideration of the allotment of plot made by the **Party of the First Part**, the **Party of the Second Part** has paid a sum of **Rs.1,64,80,000/- (Rupees One Crore Sixty four Lakhs eighty thousand only)** towards plot deposit, **Rs.6,59,20,000/- (Rupees Six Crores Fifty nine lakhs twenty thousand only)** towards development charges and **Rs.100/- (Rupees one hundred only)** towards lease rent as advance being 100% payment in full.

(i) The plot deposit of Rs.1,64,80,000/- (Rupees One Crore Sixty four Lakhs eighty thousand only) alone is refundable at the expiry of the lease period.

(ii) The receipts towards amenities i.e. development charges amounting to , **Rs.6,59,20,000/- (Rupees Six Crores Fifty nine lakhs twenty thousand only)** in addition to any development charges which will be collected from the **Party of Second Part** during the currency of lease will be adjusted towards the development expenditure incurred and or to be incurred towards the development of the Industrial Park. Any additional development charges beyond 10% shall be mutually discussed and accepted.

3. The **Party of the First Part** shall not pay any interest for the amount remitted by the **Party of the Second Part**.


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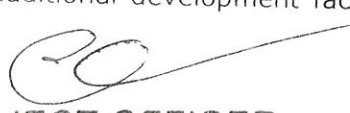
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- 4.a That the Party of the Second Part shall have to pay the annual lease rent of Re.One per year for 98 years and Rs.2/- for the 99th year and the same has been paid in advance in consideration of execution of these presence.
- b. The **Party of the Second Part** shall pay the amount as demanded by the party of the first part towards capital cost of water supply system before the execution of water supply agreement and also pay annual water charges at the rate fixed by the **Party of the First Part** from time to time fixed by the **Party of the First part** abiding by the terms of water supply agreement executed. The charges paid on these account shall not be refunded for any reasons.
5. The **Party of the First Part** allots the property on lease bearing Plot Nos. B-7 & B-8, mentioned above and more fully described in Schedule 'B' to the **Party of the Second Part** and the **Party of the Second Part** takes the property aforesaid on lease for a period of 99 (ninety nine) years, AND the **Party of the Second Part** also agrees to strictly abide by the conditions stipulated in the Lease Deed and also the terms and conditions of Allotment Order, a copy of which is enclosed with this deed.
6. The **Party of the Second Part** enters upon and takes possession as lessee of the said allotted plot as it is, in consideration whereof the **Party of the Second Part** has paid 100% of plot deposit, development charges and lease rent.
7. The Lessee should take possession of demised property within 120 days from the date of allotment order. Failure to do so will entitle the Party of the First Part to cancel the allotment and the lease.
8. It shall be open to the **Party of the First Part**, in the event of additional development facilities being taken up or in case of escalation in


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cost of development works in future as set out in clause 2(ii) herein to collect the pro-rata expenses and charges as additional plot deposit and additional development charges and the **Party of the Second Part** shall pay the amount as demanded by the **Party of the First Part**.

9. The **Party of the First Part** reserves the right to cancel the allotment, disconnect the water supply and forfeit the amount remitted for the plot allotted for the following reasons.

Non-compliance of the terms and conditions of the allotment order or of this lease deed including non-payment of dues. On such cancellation the Party of the Second Part shall have no right to claim the amount paid towards the plot or the interest already paid.

10. The plot deposit and the development charges prescribed in the allotment order are only tentative. The **Party of the First Part** reserves the right to revise the amount payable for the plot as fixed in the allotment order, in the event of the **Party of the First Part** having to pay enhanced compensation for the lands acquired or for any other reasons such as escalation in the cost of development works or for additional works undertaken and such revised plot deposit and development charges shall be paid by the **Party of the Second Part**. The **Party of the Second Part** shall also pay the cost of trees, wells and structures, if any, as prescribed by the **Party of the First Part** and this amount is not refundable by the Party **of the First Part**, at any time for any reason.

In case of cancellation of allotment the commission, if any, paid to SIPCOT approved marketing agent will be recovered from the amount to be refunded, if any, to the Party of the Second Part.


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11. Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, sewerage, common buildings, gardens, avenue plants, parks etc., will from time to time be apportioned among the allottees in the Industrial Park in which the above plot is situated. The **Party of the Second Part** shall pay the same without any demur within the period prescribed. Non-payment on the due date will automatically entail an interest of **15.5%** per annum or such other rate as may be prescribed from time to time.


12.(i) It shall be open to the **Party of the First Part** during the currency of the lease to take possession of the said allotted plot together with the factory and other buildings and fixtures located on the same, for any violation of any conditions of this deed or the terms and conditions of allotment. In such an event, the **Party of the Second Part** shall not be entitled for any compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the **Party of the Second Part** to the **Party of the First Part** by virtue of this deed.

(ii) That the interest of the **Party of the Second Part** in the land shall not be sold or attached and sold in satisfaction of attachment of any debt(s) and if it so happens or is likely to happen, the **Party of the First Part** shall be entitled to determine the lease and take possession of the land with all the consequences mentioned above.

(iii) It shall be open to the **Party of the First Part** to initiate proceedings under the provisions of the Tamilnadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 or under any Statute for the time being in force for eviction as well as for the recovery of the amount due under this deed from the **Party of the Second Part** without prejudice to resort to any other mode of recovery that may be available.


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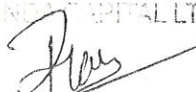
13. It shall be open to the **Party of the First Part** to deal with the property taken by it under the rights conferred on it as per clauses 12(ii) and 14(i) in any manner it likes either by retaining or by leasing it to any other person, without any let or any hindrance or claim whatsoever to the **Party of the Second Part** to compensation and the **Party of the Second Part** has no right to interdict the same.

14.(i) If, in the opinion of the **Party of the First Part**, it is found that the land allotted to the **Party of the Second Part** is not put to use for the purpose for which it was allotted or is in excess of the actual requirements of the **Party of the Second Part** for the purpose for which it was allotted, the **Party of the First Part** shall at any time have the right to cancel the allotment in respect of such land or excess land, as the case may be, and resume the same under the provision of TNPPE Act. In the event of resuming excess land by the **party of the first part**, the plot deposit and development charges and additional development charges collected from the **Party of the Second Part** will be suitably modified and refund of the plot deposit alone if any, due to the **Party of the Second Part** will be made. Development charges, additional development charges, Lease rent, Interest and enhanced interest, if any already paid or due, will not be subject to any refund or modification in such an event.

14(ii) The plot deposit alone shall be refunded by the **Party of the First Part** to the **Party of the Second Part** on the expiry of the period of lease and on compliance with all the terms of the lease. In the event of surrender by the party of the second part, the plot deposit will be refunded in full after forfeiting the initial deposit and processing fee by the party of the first part. The development charges will be refunded after forfeiting an amount of 5% per year or part thereof for the number of years the plot was held by the


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party of the second part subject to a minimum deduction of 15% and no compensation for improvement of building or other structures erected in the plot shall be made by the party of the first part.

14(iii) Providing of infrastructural facilities by the **First Part**, is an ongoing scheme for the overall development of the Park and the expenditure thereon would be incurred over a period of time till the completion of the Park. The development charges and any additional development charges collected during the period of lease from allottees will be adjusted towards development expenditure incurred and or to be incurred for the infrastructure development of the Industrial Park. **The Party of the Second Part** shall not have any right to claim for infrastructural facilities or claim over such development charges paid to the **Party of the First Part**.

15. **The Party of the Second Part** will take possession of the plot 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 improvement or developments inside the allotted plot is purely at the discretion of the **Party of the Second Part**.

16. **The Party of the Second Part** shall utilise the allotted plot only for the purpose for which it was allotted.

17. The allottee shall commence commercial production/trial production within 30 months from the date of allotment order. Failure will entail cancellation of the allotment and forfeiture of total amount paid towards the extent allotted.

18. **The Party of the second part** shall have to commence construction of buildings within six months from the date of allotment order and be completed within 24 months from the date of allotment order. Before


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commencing such construction of works on the allotted plot, the allottee should strictly follow the following building regulations prescribed among others.

- (i) All buildings to be constructed should be in conformity with the bye-laws of the local body and regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of premises. However, requirements as per the G.O.Ms.No.169 Industries (MIE.2) dt.12.9.96, the allottee can start construction immediately after submitting the necessary application for building plan approval to the appropriate authorities, provided a certificate from a Chartered Architect or a Civil Engineer registered with the concerned local body is enclosed conforming that the plan is not violating any rules or regulations, including the zone regulations under the Town and Country Planning Act, 1971. This permission is subject to the undertaking that the portion of the building will be demolished, if it is found that the building violates any rules or regulations. The **Party of the First Part** reserves the right to suggest such modifications or alterations as may be in common interest.
- (ii) All survey and other marks demarcating the boundaries of the plots, structures and installations shall be properly preserved and kept in good condition by the **Party of the Second Part**, at all times. Where more than one allottee is concerned with the same boundary marks and structures the **Party of the First Part** shall allocate this obligation suitably.
- (iii) No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.
- (iv) No constructions with Katcha or inflammable materials will be permitted on the site allotted.



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- (v) (a) A strip of not less than five metres shall be left open to the sky, within the periphery of the plot on all sides.
- (v). (b) Before obtaining any plan sanction from concerned authorities consent should be obtained from the Project Officer of the party of the first part for the building plan and plans for all structures to be constructed on the plot for the limited purpose of ensuring that a strip of not less than 5 meters is left open to the sky within the periphery of the plot on all the sides.
- (vi) The provision of any culvert across common drains must be got approved by the **Party of the First Part**.
- (vii) Sewer lines and water lines should be designed in such a way that they are connected to the common lines of the **Party of the First Part** which will serve the plot.
- (viii) The **Party of Second Part** should make its own arrangements to drain the rain water from its plot into the common road drain provided by the **Party of the First Part**.
- (ix) The **Party of Second Part** has to make its own arrangements to treat the effluents solid/liquid to the required standards of the Tamilnadu Pollution Control Board and to regulate dust, smoke, gas, noise, vibrations and prevent fire hazards and comply with the regulations in this regard.
- (x) The **Party of Second Part** shall treat the Industrial effluents to relevant ISI/BIS specifications as applicable to the area/Inland water ways and start construction only after obtaining clearance from the Tamilnadu Pollution Control Board.
- (xi) The **Party of the Second Part** shall implement the zero level discharge programme and shall not let out untreated/ treated wastages in the form of solid liquid, gas etc.


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(xii) The **Party of the Second part** shall preserve the manholes constructed if any in the 5 metre corridor and raise the same atleast 45 cm above the formation level in case the natural ground level is raised by the formation at their own cost with prior intimation and approval from the **Party of the First Part.**

19. The **Party of the Second Part** shall, at its own cost, construct and maintain access roads leading from the Industrial Park to the said plot in strict accordance with the specifications and details prescribed by the **Party of the First Part.**

20. The **Party of the Second Part** shall insure all the fixed assets in the plot and renew the insurance periodically.

21. The **Party of the Second Part** shall keep the **Party of the First Part** indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and industrial installations by the **Party of the Second Part.** The **Party of the Second Part** shall also keep the **Party of the First Part** indemnified against all payments whatsoever which, during the progress of work, may become payable or be demanded by the Local Authority in respect of the said works, or of anything done under the authority herein contained.

22. With the consent of the **Party of the Second part**, the **party of the first part** shall have the right of access into and utilising any portion of the allotted plot, as required at all times, for the purpose of laying pipe lines, cables, underground drainages, channels, or providing such other common facility. The **Party of the First Part** shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by the **Party of the First Part**, to lay down, place,


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maintain, alter, remove or repair any pipes, pipe lines, conduits for service lines, posts, or other appliances or apparatus in, on, under, over, along or across the land in such area for the purposes of providing any common amenities or services for the Industrial Park and the same may be done either directly by any person either generally or specially authorised by the **Party of the First Part** in this behalf and the **Party of the Second Part** agrees for the same.

23. The **Party of the Second Part** shall not, at any time during the currency of the lease, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any purpose, which may be obnoxious or injurious or offensive by reason of deposits of solid matter or emission of odour, liquid, dust, smoke, gas, noise vibrations or fire hazards or which may cause permanent damage to the land. The Party of the First Part shall have full right to prohibit or regulate these matters at all times.

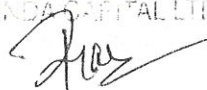
24. During the period of lease and thereafter the **Party of the Second Part** at its expense will keep the buildings, premises and other structures clean, free from defect and in good condition.

25. (i) The **Party of the Second Part** shall pay all existing and future rates and taxes, charges, claims, assessment and out goings of every description, chargeable against the owner or occupier in respect of the allotted plot and any building erected thereon or services received.

(ii) The **Party of the Second Part** shall bear all expenses in connection with the drawing of power from the main lines to the plot and for the supply of electricity.


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(iii) The **Party of the Second Part** shall execute an agreement for water supply at the time of taking possession of the plot and comply with all the terms and conditions of the agreement.

(iv) The **Party of the Second Part** along with the allottees of the other plots shall bear the maintenance charges for the common amenities and facilities like roads, drainage, sewerage, street lighting etc, at the rates which may be fixed by the **Party of the First Part** from time to time.


26. The **Party of the Second Part** shall not assign, sublet, transfer or part with his interest in the allotted plot either in whole or in part except with the prior written consent of the **Party of First Part**. In the event of the **Party of Second part** seeking approval for change in constitution, or change in the management or control or amalgamation with any other company or transfer of interest to any third party either in whole or in part, **Party of First part** shall grant approval provided the **Party of Second Part** or any person claiming under the **Party of the Second Part** agrees to pay the cost determined by **Party of First Part** and the cost determined by **Party of First Part** shall be final and binding on the Part of Second part or any person claiming under the **Party of Second Part** and cannot be questioned in any court of law.

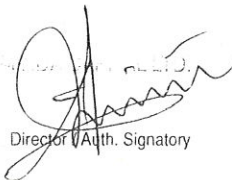
27. The **Party of the First Part** or persons authorised by it shall have the right to enter upon and inspect the said premises, during the currency of the lease at all times.

28. The **Party of the Second Part** shall not dump debris or any waste harmful or harmless materials within SIPCOT Premises.

29. The **Party of the First Part** shall have the powers to direct removal or alteration of any building or structure erected or used contrary to the


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conditions of the plan or cause the same to be carried out at the cost of the **Party of the Second Part.**


30(i). The **Party of the Second Part** shall not sink any well, borewell or tubewell within the site allotted except with the prior permission of SIPCOT, subject to the conditions applicable. If any such well exists already in the plot it shall be closed when the **Party of the First Part** supplies water from a common source. If any borewell exists already it shall be kept under the control of the **Party of the First Part.**

30(ii) **Party of the First part** shall have the right to lay pipelines, sink borewells or put up any facilities for common use within a strip of 5 meters left open on all sides within the periphery of the plot on the land allotted to the **Party of the Second part** without payment of any compensation or rental etc. to the **Party of the Second part.**

30(iii) The **Party of the Second Part** shall not draw water from their own borewell/Openwell/tubewell sunk in the private lands adjacent to SIPCOT Industrial complex/Park/Growth centre through pipe line unauthorised trespassing into SIPCOT premises. If at any time, such trespass is found by SIPCOT water supply will be disconnected besides severing the trespassed water line.

31. Ten percent of the jobs in the Industrial Units coming up in the Industrial Park, shall be reserved to the members of the families of land owners whose lands have been acquired for the Industrial Park, subject to eligibility as per qualifications prescribed for the jobs.

32. The **Party of the First Part** shall have the power to grant extension of time, subject to such conditions as may be imposed to the **Party of the Second Part** in all matters which are required to be done or completed within the prescribed time, under this deed.


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33(i) The constitution of the party of the second part in case of Proprietary concern/Partnership firm/Board of Directors of Private Limited Company shall not be changed without prior approval of the party of the first. For a Public Limited company as and when the constitution of the Board of Directors (professionals) gets changed, the same shall be informed to the party of the First Part and acknowledgement obtained within 90 days. However any change of Directors causing change of ownership or management of the party of the Second part shall be made only with prior approval of Party of the First part.

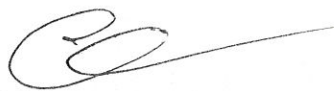
ii) Any change in the name or the address of the Registered office or Administrative Office of the **Party of the Second Part** should be intimated to the **Party of the First Part** then and there.

34. The death of the **Party of the Second Part**, where it is an individual, should be communicated to the **Party of the First Part** within a reasonable time. The heir or legal representative should give notice of his claim to the **Party of the First Part** within three months of the event.

35. During the currency of the lease, any question of dispute or difference in relation to or in connection with the terms of the lease deed shall not be raised by the **Party of the Second Part** and, if at all raised such question of dispute or difference shall be referred to an Arbitrator appointed by Government of Tamil Nadu.

36. Only the Courts situated in the City of Chennai shall have jurisdiction to decide upon any dispute or litigation between the parties to this lease deed.

37. The **Party of the First Part** reserves the right to impose any further conditions and stipulations, or alterations in the regulations which are reasonable, justified and necessary at any time for the establishment of


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For MINDA CAPITAL LTD.



For MINDA CAPITAL LTD.



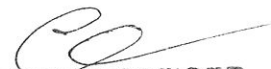
Industrial Park, to implement the conditions of this deed and for the benefit of the Industrial Park as a whole.

38. The **Party of the First Part** reserves to itself the right to sell, lease, or otherwise deal with any land unleased or unsold, in any manner it deems suitable. It reserves the right to release, waive, modify either wholly or in part, alter any stipulations, obligations and restrictions contained in this deed regarding any plot or other area in the property. The exercise of this right by the **Party of the First Part** in relation to any such plot or area shall not release the lessee or / purchaser(s) of any other plot in this property from any of the stipulations, obligations and restrictions, affecting and imposed upon the said allotted plot, nor give rise in favour of any lessee or purchaser to any right of action against the Party.

39. The **Party of the Second Part** shall implement and conform to the various conditions in this deed in relation to the allotted plot at all times.

40. (a) It shall be open to the **Party of the Second Part** to ask for in writing and the Party of the First Part to grant a "No Objection" Certificate, with or without conditions, to enable the Party of the Second Part to mortgage its interests in the said allotted plot, at any time after taking possession for obtaining financial assistance from financial institutions and banks for implementing the project in the plot and for the projects implemented under the same legal entity of the Party of the Second Part. The party of the Second part shall not offer this property as a collateral security to avail loan for other purposes/sister concern etc.

(b) If the party of the second part fails to comply with any of the terms and conditions of lease deed, the **Party of the First Part** reserves the right to cancel the allotment and resume the land under TNPE Act. The Financial Institutions/Banks to whom party of the First Part issues NOC


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For MINDA CAPITAL LTD.

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for creating mortgage will be notified with a notice of 90 days to take remedial action.

41. During the currency of the lease, the ownership of the leased property which is vested in the **Party of the First Part** shall not be liable to be questioned in any manner and if at all any such question is raised by the **Party of the Second Part**, the lease will be terminated forthwith and the **Party of the First Part**, will enter the land including the buildings and other appurtenances situated thereon and resume possession of the plot at any time.

42. The **Party of the First Part**, at the request and cost of the **Party of the Second Part** at the end of the said term of 99 years may execute a new lease of the schedule mentioned plot by way of renewal for a similar period of ninety nine years on such covenants and provisions as may be mutually agreed to.


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SCHEDULE - A

(Description of the Industrial Park)

All that piece and parcel of land known as the Industrial Park, Pillaipakkam comprising of about 1122 acres of land situated in Pillaipakkam, Vengadu, Navalur and Irumbedu Revenue villages, put in compact block within the Taluk of Sriperumbudur, Sub-Registration Office of Sriperumbudur and District of Chengalpattu and the Revenue District Kancheepuram. The Industrial Park is bounded.

- | | | |
|-----------------|---|--|
| On the South by | - | Navalur and Kolathur villages |
| On the North by | - | State Highways |
| On the East by | - | Irumbedu, Nallur and Somangalam villages |
| On the West by | - | Pillaipakkam village |


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SCHEDULE - B

(Description of the property concerned in this lease)
(Value of the property Rs.8,24,00,000/-)

All that piece and parcel of land known as **Plot Nos.B-7 & B-8** in the SIPCOT's Industrial Park at Pillaipakkam within the village limits of Vengadu Taluk of Sriperumpudur, Sub-Registration Office of Sriperumbudur and District of Chengalpattu and the Revenue District of Kancheepuram containing by admeasurement 10.30 **acres** or thereabouts and marked by Green coloured boundary lines on the plan annexed hereto, bearing Survey Nos. 295(P), 296(P), 300(P) & 301 (P).

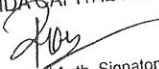
On the North By	- Private Land
On the South By	- Existing Road
On the East By	- Plot No.B-9
On the West By	- Plot No.B-6

LINEAR MEASUREMENT:


	Plot No. B-7	Plot No. B-8
East to West on the North	- 153.63 m	69.99 m
East to West on the South	- 159.57 m	91.35 m
North to South on the East	- 185.30 m	131.85 m
North to South on the West	- 226.62 m	139.79 m


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IRUNKATTUKOTTAI


For MINDA CAPITAL LTD.


 Director / Auth. Signatory

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IN WITNESS WHEREOF THIRU G Ramajothi Project Officer acting for and on behalf of the **Party of the First Part** and Thiru.Pradeep Mann, Executive Director and Company Secretary & Thiru.Jayant Ashutosh Tiwari, Authorized Signatory of the Company acting for and on behalf of the **Party of the Second Part** have hereunto set their hands on the day, month year first above written.


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK,
IRUNKATTUKOTTAI
Signature of Lessor
(Party of the First Part)


WITNESS:

1. *G. Ramajothi, Ad/SIPCOT/Im*
2. *R. Anaswathy, DSSR / SIPCOT/Im.*

For MINDA CAPITAL LTD.



Director / Auth. Signatory

For MINDA CAPITAL LTD.


Signature of Lessor / Auth. Signatory
(Party of the Second Part)

Signed and delivered in the presence of

WITNESS:

1. 
*APB, Varadarajulu, s/o AP. Balarama Reddiar,
No: 7 Gowdaramari Street, Balaji Nagar, Tambaram East, Chennai-5.*
2. *A-moh A. Mohan, s/o R. Arumugam, 1/207 Periyar Street
K.K. Nagar, Manivakkam, Chennai-48*

IN WITNESS WHEREOF THE Common Seal of MINDA CAPITAL LIMITED (the Party of the Second Part) has hereunto been affixed on this 11th day of May Two thousand and Eleven Pursuant to the Resolution of the Board dated 4th May 2011 in the presence of Mr.Pradeep Mann Managing Director & Mr.Jayant Ashutosh Tiwari, Authorized Signatory.

IN PRESENCE OF:

1.


For MINDA CAPITAL LTD.


Director / Auth. Signatory

2.

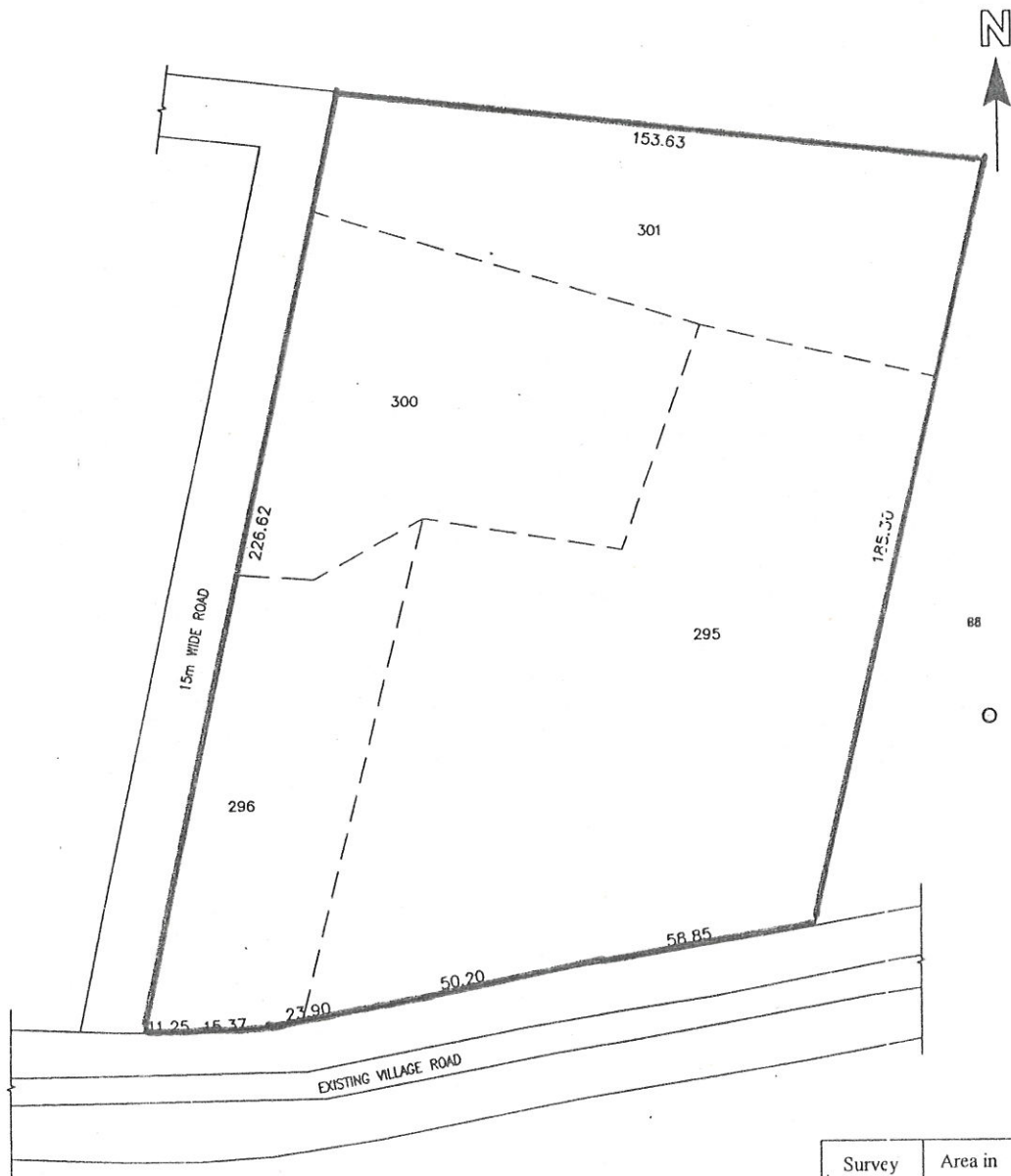
For MINDA CAPITAL LTD.


Director / Auth. Signatory


PROJECT OFFICER
SIPCOT INDUSTRIAL PARK,
IRUNKATTUKOTTAI

PILLAIPAKKAM SIPCOT INDUSTRIAL PARK
PLOT NO: - B7
VILLAGE: - VENGADU
SUR NO: - 295Pt, 296Pt, 300Pt, 301Pt

DISTRICT :- KANCHIPURAM
TALUK :- SRIPERUMPUDUR
AREA :- 7.73 Acres



Survey No.	Area in Acres
295	3.57
296	1.04
300	1.54
301	1.58
TOTAL	7.73

SCALE = 1:1500

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For MINDA CAPITAL LTD.

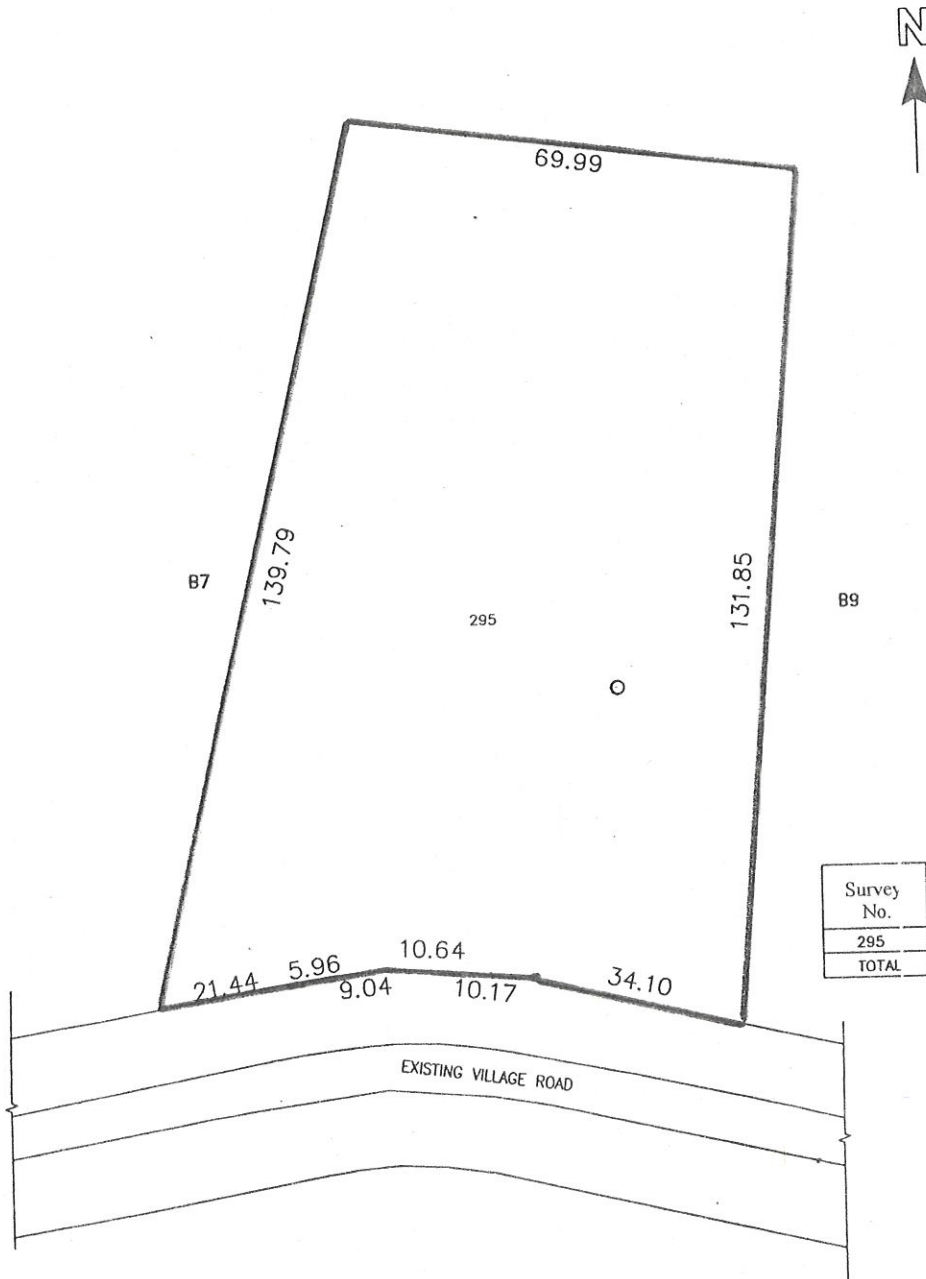
Director / Auth. Signatory

For MINDA CAPITAL LTD.

Director / Auth. Signatory


PILLAIPAKKAM SIPCOT INDUSTRIAL PARK
PLOT NO:- B8
VILLAGE :- VENGADU
SUR NO :- 295Pt

DISTRICT :- KANCHIPURAM
TALUK :- SRIPERUMPUDUR
AREA :- 2.57 Acres



Survey No.	Area in Acres
295	2.57
TOTAL	2.57

SCALE = 1 1000


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IRUNKATTUKOTTAI

For MINDA CAPITAL LTD.

Director / Auth. Signatory

For MINDA CAPITAL LTD.

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STATE INDUSTRIES PROMOTION CORPORATION OF TAMILNADU LTD.

19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008.

Phone : 044-28554787

Fax : 044-28513978/28513979/28513980

E-mail:sipcot@md3.vsnl.net.in

Website : www.sipcot.com

Ref.No. P&SP/SIP-PP/R&N-SP/Minda/3/2010

Dt: 21.12.2010

ALLOTMENT ORDER FOR PLOTS

/ BY RPAD /

✓ M/s. Minda Capital Ltd.,
A-15, Ashok vihar,
Phase-I,
New Delhi 110 052.

Dear Sir(s),

Sub: SIPCOT Industrial Park, Pillaipakkam, R&N Supplier's
Park Phase-II – Allotment of plots – Orders issued.

Ref : Your application dated 12.11.2010

1. The following plots in R&N Supplier's Park Phase-II at
SIPCOT Industrial Park, Pillaipakkam are allotted on lease for a period of
ninety years for setting up an Industrial unit for the manufacture of
Automotive Components.

i. Plot(s) No.(s).	:	B-7 & B-8
ii. Total extent (in acres)	:	10.30
iii. Amount payable per acre	:	Rs.80,00,000/-
a. Towards plot deposit	:	Rs.16,00,000/-
b. Towards development charges	:	Rs.64,00,000/-
iv. Total amount payable (for entire extent)	:	Rs.8,24,00,000/-
Less: Initial Deposit	:	56,250/-
Balance amount payable	:	Rs.8,23,43,750/-

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: 2 :

2.2. The extent mentioned above is subject to such modification as may be necessary with reference to the measurements made at the time of handing over the site. The total amount payable will also stand accordingly modified.

b. The plot deposit alone will be refunded on the expiry of the period of lease and SIPCOT shall not pay any interest thereon.

c. The amount remitted towards development charges and any additional development charges incurred by SIPCOT and collected from you during the lease period will be adjusted towards the expenditure incurred and/or to be incurred for the development of SIPCOT Industrial Park/Complex/Growth Centre including its infrastructural facilities.

d. On surrender of a plot by an allottee, the plot deposit may be refunded in full after forfeiting the initial deposit and processing fee. The development charges may be refunded after forfeiting an amount of 5% per year or part thereof for the number of years the plot was held by the allottee, subject to a minimum deduction of 15%. No compensation for improvement or for the building or for other structures erected in the plot will be made.

3. The allottee shall comply with the conditions stipulated in col. (2) of the table within the period prescribed in col.(3) as under:

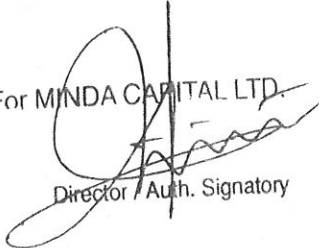
S.No. (1)	Conditions (2)	Time Limit (3)
i.	Communicate your acceptance of this allotment order in the duplicate copy of this allotment order.	Within 30 days from the date of this order. In case it is not received by SIPCOT within 30 days from the date of this allotment order, the allotment shall stand automatically cancelled and initial deposit paid for the extent allotted and processing fee shall be forfeited.


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ii.	Pay 100% of the amount payable towards the plot deposit and development charges less initial deposit already paid.	Within 90 days from the date of this order failing which the allotment shall stand automatically cancelled and the initial deposit paid for the extent allotted and processing fee shall be forfeited.
iii.	Execute the lease deed in the prescribed format with the concerned Project Officer and register the same.	Within 30 days from the date of payment of plot cost.
iv.	Payment of capital cost on water supply system	Within 30 days from the date of execution of lease deed.
v.	Take over the possession of the plot from the Project Officer concerned.	Within 30 days from the date of execution of lease deed.
vi.	Execute water supply agreement.	At the time of taking over possession of the land/on payment of Rs...**, towards water supply cost for the quantity of water committed by SIPCOT.
vii.	Payment of annual lease rent of Re.1 for 98 years and Rs.2/- for the 99 th year.	Within 90 days from the date of this order failing which the allotment shall stand automatically cancelled and the initial deposit paid for the extent allotted and processing fee shall stand forfeited.
viii.	Implementation of the project/ commercial production.	Within 30 months from the date of this order. Failure will entail cancellation of allotment and forfeiture of initial deposit and development charges paid towards the extent allotted.

** will be informed later


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4.a. The plot deposit and the development charges prescribed in Sl. No.1 is only tentative. SIPCOT reserves the right to revise the amount payable for plot as fixed in Sl. No.1 above in the event of SIPCOT having to pay enhanced compensation if awarded by the Court of law for the lands acquired or in case of escalation in development cost or for any other reason and such revised amount shall be paid by the allottee. The allottee shall also pay the cost of trees, wells, structures, existing in the allotted plot as fixed by SIPCOT in addition to the plot deposit and development charges and this amount is not refundable at any time for any reason.

4.b. Since providing of infrastructural facilities by SIPCOT is an ongoing scheme for the overall development of the Industrial Park/ Growth Centre/Complex and expenses thereon would be incurred during various periods till its completion, the allottee shall not have any claim over the development charges paid to SIPCOT.

5. Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, gardens, avenue plants, parks etc., will from time to time be apportioned among the allottees in the Industrial Park/Growth Centre/Complex in which the above plot is situated. The allottee shall pay the same without demur within the period prescribed. Non payment on the due date will automatically attract interest at the rate of 15.5% per annum or such other rate as may be prescribed from time to time.


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6. If, in the opinion of SIPCOT, it is found that the land allotted to the allottee is not put to use for the purpose for which it was allotted or is in excess of the allottee's actual requirements, SIPCOT shall, at any time, have the right to cancel the allotment in respect of such land or excess land, as the case may be, and resume the same under TNPE Act. In that event, the plot cost paid by the allottee will be suitably adjusted and refund if any, will be made as per condition No.2(d). Interest, enhanced interest, if any already paid, will not be refunded. No compensation will be paid for improvement or for the buildings or other structures etc. erected on the plot.


7.a. Officers and staff of SIPCOT or any other person authorised by SIPCOT shall have the right to enter the land allotted to the allottee or the buildings constructed therein for the purpose of inspection with prior intimation.

7.b. The allottee shall not dump debris or any harmful or harmless waste materials within SIPCOT premises.

8. The plot is allotted on the specific condition that without implementing the project, the allottee shall not assign, sub-let, transfer or part with their interest in the allotted plot either in whole or in part except with the prior written consent of SIPCOT. In the event of the allottee seeking approval for change in constitution, or change in the management or control or amalgamation, with any other company or transfer of interest to any third party either in whole or in part, SIPCOT shall grant approval provided, the allottee or any person authorised by the allottee agrees to pay the cost determined by SIPCOT and the cost determined by SIPCOT shall be final and binding on the allottee or any person authorised by the allottee.


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9. The allottee has to obtain No objection letter from SIPCOT to mortgage the lease hold rights of the allotted plot for availing financial assistance after getting sanction letter from Bank/Financial Institution and the same will be considered subject to conditions as applicable.

10.a. The allottee shall not sink any well/bore well/tube well within the plot leased to them. In case of short supply from SIPCOT sources, the allottee can apply for permission which can be considered subject to the conditions as applicable.

10.b. If any such open/bore well exists already in the plot allotted, it shall be under the custody of SIPCOT.

11. SIPCOT will, subject to availability, supply upto 50,000 litres of water per day at the rate fixed by SIPCOT from time to time and on payment of Rs. **..... towards 50% capital cost on water supply system before execution of water supply agreement.

12.a. SIPCOT shall have the right to lay pipe lines, sink bore wells or put up any facilities for common use within a strip of 5 meters left open all sides within the periphery of the plot on the plot allotted to the company/firm without payment of any compensation or rental etc., to the company/firm.

b. The building plan and the plans for all structures shall be got approved by the Project Officer concerned for the limited purpose of ensuring that a strip of not less than 5 metres is left open to the sky within the periphery of the plot on all the sides.

** will be informed later


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c. The provision of any culvert across common drains must be got approved from the Project Officer concerned/SIPCOT.


d. Water line should be designed in such a way that they should be connected to the common lines of SIPCOT which will serve the plot.

e. The allottee shall make necessary arrangements to implement rain water harvesting system and also drain the rain water from their plot into the common road drain provided by SIPCOT. The natural courses in the plot shall be realigned suitably to the satisfaction of SIPCOT at your own cost.

13. All buildings to be constructed shall be in conformity with the bye-laws of the local body and regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of premises. However, as per the G.O.Ms.No.169, Industries (MIE.2) dated 12.9.96, the allottee can start construction immediately after submitting the necessary application for building plan approval to the appropriate authorities provided a certificate from a Chartered Architect or a Civil Engineer registered with the concerned local body is enclosed confirming that the plan is not violating any rules or regulations, including the zone regulations under the Town and Country Planning Act, 1971. This permission is subject to the undertaking that the portion of the building will be demolished, if it is found that the building violates any rules and regulations. The allottee should obtain clearances from Public Health Authorities, Inspectorate of Factories, Pollution Control Board and such other agencies whose clearances may be required under any law or procedure in force from time to time.


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14. The company/firm shall treat all the effluents to relevant norms as prescribed by PCB and as applicable to the area/Inland waterways and commence production only after obtaining clearance from the Tamil Nadu Pollution Control Board.

15. The allottee will have to make proper arrangements to treat the effluents solid/liquid to the required standards of the Tamil Nadu Pollution Control Board and to regulate dust, smoke, gas, noise, vibrations and prevent fire hazards and comply with the statutory regulations in this regard.

16. The allottee shall implement the zero level discharge programme and shall not let out untreated / treated wastages in the form of solid, liquid, gas etc.

17. The allotment order is issued to the company/firm/ Proprietary concern consisting of the following Directors/Partners/ Proprietor:

Directors:

Tvl.

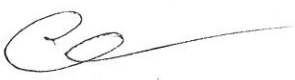
- i. Ashok Minda
- ii. D.C. Sharma
- iii. Ashok Sharma
- iv. Ajay Gupta
- v. Pradeep Mann

SHAREHOLDERS

% of shares

Tvl/Tmt./Ms.

- | | |
|-----------------|-------|
| 1. Sarika Minda | 21.10 |
| 2. Megha Minda | 1.32 |


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For MINDA CAPITAL LTD.

Director / Auth. Signatory

For MINDA CAPITAL LTD.

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3.	Ashok Minda	26.63
4.	Aakash Minda	23.86
5.	Ashok Minda (HUF)	4.16
6.	Ashok Sharma	2.92
7.	Whiteline Barter Ltd.	3.70
8.	Mayank Auto Engineers Pvt. Ltd.	2.20
9.	Alok Spinning and Raising Pvt. Ltd.	0.66
10.	Dhansafal Vyapaar Ltd.	6.79
11.	Di-Constructions Pvt. Ltd.	0.66
12.	JRAB Exim Pvt. Ltd.	0.66
13.	Suhag Realtors Pvt. Ltd.	0.49
14.	Muskan Estates Pvt. Ltd.	0.33
15.	Minda Sal Ltd.	0.16
16.	Bhagwat Sewa Trust	0.09
17.	Saket International Pvt. Ltd.	4.27

		100.00

The constitution of the Proprietary concern / Partnership firm /Board of Directors of Private Limited company shall not be changed without prior approval of SIPCOT. For a Public Limited Company, as and when the constitution of the Board of Directors (professionals) gets changed, the same shall be informed to SIPCOT and acknowledgement obtained within 90 days.

However any change of Directors causing change of ownership or management shall be made only with prior approval of SIPCOT.

18. a. Any change in the name of the company/firm shall be informed to SIPCOT and acknowledgement to be obtained.


PROJECT OFFICE
SIPCOT INDUSTRIAL PARK,
IRUNKATTUKOTTAI

For Minda

Director / Auth. Signatory

For MINDA CEMENT LTD.

Director / Auth. Signatory