

SUB LEASE DEED

This DEED OF SUB LEASE made at Palakkad on this theday of Two Thousand BETWEEN M/sWESTERN INDIA KINFRA LTD (PAN - _____) a Company incorporated under the Companies Act, 1956 and having its Registered and Principal office at XIII/589, WISE PARK, Kanjikode East (P.O), Palakkad - 678 621 and herein represented by its Managing Director, Shri....., S/o. aged (.....) Years, residing at (PAN CARD No.....)Hereinafter called the SUB- LESSOR, which expression shall, unless repugnant to the context, be deemed to include its successors and permitted assigns) OF THE ONE PART,

AND M/s..... (PAN -.....) a Company incorporated under Companies Act, 1956/2013/ a Proprietorship concern/ a Partnership firm and having its Registered Office at

 represented by its(PAN-) S/o..... aged(.....) years, residing at(hereinafter called the SUB LESSEE, which expression shall unless repugnant to the context, be deemed to include its successors and permitted assigns) of THE OTHER PART.

WHEREAS the SUB- LESSOR is a Joint Venture Company of the Kerala Industrial Infrastructure Development Corporation (hereinafter called KINFRA) and WISE Infrastructure Ltd. formed to set up an Integrated Industrial Township.

AND WHEREAS KINFRA obtained Jenmom and Possession right of 732 acres of land comprised in survey numbers of Resurvey Block No:34 of Pudussery Central Village, Palakkad Taluk, Palakkad District and as per Village PATTa (Thandaper) No.

1991, which was partly purchased and partly acquired by the Govt. of Kerala for KINFRA under the provisions of the Land Acquisition Act, in respect of which KINFRA has paid compensation and all other amounts payable in terms of the award passed by the concerned Land Acquisition Officer ;

AND WHEREAS the SUB LESSOR is under an obligation to develop an integrated industrial township at the said Pudukkottai Central Village, Palakkad Taluk, Palakkad District and carry out, inter-alia, development and implementation of all infrastructure facilities and services in connection therewith. The project for development of The Said integrated industrial township is named as WISE PARK.

AND WHEREAS by a lease deed dated December 09, 1999 and a Supplementary Lease Deeds (Correction Deeds) thereon dated 01.07.2010, 20.05.2013 and 22.09.2014 duly registered with the Sub Registrar Office Palakkad as per Document Numbers 6321 of 1999 dated 09.12.1999, 6133 of 2010 dated 20.08.2010, 4203 of 2013 dated 10.06.2013 AND 5682/I/2014 dated 10.10.2014 respectively, KINFRA granted lease of the land described in the Schedule for a period of 99 (ninety nine) years to the SUB LESSOR herein in respect of 200 acres of land in Pudukkottai Central Village, Palakkad Taluk, Palakkad District for the purpose of setting up of WISE PARK and authorizing the SUB LESSOR to lease industrial plots and also plots for social infrastructure development activities on such terms and conditions as may be agreed to between the SUB LESSOR and the proposed SUB LESSEE.

AND WHEREAS the SUB LESSOR is the principal LESSEE of the land measuringhectare (.....acres) out of the said 80.9400 Ha (200 acres) of land and comprised in Survey Numbers at Pudukkottai Central Village, Palakkad Taluk, Palakkad District, State of Kerala and more particularly described in the SCHEDULE hereunder written (hereinafter referred to as The Said Land).

AND WHEREAS the SUB LESSEE has approached the SUB LESSOR for grant of a lease in respect of the Said Land in its favour for the purpose, inter-alia, of setting up of industrial unit Viz.

AND WHEREAS the SUB LESSOR has agreed to grant Lease of the said land to the SUB LESSEE on the terms and conditions hereinafter appearing;

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. The SUB LESSOR hereby grants unto the SUB LESSEE of all the property containing by admeasurement an area ofHa (.....acres) or thereabouts situate in Pudukkottai Central Village, Palakkad Taluk, Palakkad District, Kerala, which is more particularly described in the SCHEDULE hereunder written and with boundaries thereof delineated on the plan annexed to these presents. (Hereinafter referred to as the "Said Land") Leased unto the SUB LESSEE for a period of 30 (thirty) years commencing from

2. The SUB LESSEE had paid an interest free deposit of Rs..... (RupeesOnly) the receipt whereof the SUB LESSOR hereby acknowledges, to be considered as Security Deposit to be adjusted against dues payable to the SUB LESSOR and the balance to be returned to the SUB LESSEE on giving vacant possession of the " Said Land "

3.The SUB LESSEE shall pay the SUB LESSOR during term of the Lease an annual Lease rent of Rs...../- (Rupees Only) calculated @Rs..... (RupeesOnly) per acre and taxes and duties payable to Central and/ or State Government subject to deduction of income tax and other taxes as applicable and payable in advance on or beforeevery year. The SUB LESSOR hereby acknowledge the receipt of the first year annual Lease rent from the SUB LESSEE for period upto

4. The SUB LESSEE has agreed to enhance the annual lease rent by 5% (five) w.e.f and subsequent increase of 5% on the then existing annual lease rent in every 2(two) years thereafter, i.e. w.e.f, etc., without any demand or discussion.

The Promoters/Unit shall either provide with irrevocable bank guarantee OR provide personal guarantee for regular payment of the Annual Lease Rent during the lease period.

5. The SUBLESSEE shall not transfer, sublet, mortgage or assign its interest in the Said Land.

6. The SUB LESSEE has entered into this transaction with the full knowledge and understanding of the Principal Lease Deed executed by KINFRA in favour of WIKL as the LESSEE for a period of ninety nine years with effect from 09-12-1999 and is fully aware that the DEED of SUB LEASE shall always be subject to the terms and conditions of the Principal Lease the terms and conditions to the extent applicable shall be deemed to be, incorporated herein by reference, save and except to the extent the same are not contrary to or inconsistent with the terms hereof.

7. The SUB LESSOR or its nominated maintenance agency shall provide the following maintenance services at WISE PARK: -

- a) Maintenance of built up roads and paths.
- b) Maintenance of rain water/storm water drains.
- c) Street-lighting on the roads in WISE PARK.
- d) Horticulture and landscaping.

8. In respect of the maintenance service as aforesaid, the Sub Lessee shall pay the SUB LESSOR the amount of maintenance charges demanded by the SUB LESSOR shall be final and binding on the SUB LESSEE. The SUB LESSOR shall raise its bills for maintenance charges on half-yearly basis in advance. Such bills shall be paid by the SUB LESSEE within 15 days of the receipt thereof. Any delay in payment shall attract

interest @ 16.5% p.a on the outstanding amount, including annual Lease rent, water charges or any other payments due to the SUB LESSOR from the SUB LESSEE.

9. The SUB LESSOR shall ensure efficient and proper maintenance of various facilities and amenities to be provided in WISE PARK.

10. The SUB LESSEE will maintain at its own cost all infrastructure facilities within The Said Land for the entire period of demise referred to hereinabove.

11. The SUB LESSOR shall from time to time and at all material times during The Said term of the SUB LEASE discharge all rates, taxes, charges and assessments of every description now subsisting and which may at any time hereafter during the said term be statutorily imposed, charged and levied and assessed upon the property hereby demised.

12. The SUB LESSEE shall use the Said Land and the buildings constructed thereon only for setting up of an industrial unit Viz for manufacture of and shall not make any unnecessary excavation or remove or appropriate any minerals, mineral substances of any description, sand or clay from The Said Land.

13. The SUB LESSEE shall avail the required power from the existing power lines near the said Land from KSEB. However in the event of KSEB insisting for extending power lines anew or to carry out any other works/installations inside or outside the WISE PARK to facilitate supply of power to the SUB LESSEE for want of capacity in the existing power line or distribution transformer near the said Land, the SUB LESSEE shall bear all the expenses to be incurred and demanded by KSEB.

14. The SUB LESSEE shall not construct any open or tube well for tapping ground water in The Said Land and the SUB LESSOR had agreed to provide piped and metered water connection to the premises to meet the water requirement of the SUB LESSEE including during construction period for which the SUB LESSEE shall make monthly payment at applicable rates.

15. The SUB LESSEE shall be entitled to raise such structures, buildings and lay such cables, poles, pipelines, antennae etc., on The Said Land, underground or over ground, as may be required by the SUB LESSEE.

16. The SUB LESSEE shall comply with the provisions of the Kerala Buildings Rules, 1984 and all other applicable Rules and Regulations while constructing the building or other structures on the demised land and shall abide by all the provisions of the Environment (Protection) Act 1986, the Air (Prevention and Control of Pollution) Act, 1961 and the Water (Prevention and Control of Pollution) Act 1974 and all the provisions of any other similar enactments and shall keep the SUB LESSOR indemnified against any claim made against it for breach of any of the provisions of the said enactments.

17. The SUB LESSOR has represented and assured that it shall perform all its obligations towards KINFRA. It is agreed that in the event of determination of the Leasehold rights of the SUB LESSOR by KINFRA qua the said Land, KINFRA shall become the SUB LESSOR of the SUB LESSEE on the same terms and conditions as are contained herein. Such determination of the rights of the SUB LESSOR shall not affect the rights created and granted in favour of the SUB LESSEE. The SUB LESSOR agrees to indemnify and hold harmless the SUB LESSEE against all or any loss, claims and demands that may be suffered undergone or made against the SUB LESSEE upon determination of the rights of the SUB LESSOR qua The Said Land.

18. The SUB LESSEE shall be entitled to renew and extend this Lease for successive terms upon expiry of the term hereby granted on such terms and conditions as may be mutually agreed to between the parties. The SUB LESSOR shall execute and register a fresh Lease upon each such successive renewal or extension of the Lease.

19. If the SUB LESSEE does not utilize the demised land or any part thereof for the purposes mentioned hereinbefore within a period of two (2) years from the date of the SUB LEASE DEED, the SUB LESSOR shall be entitled to re-possess the land wholly or partly, by executing surrender lease deed at SUB LESSEES cost on mutual consent or by resorting to legal process.

20. The SUB LESSOR has assured to render all assistance to the SUB LESSEE in obtaining approvals, permissions and consents from various authorities for setting up the proposed plant(s) by the SUB LESSEE. All costs, charges and expenses for such approvals, permissions and consents including out of pocket expenses incurred by the SUB LESSOR in this regard shall be borne and paid by the SUB LESSEE.

21. In the event of the Sub Lessee abandoning the activities of the unit on a future date or the SUB LESSEE has otherwise acted in contravention of any of the terms, express or implied under which SUB LESSEE is authorized to occupy such premises, the SUB LESSOR shall have the right to evict the SUB LESSEE from the leased premises and can enter upon the premises and resume the land with prior notice to the SUB LESSEE.

22. The SUB LESSOR does hereby further agree that before the expiry of the term of the SUB LEASE, the SUB LESSEE shall be entitled to remove all or any buildings and structures, machinery which at any time during the currency of this SUB LEASE shall have been erected or affixed by the SUB LESSEE upon the said land without any claim for compensation whatever.

23. It is distinctly agreed that the Sub Lessee shall not claim or be entitled to claim any compensation whatever except as regards buildings and fixtures not removed by the SUB LESSEE from the said land in compliance with any request in writing in this behalf by the SUB LESSOR.

24. It is further agreed that if the SUB LESSEE does not remove the building and fixtures as allowed herein before or restore the demised premises to its original condition, within the time prescribed, the SUB LESSOR shall have the right to remove the said buildings and fixtures and restore the demised premises to its original condition and the cost of such removal and restoration shall be realised by the SUB LESSOR inter alia by the sale of materials and the balance, if any, from the SUB LESSEE. In case there is any amount left from the sale price of the materials so removed, after realisation of the cost of removal and restoration referred to herein, the same may be utilised by the SUB

LESSOR for recovery of any other amounts that may be due to the SUB LESSOR from the SUB LESSEE and the balance alone repayable to the SUB LESSEE.

25. The SUB LESSOR and the SUB LESSEE are Income Tax assesses with permanent Account Numbers

Western India Kinfra Limited - SUB LESSOR - PAN-.....
 - SUB LESSEE -PAN-

26. Government of Kerala vide G.O (P) No.108/2004/T.D Thiruvananthapuram dated 08.07.2004 have waived stamp duty and Government of Kerala vide G.O (P) No.109/2004/T.D Thiruvananthapuram dated 08.07.2004 have waived registration fee for registration of this document with Registry.

27. The SUB LEASE DEED is registered in duplicate. The original will be kept by the SUB LESSOR and duplicate by the SUB LESSEE. A sketch of the property is also attached herewith.

SCHEDULE OF PROPERTY HEREIN BEFORE MENTIONED

District : Palakkad
 Sub District : Palakkad
 Taluk : Palakkad
 Firka : Elappully
 Amsom&Desom : Pudussery
 Right : Sub Lease Hold
 Village : Pudussery Central
 Block Number : 34
 ThandaperNumber(T.P Number) : 1991

SI. No.	Re- Sy. No.	Sub Division No.	Extent H. A
1			
		Hectares
		TOTAL Acres

The above properties are included in Resurvey Block Number 34 of Pudussery Central Village, Palakkad Taluk, Palakkad District and as per Village Patta (Thandaper) Number 1991.

Boundaries:

North :

South :

East :

West :

IN WITNESS WHERE OF the parties hereto have affixed their signatures to this SUB LEASE DEED on the day month and year first above written.

For WESTERN INDIA KINFRA LTD.

For

.....
Managing Director

.....
.....

All in the presence of witnesses:

1.

2.