

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

WHEREAS the State of Rajasthan handed over the land at ... State Industrial Development & Investment Corporation Ltd.) up an Industrial Area and the said Lessor (Corporation) the industrial unit for leasing out such sub-divided plots to industrial plot a factory according to the factory bye-laws and building proper municipal and other competent authorities.

"AND WHEREAS the Lessor has agreed to demise and the Lessee ha on lease, the piece of land known as plot no. E-230 hereinafter described on the terms and conditions hereinafter appearing for the purpose of co the industrial area Bagru (Ext.) an industrial unit for manufacturing Edib any other industrial product that may be allowed to be manufactured b writing.' according to the design and building plan approved by the p or other competent authorities.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the covenant and agreement herein contained an by the Lessee of Rs. 190/- (Rs. One Hundred Ninety) towards the annual economic whereof the lessor hereby acknowledge. The lessor both hereby demise all that plot of land numbered as situated within the Industrial Area containing by measurement 2735.08 sqm. be the same a little more or less, be

DC=2735x265 =724775	On the North by.....	ROAD
SM=7248	On the South by.....	RIICO Land 4.50 M Wide
ER=1900	On the East by.....	Commercial Complex (RIICO)
S/C=3563 97-98	On the West by.....	Plot No. E-229
S/C=3829 98-99		
Int.on DC =1190		

Total=742505.00
26% =44,550.30
which said plot of land is more clearly delineated and shown in plan and the rein marked red TO HOLD the said plot of land (hereina to as 'the demised' premises) with their appurtenances unto the Lessee of ninentynine years from the First day of April 19 97..... except reserving to the Lessor and his successors or assigns:

- (a) A right to lay water mains, drains, sewers or electric wires under demised premises, if deemed necessary by the Lessor for his success in developing the area.
- (b) Full right and title to all mines and minerals in and under the demis or any part thereof.
- (c) Yielding and paying thereof unto the Lessor by 30th day of April in advance the yearly rent. The Corporation reserves the right to rev of economic rent in every 5 years, provided, however, the enhance at each revision shall not exceed 25% of the rent payable for the period

revision. The quantum of rent determined by the Corporation shall be conclusive and binding on the allottee and it shall not be questioned in any law or otherwise.

that in case the Lessee creates charge in favour of the State Government or Industrial Finance Corporation of India or Rajasthan Financial Corporation or schedule development loan taken by him/it on the security of the premises hereby the building and machineris built upon or affixed thereto, the first charge 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, Central Co-operative Banks, private lending agencies and other Public Financial Institutions as defined in the Public Financial Institutions Act or scheduled banks, State Govt. or Industrial Finance Corporation of India or Rajasthan Financial Corporation. Scheduled Banks keep a specific clause in their mortgage deed that breach of the conditions of these presents (Lease Agreement) shall be treated as a breach of their mortgage deed.

However, that the above proviso shall not operate where sheds are constructed on the premises on hire purchase basis by the Corporation. In such cases, the Corporation shall 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 LIC, IRBI, HDFC, Central Co-operative Banks, private lending agencies and other Public Financial Institutions as defined in the Public Financial Institutions Act or schedule Banks on the premises and first charge on the plant and machineris for any development by him/it.

LESSEE DOETH HEREBY COVENANT WITH THE LESSOR IN THE MANNER

Lessee will bear, pay and discharge all rates, taxes, charges and assessment in description which may, during the said term, be assessed, charged or levied upon either on the landlord or tenant or the occupier in respect of the premises or the building to be erected thereupon.

Lessee shall pay the development charges of the plot calculated at the rate fixed by the Corporation for each Industrial Area from time to time. The Corporation reserves the right to enhance the rate of development charges if the rate of contribution payable under an award is enhanced by any competent court or authority.

Lessee will bear pay and discharge all service charges, road maintenance charges, street lighting charges, arboriculture charges and other ancillary services, for the upkeep of the industrial areas which may during the said term be assessed, charged, levied or imposed by the Lessor.

Corporation reserves the right to revise the rate of service charges from time to time and the decision of the lessor shall be final, conclusive and binding on the Lessee and it shall not be questioned in any court of law or otherwise.

S. S. Thakur
Director

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उद्योग विभाग
राजस्थान सरकार

महानगर का अचियन्ता
रोडो निगमिटेड

- (c) That the Lessee will obey and submit to the rules of Municipal or other authority now existing or thereafter to exist so far as the same relate to the property in the area or so far as they affect the health, safety, convenience or other inhabitants of the place.
- (d) That the Lessee will erect on the demised premises in accordance with the plan, elevation and design to be approved both by the Lessor and the local authority in writing and in a substantial and workman-like manner the Units as aforesaid with all necessary out-houses sewers drain and other appurtenances according to the local authority's rules and by law in respect of buildings latrines and connection with sewers, and will commence such construction of the production shed within the period of one year and will completely finish the same fit for use and start commercial production within the period of three months from the date of these presents or from the date of possession, whichever is the later, within such extended period of time as may be allowed by the Lessor at its discretion on payment of retention charges as determined by the Lessor.
- (e) That the Lessee will keep the demised premises and the building thereon in a state of good and substantial repairs and in sanitary condition.
- (f) That the Lessee will not make or permit to be made any alteration in the structure to the said buildings or other erections for the time being on the demised premises or erect or permit to erect any new building on the demised premises without the previous permission in writing of the Lessor and the local authority and in accordance with the terms of such permission and plan approved by the Lessor and the local authority and in case of any deviation from such terms or plan, will in writing upon receipt of notice from the Lessor or the local authority requiring the Lessee to do, correct such deviation as aforesaid, and if the Lessee shall neglect to do so, then it shall be lawful for the Lessor, or the local authority to cause such deviation to be corrected at the expense of the Lessee, which expense the Lessee hereby agrees to reimburse by paying to the Lessor/Local Authority the amount which the Lessor/Municipal Authority as the case may be shall fix in that behalf and the amount of the Lessor/Local Municipal Authority as the case may be shall be final and conclusive.
- (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path along with the event across drain to the satisfaction of the Lessor/Local Municipal Authority leading from the public road/Corporation to the building to be erected on the demised premises.
- (h) That the Lessee will not carry on or permit to be carried on the demised premises any trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purpose of the Lessor without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions and the Lessor/Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance or cause any annoyance, or inconvenience to the Lessor or Local Municipal Authority or to the occupants or occupiers of other premises in the neighbourhood.

ਸਪੈਨ ਪ੍ਰੋਜੈਕਟ (ਪ) ਲਿਮਿਟਿਡ
ਦਿਰੈਕਟਰ

For : Span Projects (P) Ltd.
S. S. Thirumala
Director

S. S. Thirumala

will not without the previous consent in writing of the Lessor transfer, assign, mortgage or both as a whole and every such transfer assignment, subletting or both shall be subject to and the transfers shall be bound by all the covenants and conditions herein contained and shall be subject to the Lessor in all respect therefor and the Lessee will in no case be bound by any consent as been given by Lessor as aforesaid assign, relinquish, mortgage, transfer or part with the possession of any portion less than whole of the premises or cause any sub-division thereof by meters and bounds or otherwise without possession in favour of either of the State Government or of the Industrial Finance Corporation of India or in favour of Rajasthan Financial Corporation or I.C.I.C.I. or L.I.C., I.R.B.I., HDFC, SIDBI, Central Co-operative Banks, Private Banks and other Public Financial Institutions as defined in the Public Finance Act or Scheduled Banks to secure loan or loans advanced by any of them on the demised premises the industry herein before mentioned but the mortgage shall be subject to the prior charge of the Lessor under the second clause 1 (C) above.

Further that if at any time the Industrial Finance Corporation of India or other body or bodies mentioned above decided to take over sell, lease or assign the demised assets in the demised premises in exercise of any rights vesting in the Lessor of deed or deeds executed in its favour by the Lessee at the time of the mortgage or under any will for the time being in force the sale, lease or mortgage will be subject to the mutual consultation with Lessor and the financing agencies as mentioned above.

Further that the Lessee will so often as the said premises shall by assignments or by operation of law or otherwise howsoever become assigned, inherited or during the tendency of the terms hereby granted within one calendar month of the date of the such assignment, inheritance or transfer deliver a notice in writing to every probate or a will or letters of administration, decree order or other document of affecting or evidencing such assignment, inheritance or document as aforesaid accompanying the said notice shall remain at the office of the Lessor AND it is hereby covenanted that failure to do so shall be condition will without prejudice to the right of the Lessor to determine the agreement for breach of this covenant entail penalty of Rs. 500/- to the Lessee.

The Lessor will permit the members, officers and subordinates of the Lessor and other persons employed by them from time to time and at all reasonable days during the said term to enter into and upon the demised premises for the purpose of being erected thereupon in order to inspect the same.

The Lessee will not make any excavation upon any part of the demised premises for the foundation of building and for levelling and dressing the area nor remove sand, gravel, clay, earth or any other materials therefrom.

S. S. [Signature]

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[Signature] 54 [Signature]

[Signature] [Signature]
[Signature] [Signature]

(l) That the Lessee will not treat or permit to be treated on any part of premises any stables Sheds or other structures of any description whatsoever house Cattles, dogs, poultry or other animals except and in so far as may be by the Lessor in writing.

(m) That the Lessee will neither exercise his option of determining the liability of the lessor responsible to make good the damage if by fire, tempest, flood or of any army or a mob or other irresistible force, any material part of premises if wholly or partly destroyed or rendered substantially unusable for building purpose.

(n) That Lessee shall construct and complete the said buildings and put the 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 said land is handed over to him, whichever is earlier provided that the Lessee at its discretion extend the time hereinbefore provided if in his opinion such extension is caused for reasons beyond the control of the Lessee.

Provided that unutilised land of the allotted plot or plots shall revert to the Lessor on the expiry of the prescribed/extended period for starting production of the unit.

(o) If during the terms of the lease the lessee or his workmen or servants shall (i) Injure or destroy any part of building or other structure contiguous to the plot of land hereby demised.

(ii) Keep the foundation tunnels or other pits on the demised land open to weather thereby causing any injury or damage to contiguous or adjacent plots or

(iii) Dig any pits near the foundation of any building thereby causing any damage to such building, the Lessee shall pay such damages thereon as assessed by the Lessor (whose decision as to the extent of injury or damage and the amount of damages payable therefor shall be final and binding on the Lessee unless within three months from the receipt of orders thereof the Lessee files an appeal to the arbitrator as hereinafter provided and if an appeal is filed 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 specified in RILCO Disposal of Land Rules, 1979 as amended from time to time.

(q) If the Lessee being a registered or unregistered partnership firm or a company or society, is dissolved and no successor in interest is appointed within six months of its dissolution the Lessor shall be entitled to determine this Agreement.

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

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 to be the Lessee

him of any of the covenants or conditions hereinbefore contained and 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, mortgages or assigns the whole of the demised premises without the consent in writing of the Lessor as hereinbefore provided subject to the terms and manner hereinbefore provided or if the amounts due to the Lessor are hereby reserved or any part of the premium as stipulated in clauses 1 and 2 shall be in arrear and any other charges as stipulated in Clause 2(b) shall be in arrear and any other amount 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 adjudged insolvent or if this Agreement is determined as hereinbefore provided it shall be lawful for the Lessor subject to the provisions of this lease (without prejudice to any other right of action of the Lessor in respect of breach of this Agreement) to re-enter without taking recourse to a court of law in the demised premises or any part thereof in name of whole and thereupon the Lessee shall absolutely CEASE and determine and the money paid by the Lessee in pursuance of these presents shall stand forfeited to the Lessor without prejudice to the right of the Lessor to recover from the Lessee all money that may be payable hereunder with interest thereon at ^{18%} per annum and the Lessee shall 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 thereof from the demised premises and to pay up all dues, the premium and the lease rent upto date and all municipal taxes, rates and assessments then due including service charges e.g. water 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 satisfaction of the Lessor and in case of failure on the Lessee's part to do so, 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 always the right of re-entry and determination of the lease as hereinbefore provided shall not be exercised if the industry at the demised premises which is wholly or partly financed by the State Government or Industrial Finance Corporation of India, the Rajasthan Financial Corporation, I.D.B.I., ICICI, LIC, IRBI, HDFC, SIDBI, or any Co-operative Banks other Private Lending Agencies and other Public Financial Institutions as defined in the Public Financial Institutions Act or Scheduled Banks or by 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 on the said financing body or institutions regarding said breach or breaches.

Proceedings for breach of the conditions, aforesaid shall be lodged in courts in Jaipur and not elsewhere

For : Span Projects (P) Ltd
S.S. Sharma
Director
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श्रीमान् श्री. सी. एस. शर्मा
डायरेक्टर
सी. एस. शर्मा लिमिटेड

(c) Any loss suffered by the Lessor on a fresh grant of the demised premises of conditions aforesaid on the part of the Lessee or any person or under him shall be recoverable by the Lessor.

(d) Any notice required to be served hereunder shall be deemed to have been served on the Lessee if served by Registered Acknowledgement Due by an Officer of the Lessor and the services shall be deemed to be at the time of which the registered letter would in the ordinary course even though returned un-served on account of the refusal by the Lessee however. A notification of any decision by the Lessor shall also be in the same manner as prescribed above.

(e) The security deposit made with the application for allotment of land shall be returned to the Lessee after the unit goes into commercial production on an annual basis by him.

(f) The security deposit shall stand forfeited whenever there is a breach of the conditions 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 Corporation Limited or such other person(s) authorised in this behalf. Provided that the expression Managing Director shall include the person(s) authorised by the Lessor with the functions similar to those of the Managing Director.

(h) Every dispute, difference or questions touching or arising out or in connection with this Agreement or the subject matter thereof shall be referred to the sole arbitrator appointed by 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 HEREOF THE parties hereto have set their hands this day of ...July... in the year.....1972..

FIRST LEASE
FIRST ALLOTEE

S. S. Parashar
Signature of Witness
Name S.S. PARASHAR
(in capital letters)
Address : E-65, AMBABARI,
JAIPUR-12.

S.S. Mussaddi
For and on behalf of
Rajasthan State Industrial
and Investment Corporation
For : Span Projects (I) Ltd.
Leesee : S.S. Mussaddi
Name S.S. MUSSADDI
(in capital letters)
Address : E-243, RAMPAT,
SHYAM NAGAR
JAIPUR-19