

LEASE-DEED

Industrial Area..... Sikondra Road

Plot No. A-19

THIS LEASE DEED made on the 6th day of October the year one thousand nine hundred and Eighty Six & corresponding to Saka Samvat 1908 between U. P. State Industrial Development Corporation Limited, Kanpur a Company within the meaning of the Companies Act, 1956 and having its registered office at 117/130, Sarvodaya Nagar, Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND,

Shri..... S/o.....

r/o.....

proprietor of the single owner firm of/Karta of Joint Hindu family firm of.....

OR

1. Shri..... aged..... years

s/o..... r/o.....

2. Shri..... aged..... years

s/o..... r/o.....

3. Shri..... aged..... years

s/o..... r/o.....

4. Shri..... aged..... years

s/o..... r/o.....

5. Shri..... aged..... years

s/o..... r/o.....

Chief Manager
U. P. State Industrial Development Corp. Ltd.
GHAZIABAD

For BIKAR TUNES PVT. LTD.
Sachin K. Gupta
Director

Done
16/11/86

5. S/N: aged years
S/O I/O

7. Shri.....aged.....years
S/o.....I/o.....

Constituting the registered partnership firm of
Through Sri aged years
S/o
duly constituted attorney under the deed dated

OR

M/s. Bikaner Tulsi Private Ltd.
 a company within the meaning of the Companies Act, 1956 and having its registered office
 at 277° Gali Peepal, Huda, Hauz Qazi, Delhi-6
 through its Managing Director/Secretary duly constituted attorney Sri. S. S. Kumar Gupta
 Age: 42 S/o. Late. Karna Lal Gupta
 r/o 277° Gali Peepal, Huda, Hauz Qazi, Delhi-6
 OR
 277° Gali Peepal, Huda, Hauz Qazi, Delhi-6
 a society registered under the Co-operative Societies Act, hereinafter called the Lessee (which
 expression shall, unless the context does not so admit, include his heirs, executors, administrators,
 representatives and permitted assigns/its successors and permitted assigns) of the other part.

WHEREAS the State of Uttar Pradesh has acquired land at Sikandra under the Land Acquisition Act, 1894 and has handed over the same to U. P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has sub-divided the above land into plots for industrial units for leasing out such sub-divided plots to industrialists for erecting on each plot a factory according to the factory bye-laws and building plans approved by the Lessor and, proper municipal and other competent authorities.

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and it is hereby agreed that the Lessee shall pay as provided in clause 2 (a) & 2 (b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee has requested and the Lessor has agreed to grant lease, within the period of licence, notwithstanding the agreement cited above the plot of land hereinafter described on the terms and conditions hereinafter appearing for the purpose of constructing within the Industrial area... M/s. Pipes only, Sub. = 640 sq. ft. ... an industrial unit for manufacturing ... according to the design and building plan approved by the proper municipal or other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1 In consideration of the payment by the Lessee of the provisional premium of Rs. Rs. 800/- (Rs. Eight hundred and 00/100) of the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. Rs. 1,900/- (Rs. One thousand nine hundred and 00/100) to be paid in eight/ten yearly instalments as follows alongwith interest @ 12 % per annum on the total outstanding premium.

Chief Manager
H.P. State Industrial Development Corp. Ltd.
CHAZIBAD

For RUMBA WIRE PVT. LTD.
Sunderb K. Gupta
Director

2000
10/10/00

(3)

1. Rs. 52399.00	on the 15th	day of April	1988
2. Rs. 52399.00	on the 15th	day of April	1989
3. Rs. 52399.00	on the 15th	day of April	1990
4. Rs. 52399.00	on the 15th	day of April	1991
5. Rs. 52399.00	on the 15th	day of April	1992
6. Rs. 52399.00	on the 15th	day of April	1993
7. Rs. 52399.00	on the 15th	day of April	1994
8. Rs. 52399.00	on the 15th	day of April	1995
9. Rs. /	on the /	day of /	19 /
10. Rs. /	on the /	day of /	19 /

Provided that if the Lessee pays the instalments and the interest on the due dates and there are no overdues, a rebate will be admissible @ 7% per annum in the interest.

JTE:—(1) The interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of each payment to be made on the 1st January day of 1987.

(2) Liability for payment of the premium in instalments including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter namely 15.12.1986.

(3) The payments made by the Lessee will be first adjusted towards the interest due, if any and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any direction/request of the Lessee to the contrary.

And of the rent hereinafter reserved and of the covenants, provisos and agreements herein contained and on the part of the Lessee to be respectively paid, observed and performed.

The Lessor doth hereby demise to the Lessee, all that plot of land numbered as A-19 situated within the Industrial Area at Sikandra.

situated in Village / Pargana Tehsil S.R.B. District B.S.R.

containing by admeasurement 1674.00 Sqm.

be the same a little more or less, and bounded

on or towards the North by Plot No A-20

on or towards the South by Plot No A-18

on or towards the East by Plot No D

on or towards the West by 100 wide Road No 16

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD this said plot of land (hereinafter referred to as the demised premises) with their appurtenances unto the Lessee for the term of ninety years from

day of 1987 except and always reserving to the Lessor and his successors or assigns :

(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successors or assigns in developing the area.

(B) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

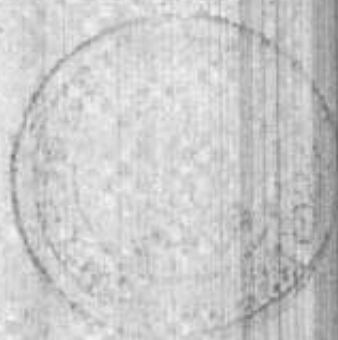
Chief Manager

State Industrial Development Corp. Ltd.
GHAZIABAD

For BIHAR TUBES PVT. LTD.

Sudesh Kumar
Director.

Don
12/1/86



(c) Yielding and paying therefor unto the Lessor on the 1st day of April in each year in advance the yearly rent at the rate of Rs. 100/- per acre per year during the first thirty years, Rs. 150/- per acre per year during the next thirty years after expiry of the first thirty years and Rs. 250/- per acre per year during the next thirty years after the expiry of the first sixty years, the rent upto the 31.03.1956 day of March 1956 having not been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 18%.

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and full payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings, and machineries built upon or affixed thereto.

2. (a) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the demised land, after lay out for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land-cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date the final cost of acquisition is determined, pay within Sixty days of demand to the Lessor the additional premium being the difference in the land-cost component finally determined as aforesaid and the land-cost component of the provisional premium mentioned in clause 1.

2. (b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said Industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.

And that such payments of proportionate additional premium shall be made within 60 days of the demand made by the lessor.

3. AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR AS UNDER

(a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.

(b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc. and other common facilities and services) as may, from time to time, be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 13% p. a. on the amount due.

(c) "That whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or other notified local bodies take over or cover this Industrial Area of UPSIDC, the Lessee will be liable to pay and discharge all rates, taxes, charges, claims and out going chargeables imposed and assessment of every description which may be assessed, charged or imposed upon them by the local body and will abide by the rules and directives of the local body."

Chief Manager
U.P. State Industrial Development Corp., Ltd.
GHAZIABAD

For BIHAR TILES PVT. LTD.
Sudhakar Kumar Gupta
Director

2000
12/1/06



(d) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety, convenience of other inhabitants of the place and shall not release any obnoxious gaseous liquid or solid effluents from the unit. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the State Effluent Board/U. P. Pollution Control Board or any other authority competent to make rules, regulations, bye-laws and laws in this behalf from time to time. Any breach of such law, rules, regulations and bye-laws shall be liability solely of the Lessee.

(e) That the Lessee will at his own cost erect on the demised premises in accordance with the layout plan, elevation and design and in a position to be approved in writing and in a substantial and workmanlike manner the industrial unit as aforesaid, with all necessary out-houses, sewers, drains and other appurtenances according to the local authority's rules and bye-laws in respect of buildings, drains, latrines and connection with sewers and will commence such construction within the period of Six months and will completely finish the same fit for use and start the manufacturing and production within the period of Three months from the date of these presents or within such extended period of time as may be allowed by the Lessor writing in its discretion.

That the Lessee will pay unto the Lessor the said rent at the times on the date and in manner hereinbefore appointed for payment thereof clear of all deductions.

(f) That the Lessee will keep the demised premises and the buildings thereon at all times in a state of good and substantial repairs and in sanitary condition at his own cost.

(g) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved of by the Lessor and the municipal or other authority and in case of any deviation from such terms or plan will immediately, upon receipt of notice from Lessor or the municipal or other authority requiring him so to do, correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation for the space of one calendar month after the receipt of such notice then it shall be lawful for the Lessor or the municipal or other 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/municipal or other authority the amount which the Lessor/municipal or other authority, as the case may be shall fix in that behalf and the decision of the Lessor/municipal or other authority, as the case may be, shall be final.

(h) That the Lessee will provide and maintain, at his own cost, in good repairs a properly constructed approach road or path to the satisfaction of the Lessor/municipal or other authority, leading from the public road to the building to be erected on the demised premises.

(i) That the Lessee will not, carry on or permit to be carried on the demised premises any obnoxious 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 aforesaid without the previous consent in writing of the Lessor and the municipal or other authority and subject to such terms and conditions as the Lessor/municipal or other 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 nuisance, damage, annoyance or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighbourhood.

(j) That the Lessee will not, without the previous consent in writing on the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the

Chief Manager
G.P. State Industrial Development Corpn. Ltd.
GHAZIABAD

For BIHAR TUBES PVT. LTD.

Sardesh V. Gupta
Director

2000
16/12/86



Lessee will in no case assign, relinquish, mortgage, sublet transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bounds or otherwise.

Provided that the joint possession or transfer of possession of the demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the State Government or of the Industrial Finance Corporation of India or in favour of the U. P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial and Investment Corporation of U. P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including State Bank of India) to secure loan or loans advanced by any of them for setting up on the demised premises the industry hereinbefore mentioned, if the Lessee furnishes to Lessor an undertaking from the financial institutions as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as a mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of the deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any law for the time being in force, the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies and mentioned above.

Provided further that the Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted within two calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment, inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration, decree, order certificate or other document effecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is here by covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lessee.

(A) That the members, directors, officers and subordinates or agents, workmen and other authorised representatives of the Lessor shall have the access to the plot of land and shall have the implied right and authority to enter upon the said plot of land and building to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purposes at all reasonable times.

(f) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, gravel, clay, earth or any other materials therefrom except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundations of the buildings and compound walls and other necessary structure and executing the work authorised and for levelling and dressing the area covered by this Agreement.

(g) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds, or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

Chief Manager
GHAZIABAD
GHAZIABAD

For BIHAR TUBES PVT. LTD.

Sudesh K. Gupta
Director

2002
16/11/00



(x) That the Lessee will not exercise his option of retaking the lease and hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(y) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portion of the demised premises within 50 x 50 x 20 x 20 feet of boundaries on the four sides of the plot sides thereof as marked in the attached plan.

(z) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacturing and production hereinbefore mentioned within three calendar months from the date of possession of the said land is handed over to him and in any case within three calendar months from the date of this deed or such extended period of time as may be allowed by the Lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except wherein the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee.

(a) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall:—

- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land.
- (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent building.
- (iii) dig any pits near the foundations of any building thereby causing any injury or damage to such building.

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable therefor shall be final and binding on the Lessee.

(b) That the Lessee being a registered partnership firm declares, affirms and undertakes that during the subsistence of the terms of this agreement, the said partnership shall not be dissolved, reconstituted or wound up, and/or dealt with in any way which may jeopardise the rights and interest of the Lessor in the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the Lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners.

OR

The Lessee being an individual or sole proprietor or a firm, shall not allow any person (s) as partner (s) with him without the prior written consent of the Lessor.

OR

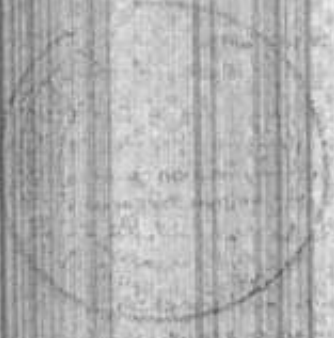
The Lessee being a Company shall not make or attempt to make any alterations, whatsoever in the provision of its Memorandum and Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registrar of Joint Stock Companies under Section 126 of Companies Act 1956 within stipulated period.

While granting its consent as aforesaid the Lessor may require the successor in interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisos, and agreements herein contained or such other

Chief Manager
G.P. State Industrial & Commerce Corp. Ltd.
GHAZIABAD

For BIHAR TUBES PVT. LTD.
Sunderb K. Gupta
Director.

Doc 1
10/1/76



Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the lessor any breach by the lessee or by any person claiming through or under him of any of the covenants or conditions hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the possibility of this agreement, if the lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole of the demised premises without the previous consent in writing of the lessor as hereinbefore provided subject to exceptions in clause (i) or if the lessee fails to commence and complete the building and to put the same to use and to carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided or if the amounts due to the lessor as rent hereby reserved of any part of the premium or interest as stipulated in clause (i) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the lessor or the person in whom the lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, it shall be lawful for the lessor subject to the provisions of clauses 3(r), 3(s), & 3(t) (without prejudice to any other right of action of the lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and amount equal to 20% of the total premium together with outstanding interest up to date, lease rent due and other dues, if any, shall stand forfeited to the lessor without prejudice to rights of the lessor to recover from the lessee all money that may be owing to by the lessee hereunder with interest thereupon @ 18% per annum and the lessee shall not 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 after paying up all dues, the premium and the lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the lessor and to remove all such materials from the demised premises within three months of the date of expiration of sooner determination of the lease or he may have himself put up and in case of failure on the lessee's part to do so, the building and erections standing on the demised premises and all material thereof shall vest in the lessor and the 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 structures and materials put up by him on the demised premises.

Chief Manager
S.P. State Industries Development Corp. Ltd.
GHAZIABAD

For BIHAR TUBES PVT. LTD.
Sandeep Kumar Gupta
Director.

2000
10/1/00



terms and conditions as the Lessor may, in its discretion, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent as the Lessor may in its discretion think proper. In the event of breach of this condition the agreement shall be terminated at the discretion of the Lessor.

Provided that the right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by the State Government or the Industrial Finance Corporation of India or the Industrial Credit and Investment Corporation of India, or the U. P. Financial Corporation or Pradewiya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction Bank of India or any schedule bank (including the State Bank of India) and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights vesting in it or them by virtue of the deeds or deeds executed in its or their favour by the Lessee as provided hereinabove, or under any law for the time being in force.

(s) That it is further agreed that this lease shall stand automatically terminated if there be any change in the constitution of Lessee, partnership firm or private limited company etc., as on the date of execution of this deed without prior approval in writing of the Lessor.

(t) That it is further agreed that this lease shall stand automatically terminated if there be any change in the constitution of Lessee, partnership firm, or private limited Company etc. which existed on the date of execution of this (lease deed) without prior approval in writing of the lessor, UPSIDC.

(u) That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to one or two able-bodied persons from the families whose lands have been acquired for the purpose of the said industrial Area/Estate.

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

(a) Notwithstanding anything hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under him of any of the covenants or condition hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquishes, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes, mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3 (j) or if the lessee fails to commence and complete the buildings and to put the same to use and to carry the manufacturing and production for least 90 days in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved of any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the Lessee or the person in whom the lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3 (r), 3 (s) & 3 (t) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and the moneys paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the Lessee hereunder with interest thereon at 12% per annum and the Lessee shall not 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 after paying up all dues, the premium and the lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three

For and on behalf of the Lessor
 Sd/-
 General Manager

For BIHAR TUBES PVT. LTD.

Sd/-
 Director.

Prosser

16/15/84



(2)

months of the date of expiration or sooner determination of the lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all material thereof shall vest in the Lessor and the 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 structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U. P. Financial Corporation or The Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial and Investment Corporation of U. P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including the State Bank of India) and the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issued or served by the Lessor on the said financing institution or institutions regarding the said breach or breaches.

(b) Any losses suffered by the Lessor on a fresh grant of the demised premises or breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor.

(c) All notices, consents, approvals to be given and notifications of any decision by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even though returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office or at the aforesaid plot of land or at the address mentioned in these presents demised or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U. P. State Industrial Development Corporation Ltd. The Lessor may also authorise any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Managing Director.

(e) That the Lessor and the Lessee hereby agree that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and/or maintenance charges or on any other account whatsoever shall be recoverable as arrears of land revenue.

(f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workman to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.

(g) That any relaxation of indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.

(h) The stamp and registration charges on this deed shall be borne by the Lessee.

5. Notwithstanding any other provisions hereinbefore contained to the contrary the Lessee shall put up the whole of the property demised under these presents for the industrial

Chief Manager

G. I. State Ind. Dev. Corp. Ltd.

G. I. State Ind. Dev. Corp. Ltd.

For BIHAR TUBES PVT. LTD.

Sandeep Kumar Gupta

Director.

1816-185



use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the use as aforesaid as to whether the whole of demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.

It is further expressly agreed by the Lessee that the lease in part or as a whole for default of the provisions of this clause shall be terminable by a three months notice to quit on behalf of Lessor.

(6) (a) That the Lessee is fully aware that the aforesaid plot had earlier been given by the Lessor to Shri Messrs..... through the lease deed dated..... duly registered at..... on..... but the lease has been determined and forfeited by the Lessor vide letter/notice No..... dated..... and as such has ceased absolutely.

(b) That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to civil action or other legal proceeding initiated by the prior Lessee that in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.

7. The Lessee who is a Govt. Co. Ltd. will mention in the period address of their correspondence letter invariably the name B. U. S. R. D. C. Small Area.
8. That Shri. Sanjay Kumar Gupta (Director) of Lessee Company will hold at least 5% share for the period of next five years from the date of permission & during this period he will not transfer or reduce his shares during the next five years from the date of permission.

[Signature]
Color Name
B. U. S. R. D. C. Small Area
G. N. 21/2/2010

For BIHAR TUBES PVT. LTD.
[Signature]
Director

Q. 1000
10/1/1964



(5)
IN WITNESS WHEREOF the parties hereto have set their hands the day and in the year first
above written.

For and on behalf of
U. P. State Industrial Development Corporation Ltd.

Signed by :

Laxmi Kumar
Chief Manager
U. P. State Industrial Development Corp. Ltd.
GHAZIABAD

(a) Witness :

(b) Witness :

For and on behalf of the Lessee

Signed by :

For BIHAR TUBES PVT. LTD.

Sudesh Kumar
Director

(a) Witness :

(b) Witness :

24/11/1964

श्री गुरुदेव
सर्व शक्ति विद्या

विद्या

296
श्री गुरुदेव 16 वीं वर्षाव
विद्या की मई ।

ॐ नमो भगवते वासुदेवाय
सर्व शक्तिदेव

