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Fusion Industries Limited

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Director

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AMENDMENT IN THE ORIGINAL LEASE DEED OF M/s **DIAMOND FOOTWEAR PVT. LTD.** I/A MALANPUR, DISTRICT – **BHIND**, EXECUTED ON 28.8.1990 AND REGISTERED IN THE OFFICE OF SUB-REGISTRAR, **GOHAD**, DISTRICT – **BHIND**, VIDE BOOK No.A-1, VOLUME No.1764 OF 21 PAGE No. 50 TO 70, REGISTRATION No. 2156 DATED 29.8.1990 AND ITS AMENDMENT AS M/S **VISHWAS ARTIFICIAL LIMB CENTRE** (A UNIT OF **MANGLAM CHARITABLE TRUST**) EXECUTED ON 13<sup>TH</sup> DECEMBER, 2010 AND REGISTERED IN THE OFFICE OF SUB-REGISTRAR **GOHAD**, DISTRICT **BHIND** VIDE BOOK NO. A-1 VOLUME NO. 3410 OF 6 PAGE 15 TO 20 REGISTRATION NO. 1612 DATED 30.8.2011 AND ITS AMENDMENT AS M/S **YEE KEY TECHNOCRAT PVT. LTD.** EXECUTED ON 28.2.2012 AND REGISTERED IN THE OFFICE OF SUB-REGISTRAR **GOHAD**, DISTRICT **BHIND** VIDE BOOK NO. A-1 VOLUME NO. 3478 OF 7 PAGE 5 TO 11 REGISTRATION NO. 3076 DATED 2-3-2014.

This amendment is made on this 19-01-2015 in the original lease deed executed on 28.8.1990 between the Governor of Madhya Pradesh, acting through the Managing Director, Industrial Infrastructure Development Corporation (Gwalior) M.P. Limited, Gwalior (hereinafter called the 'Lessor' which expression shall where the context






admits include his successors in office) of the one part and M/s **DIAMOND FOOTWEAR PVT. LTD. MALANPUR** in the **BHIND** District acting through Shri **RAVI SHANKAR GOYAL S/o SHRI JAI KISHAN GOYAL** of M/s **DIAMOND FOOTWEAR PVT. LTD.** having its registered office MALANPUR (hereinafter called the 'Lessee') which expression shall where the context so admits, include his successor and permitted assigns of the other part.

WHEREAS upon the request of the lessee, the lessor has granted to the lessee, subject to the terms and conditions specified in the original lease deed, a lease of the piece of land in the Industrial Area at **MALANPUR** comprising of an area measuring approximately **16682.00 Sq.Mt. (1.6682 Hectares)**, thereabout situated in the I/A **MALANPUR** of Tehsil **GOHAD** of **BHIND** District, more particularly described in the schedule in the original lease deed and for greater clearness delineated on the plan annexed with the original lease deed and thereon coloured red (hereinafter referred to as "the said Plan") for a term of 99 years commencing from **28.8.1990** and ending **27.8.2089** for the purpose of construction and establishing thereon a factory for the manufacture of **FOOT WEAR** and purpose ancillary thereto (herein after referred to as the said business).

WHEREAS, vide 1<sup>st</sup> Amendment made on **13.12.2010** in the original lease deed the Unit M/s **DIAMOND FOOTWEAR PVT. LTD** was transferred to M/s **VISHWAS ARTIFICIAL LIMB CENTRE** (A Unit of Mangalam Charitable Trust).

Whereas, vide 2<sup>nd</sup> Amendment executed on dated **28.2.2012** in the original lease deed executed on **13.12.2010** and Amended lease deed executed on **28.2.2012**, the unit M/s **VISHWAS ARTIFICIAL LIMB CENTRE** (A unit of Mangalam Charitable Trust) was transferred to M/s **YEE KAY TECHNOCRAT PVT. LTD. I/A MALANPUR**.



The present lessee M/s **YEE KAY TECHNOCRAT PVT. LTD.** has applied to the lessor for change in the constitution from **PRIVATE LIMITED** to **LIMITED** Company and the name of the unit from M/s **YEE KAY TECHNOCRAT PVT. LTD.** to M/s **FUSION INDUSTRIES LTD.** and the lessor has granted permission vide letter No. **2281** dated **8.8.2014** for the amendment in the original lease deed.

By this Amendment para 1 and Clause 18 of the original lease deed executed on **28.8.1990** and amendment executed on **28.2.2012** shall read as under:-

#### **AMENDMENT**

##### **PARA 1 :**

This amendment deed is made 19<sup>th</sup> day of January, 2015, in the original lease deed executed on **28.8.1990** and Amended lease deed executed on **28.2.2012**, between the Governor of Madhya Pradesh acting through the Managing Director, Industrial Infrastructure Development Corporation (Gwalior) M.P. Ltd. (formerly known as MPAKVN(G) Ltd.) Gwalior (hereinafter called the "Lessor" which expression shall where the context so admits, include his successors in office) of the one part and M/s **FUSION INDUSTRIES LTD., I/A MALANPUR** through **SHRI YUNIK CHANDNA, S/o SHRI TRILOK CHAND CHANDNA**, Resident of **HOUSE NO. 33/32A, B.P. NIT FARIDABAD (HARYANA)** as **DIRECTOR** of M/s **FUSION INDUSTRIES LTD.** and having its registered office at **SSI, PLOT NO.4, BLOCK-HNH2, OPP. FCI GODOWN, NIT, FARIDABAD, HARYANA** and also registered as **SMALL SCALE INDUSTRY** with D.T.I.C. **MALANPUR**, Registration No. **2300312000920** dated **8.9.2011** (hereinafter called the "Lessee" which expression shall where the context so admits, include his successor and permitted assigns) of the other part.



CLAUSE - 18

THE Lessee shall comply with all acts, rules and regulations in force from time to time in respect of the working of M/s **FUSION INDUSTRIES LTD.**

All other terms and conditions of the original lease deed executed on **28.8.1990** will remain same and unchanged and will be binding on both parties.

In the event of any dispute arising between the parties in respect of the deed or any other legal matter whatsoever connected therewith, the Gwalior Court shall have the jurisdiction.

In witness whereof the parties hereto have signed this amendment deed on the date and year respectively mentioned against their signatures.

Place : Gwalior

Date : 19/11/2015

WITNESSES :

1. Signature.....  
Name...  
Address.....

2. Signature.....  
Name...  
Address.....

**INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION (GWALIOR) M.P. LIMITED,**  
(formerly known as MPAKVN (G) Ltd.) Gwalior  
on behalf of Governor of Madhya Pradesh

For Fusion Industries Limited

Signature on behalf of  
**M/s FUSION INDUSTRIES LTD.**

