

U. P. State Industrial Development Corporation Limited

REGIONAL OFFICE

No. 14905 /SIDC/RM/IA-SRB PLOT No. 9-19 Dated 06.2.01

M/s. The Manager
Union Bank of India
212, Beah Bandha Gupta Road
Patan, Gurgaon, Haryana 122005

Dear Sir,

With reference to your sanction letter No. A.O.Y. 1644 dated 02/1/2001 and subsequent assurance letter No. A.O.Y. 700/1001 dated 27/1/2001 we are forwarding herewith the Original Lease Deed of Plot Number A-19 at Industrial Area Patan with permission to create equitable mortgage and to make use of the enclosed deed, for the purpose with following stipulation.

1. We reserve the right to call back the original lease deed, in the event of any urgency and in case there arises hereinafter any reservation, either on part of your Corporation/Bank or on the part of M/s. Patan Tubac (P) Ltd in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.

2. As and when the loan advanced by you is fully repaid the original lease deed of plot would be returned to us and till then it would not be transferred to anyone else without our prior consent in writing.

3. The acceptance of the original lease deed and utilisation of it for creation of mortgage by your Corporation/Bank would confirm that you have agreed to make the payment of a sum of Rs. towards balance premium of land alongwith interest falling due till date of remittance of the above amount to U.P. State Industrial Development Corporation Limited direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than. In case foregoing conditions and liabilities are not acceptable to your Corporation/Bank the original lease deed may kindly be returned to this Corporation immediately.

4. We may further reiterate that in the event of payment as assured in your above referred letter not being made by this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period.

We may further inform you that the above plot has been allotted to the lessee after its acquisition. The land was transferred to this Corporation through a proper conveyance deed by the Government free from encumbrances on the plot except the dues of this Corporation accrued on it.

Encl : As above.

Yours faithfully,

for U. P. State Industrial Development Corpn. Ltd.



[Signature]
Regional Manager

No...../SIDC/RM/Plot No.....of date.....

Copy forwarded for information and necessary action to :

- (i) *Unit*
By. General Manager U.P.S.I.D.C. Kanpur along with duplicate registered lease deed
(ii) *IT, Mr. P. K. Singh, Plot No. 84, P.W. No. A-1234*
Submitted for information

Regional Manager

3382/3383

5000Rs.



5000/- is attached
 for 90 years at a rental Rs. 4113-00
 for the first thirty years at Rs. 619-50
 for the next thirty years at Rs. 929-25
 for the next thirty years i.e. on a average
 annual rent of Rs. 652-92 with a premium
 of Rs. 467-99 regarding Plot No. A-19
 Situated at Industrial Area site No. 5/11/19/100

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

For BIBAR TUBES PVT. LTD.

Sushil Kumar
 Director

5000Rs



The Stamp Sheet of Rs 5000/- is attached
 for the first thirty years & at Rs. 619-50
 for the next thirty years & at Rs. 929-25
 for the next thirty years & at an average
 annual rate of Rs. 653-12 with a premium
 of Rs. 469-22/ regarding Plot No. 4119
 Situated at Industrial Area Site No. Sahandrala

LENGU

Chief Manager

GHAZIABAD

For BILAL TUBES PVT. LTD.

Sudesh Kumar

Director

वे. २९ दिनांक २५/१०/८६ र. ५००

स्थान नं. २०

संलग्नक नं. १

English Language

C. D. Mathur

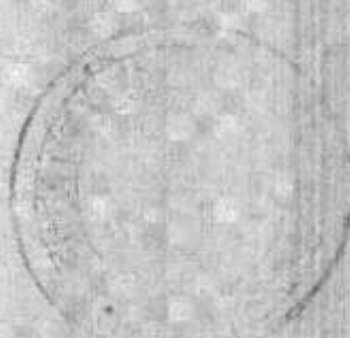
Dr.

गोपनीय नमूना

प्रस्तुत: भद्रताको के बिन्दु अंगुठा
विद्यमानुसार लिख गये हैं।

Dr. D. D. Mathur

No. 16/10/86



5000Rs.



Stamp sheet of Rs. 5000/- is attached.
 Lease deed between U.P. State Industrial Development Corporation Ltd. & M/s. *Bahadur Tula Pvt. Ltd.*
 for 90 years at a rental Rs. *413-00*
 for the first thirty years & at Rs. *619-50*
 for the next thirty years & at Rs. *929-25*
 for the next thirty years & on an average
 annual rent of Rs. *653-92* with a premium
 of Rs. *462-92* regarding Plot No. *A-19*
 Situated at Industrial Area site No. *2, 1002, 1003*

Witness

Witness

G. P. Sharma

Chief Manager

U.P. State Industrial Development Corporation Ltd.
 GHAZIABAD

For *Bahadur Tula Pvt. Ltd.*

Sudesh K. Gupta
 Director

नं० ३० दि० २५.९.८६ ए.एम.२
दि० १८ नं० १८

~~१८/९/८६~~ १८/९/८६

२०/९/८६
१६/१०/८६



5000Rs



Stamp No. of Rs. 5000/- is affixed.
 Lease for 90 years at a rental of Rs. 412.00
 for the first thirty years & at Rs. 619.50
 for the next thirty years & at Rs. 728.25
 for the next thirty years i.e. on an average
 annual rent of Rs. 653.92 with a premium
 of Rs. 467.28 regarding Plot No. A-12
 Situated at Industrial Area site No. 8, Gandhinagar

Witness

Witness

G. T. Anwar

Chief Manager

G.I. State Industrial Development Corp. Ltd.
 GHAZIABAD

For BILHAR TUBES PVT. LTD.

Sachin Kumar Gupta
 Director.

नं० ३१ दि० २५३४६ २५००

दि० १८ १९८०

२५३४६

२५३४६
१६/०९/८०

3000Rs.



Stamp of Rs. 3000/- is attached.
 To be used for the purpose of P State Industrial Dev.
 -ment Corporation Ltd. - Bharat Tubes Private Ltd.
 for 90 years at a rental of Rs. 112.50
 for the first thirty years at Rs. 61.95
 for the next thirty years at Rs. 72.95
 for the next thirty years at an average
 annual rent of Rs. 65.25 with a premium
 of Rs. 462.994/ regarding Plot No. 11/2
 Situated in Industrial Area site No. 11/2 and 11/3

Witness

Witness

G. P. Arora

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

FOR BHARAT TUBES PVT. LTD.
S. K. Gupta

Director

सं. 32 दि. 25.8.6 3002
स्वानं 20

~~विशेष कर~~

2000
16.11.65



3000Rs.



3000/-
 for 20 years at a rental of Rs. 619-50
 for the first thirty years at Rs. 928-25
 for the next thirty years at an average
 annual rent of Rs. 653-92 with a premium
 of Rs. 4,62,222/-. Plot No. 479
 Situated at Industrial Area Site No. 1, Kanchi Road

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

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

33

1917-18

258-4-3m

1917-18

2000

10/11/18



3000Rs



For deposit of Rs. 3000/-
 for 30 years at a total Rs. 412=00
 for the first thirty years at Rs. 619=50
 for the next thirty years at Rs. 929=25
 for the next thirty years at Rs. 653=92 with a premium
 of Rs. 4679=92/1000000, Plot No. 17
 Situated at Industrial Area site No. 17, Gandhinagar

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

For BIHAR TUBES PVT. LTD.
 Sudesh Kumar Gupta
 Director

नं० ३१ दिनांक २५.११.८८

मध्य नं० १४

पं० १४ गा. वि. पं. गा. वि. पं. गा. वि. पं.

१४/११/८८



3000Rs.



1. All Stamp duty of Rs. 3000/- is attached.
 2. The land is situated in the Industrial Development
 3. The land is situated in the Industrial Development
 4. for 40 years at a rental of Rs. 112-00
 5. for the first thirty years at Rs. 619-50
 6. for the next thirty years at Rs. 629-25
 7. for the next thirty years at an average
 8. annual rent of Rs. 653-92 with a premium
 9. of Rs. 667-97 regarding Plot No. A-119
 10. Situated at Industrial Area site No. 2, Chandrakant

Stamp

Stamp

Signature

Chief Manager
 G.D. State Industrial Development Corp. Ltd.
 GHAZIABAD

For BIHARTURES PVT. LTD.

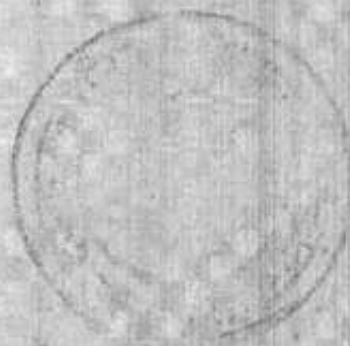
Signature
 Director.

नं० ३५ दिनांक २५ १०/८ २३०९

प्रमाण नं० १९० नं० १०११ दिनांक

१०/११/८६ नं० १०११ दिनांक

१०/११/८६
१५/१०/८६



3000Rs.



For stamp sheet of Rs. 3000/- is attention
 for the first thirty years i.e. P. 619-50
 for the next thirty years i.e. R. 929-25
 for the next thirty years i.e. average
 annual rent of Rs. 653-92 with a premium
 of Rs. 460-92 regarding Plot No. 4119
 situated at Industrial Area, Sec-2, Chandigarh

LEAD

LEAD

[Signature]

Chief Manager
 E.P. State Ind. Development Corp. Ltd.
 GHAZIABAD

For BIHAR TUBES PVT. LTD.

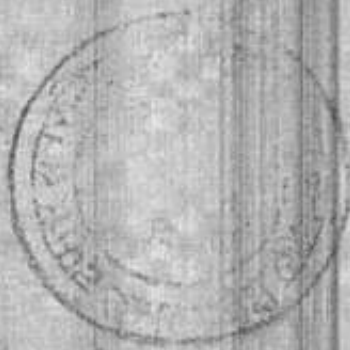
[Signature]
 Director.

नं० ...३६... दि० २५/११/८८ र ३०/१२

स्थान नं० १० ...

श्री ...

१०००००
१६/१०/८८



2000Rs.



A non-judicial stamp of Rs. 2000/- is attached
 for the purpose of the Bihar Tubes Industrial Development
 Bihar Tubes Ind. Ltd. a/c of Bihar Tubes Private Ltd.
 for 90 years at a rental of Rs. 418-00
 for the first thirty years at Rs. 619-50
 for the next thirty years at Rs. 929-25
 for the next thirty years at an average
 annual rate of Rs. 653-42 each a premium
 of Rs. 462.99 according to Plot No. 12-78
 situated at Industrial Area site No. Silchar road

WITNESSES

WITNESSES

[Signature]

Chief Manager

G.P. State Indus. & Development Corp. Ltd.
GHATIABAD

For BIHAR TUBES PVT. LTD.

[Signature]
Director

नं० ३७ दिनांक २५.३.६२ २०००

2017-2018

1871

2032

7656-186



2000Rs



Stamp value of Rs. 2000/- is attached
 for 90 years at a rate of Rs. 12.00
 for the first thirty years at Rs. 6.19=50
 for the next thirty years at Rs. 9.28=25
 for the next thirty years at an average
 annual rate of Rs. 6.53=00 with a premium
 of Rs. 462.97/- regarding Plot No. A-12
 situated at Industrial Area No. Subandrala

SENIOR

SENIOR

G. P. Singh

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

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

क्र. ७८ दिनांक २५ १-८-०६ नं. २०१२

स्वायं ७८

श्री ११११ श्री ११११

११११११
११११११



2000Rs.



This stamp is attached to the 3000/- is attached
 to the lease deed between P.P. State Industrial Develop-
 ment Corporation Ltd. & M/s. Bihar Tures Private Ltd.
 for 90 years at a rental of Rs. 3500/-
 for the first thirty years at Rs. 619.35/-
 for the next thirty years at Rs. 923.25/-
 for the next thirty years at an average
 annual rent of Rs. 653.17/- with a premium
 of Rs. 46,29.24/- regarding Plot No. A-19
 situated at Industrial Area No. 5, Chandrabad.

Witness

Witness

State Industrial Development Corporation Ltd.

CHAZIARAO

CHAZIARAO

For BIHAR TURES PVT. LTD.

Sudhakar Kumar
 Director

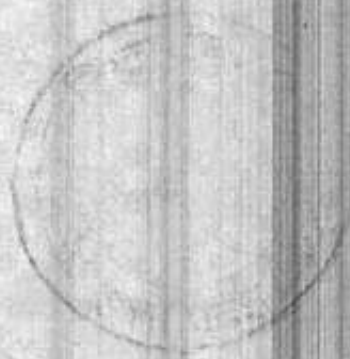
नं० ... २९ ... दि० २५/४ = २/१००

स्वायं नं० १४ ...

वि० १/१००

१/१००

१/१००



2000Rs



Stamp sheet of Rs. 2000/- is attached
 for the first thirty years at Rs. 112-00
 for the next thirty years at Rs. 619-50
 for the next thirty years at Rs. 909-25
 for the next thirty years at an average
 annual rate of Rs. 653-92 with a premium
 of Rs. 462-92 regarding Plot No. 15/19
 situated at Industrial Area site No. 2, Ward No. 12

WITNESSES

WITNESSES

G. P. Singh

Chief Manager

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

For BIHAR TUBES PVT. LTD.

Sunder Lal Gupta
 Director

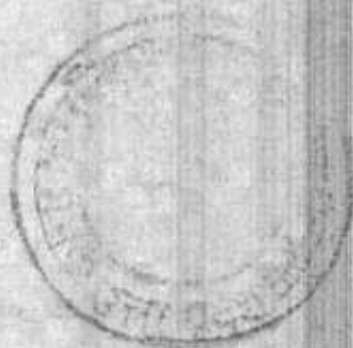
नं० ५० दिनांक २५/१२/६६ व २०००

स्थापित १७/१२/६६ में सम्मिलित दिनांक

संशोधित १७/१२/६६ में सम्मिलित दिनांक

१०००

१६/१०/९६



1000 Rs



(iii) Group Dues Rs. 1000/- is attached
 from 1st March 1954 to 31st March 1955
 for 50 years at a rate of Rs. 4.13 = 9p
 for the first thirty years at Rs. 6.19 = 50p
 for the next thirty years at Rs. 7.2 = 4p
 for the next thirty years at an average
 annual rate of Rs. 8.2 = 3p with a premium
 on Rs. 469.92 for the Plot No. A-19
 situated at Industrial Area No. 2, Sec. 2, Phase 2

Chief Manager
Sindh Cement Corporation Ltd,
CHAZIABAD

For BIRAN TUBES PVT. LTD.

Suchen Sie Computer

Director.

नं०... ५५... दि० २५४८६०/०००

स्थान प० ७३

प्राप्त... १५/१०/७६

७०६५५
१६-१०-७६



750Rs.



750/- is attached
 for the next thirty years at an average
 annual rent of Rs. 653.97 with a premium
 of Rs. 4672.97 regarding Plot No. A-19
 situated at Industrial Area Site No. 5, Allahabad

Behar Tubes Pvt. Ltd.
U. B. Singh

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Garganand

For BEHAR TUBES PVT. LTD.

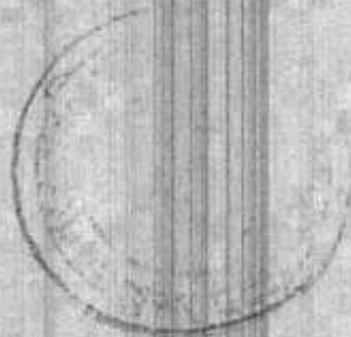
Sudesh K. Gupta
 Director

General Manager
 Allahabad

70... 42... 259-86... 757
12/15/88

12/15/88
12/15/88

12/15/88
12/15/88



10 Rs.



1000 Shares of Rs. 10/- is attached
 for the first thirty years at Rs. 6.19 = 50
 for the next thirty years at Rs. 9.29 = 25
 for the next thirty years at an average
 annual rate of Rs. 6.52 = 12.50 premium
 of Rs. 4679.94 regarding Plot No. A-19
 situated at Industrial Area near Salandra Road

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

For BINAR TURES PVT. LTD.
 Sudeep K. Gupta
 Director

to 43... 25 9-26 1/2
10/4 11/20

11/10 11/20 11/20 11/20

2000
10/11/00

STATE INDUSTRIAL CORPORATION LIMITED, GHAZIABAD

AT-INDUSTRIAL AREA

BILAPUR/AD DIST. BILASHAHAR

191243

ATTACHED TO - 2-181-6T

TOTAL AREA OF PLOT

16114 cc 20-00

AREA OF PILOT TO BE
HANDLED OVER IN RETI-

INVOLVED PARTIES:

Chief Manager

P. Sarsia Indent Co., Ltd.

6E/21 APR

51774

6415 K51-54

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

FOR PHASE TWO OF THE

Spencer the White

LARGE FAST ENGINES

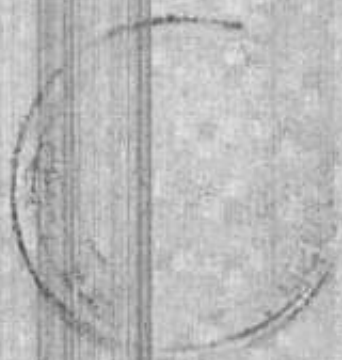
EXECUTIVE SUMMARY

20/10/86

सही नम्बर १ विल १४५२
जिस १३५३५ नम्बर
पर जोड़ दि २२-१०-८६

236
ले पुठ १३३/८६ में नम्बर ३३८२५
नम्बरी हो गई ।

20/10/86
सब रजिस्ट्रार



LEASE-DEED

Industrial Area..... Bilawal

Plot No..... A-19

THIS LEASE DEED made on the 6th day of October the year one thousand nine hundred and 1968 corresponding to Saka Samvat 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 417/130, 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 BHAR TURES PVT. LTD.
Sudesh Kumar Gupta
Director

Boys
10/11/86

(2)

6. Shri.....aged.....years
s/o.....
7. Shri.....aged.....years
s/o.....

Constituting the registered partnership firm of.....
through Sri.....aged.....years
s/o.....
duly constituted attorney under the deed dated.....

OR

Mr. Bihari Tulsi Private Ltd.
a company within the meaning of the Companies Act, 1956 and having its registered office
at *2770 Gopal Park, Mahabharat Nagar, Gazi, Delhi-6*
through its Managing Director/Secretary duly constituted attorney *Sri. Suresh Kumar Gupta*
42 s/o *Shri. Ramesh Chandra Gupta*
2770 Gopal Park, Mahabharat Nagar, Gazi, 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 *an industrial unit for manufacturing*
of pipes only 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. *42,000/-* (Rs. *Forty two thousand only*) of
the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional
premium of Rs. *41,912/-* (Rs. *Forty one thousand nine hundred and twelve only*)
to be paid in eight/ten yearly instalments as follows alongwith interest @ *12* % per annum on
the total outstanding premium.

CHARTERED
CHAZIABAD

S. B. B. PVT. LTD.
Sudesh K. Gupta
Director

2000
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(3)

1. Rs. 52399.00	on the 15	day of April	19.82
2. Rs. 52399.00	on the 15	day of April	19.84
3. Rs. 52399.00	on the 15	day of April	19.90
4. Rs. 52399.00	on the 15	day of April	19.91
5. Rs. 52399.00	on the 15	day of April	19.92
6. Rs. 52399.00	on the 15	day of April	19.93
7. Rs. 52399.00	on the 15	day of April	19.94
8. Rs. 52399.00	on the 15	day of April	19.95
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 overdrafts, a rebate will be admissible @ 2% 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 such payment to be made on the 1st January day of 19.87.

(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 16.12.73/CMG/AMH/Vol. IV A-19/2413 dt. 31.1.86.

(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 Sakinaka and District BSR.

containing by admeasurement 1674.00 Sqm. or thereabouts, and bounded as 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. 8

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 the 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 19.87 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 K. Gupta
Director.

2005
15/11/05



(c) Yielding and paying therefor unto the Lessor on the 1st day of April in each year or 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 31st day of March 1986 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 till 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
B.P. State Industrial Development Corp. Ltd.
GHAZIABAD

For BIHAR TILLS LTD. DTH
Sudesh K. Gupta
Director

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(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 mill. 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 30 months and will completely finish the same fit for use and start the manufacturing and production within the period of 12 months from the date of these presents or within such extended period of time as may be allowed by the Lessor in 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 specified 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
S.P. State Industrial Enterprises Corp. Ltd.
GHAZIABAD

For BILDA TUBES PVT. LTD.

Suresh Verma
Director

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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 Pradeshya 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 principal 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 as 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 hereby 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.

(J) 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.

(m) 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

State Industrial Development Corporation Ltd.

GAZIMBAD

For BILHAR TUBES PVT. LTD.

Sandeep K. Gupta
Director

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(a) That the Lessee will not exercise his option of determining 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.

(b) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portion of the demised premises within Sixty Eight (68) feet of boundaries on all sides thereof as marked in the attached plan.

(c) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacturing and production heretofore mentioned within Sixty (60) calendar months from the date of possession of the said land is handed over to him and in any case within one (1) calendar month from the date of the 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.

(d) 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 workman 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.

(e) 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 of 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

D.P. State Industrial Development Corp. Ltd.

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For BIHAR TUBES PVT. LTD.

Sunderb K. Gupta

Director.

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Notwithstanding to whom hereinafter conveyed 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 hereinafter contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the lessor transfers, relinquishes, parts with or assigns any part of the devised premises less than the whole of the devised premises without the previous consent in writing of the lessor as hereinafter provided subject to exceptions in clause (1) 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 hereinafter provided or if the amounts due to the lessor as rent hereby reserved of any part of the principal 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 of the period in which the same hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinafter specified, it shall be lawful for the lessor subject to the provisions of clause 3(r), 3(s), 33(t) (without prejudice to any other right of action of the lessor in respect of any breach of this deed), to re-enter without delay recourse to a court of law, upon the devised premises or any part thereof in the name of the whole and thereupon this deed shall absolutely cease and determine and amount equal to 20% of the total premium together with commission, interest due till date, lease rent due and other sum, if any, shall stand forfeited to the lessor without prejudice to rights of the lessor to recover from the lessee all moneys that may be payable 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 fittings thereof, from the devised 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 duties and other dues accruing to the lessor and to remove all such materials from the devised premises within three months of the date of expiration of sooner determination of the lease as he may have himself put up and in case of failure on the lessor's part to do so, the building and erections standing on the devised premises and all fittings 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 devised premises.

[Signature]

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

For BIHAR TUBES PVT. LTD.
[Signature]
Director.

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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 determined 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 Pradeshya 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.

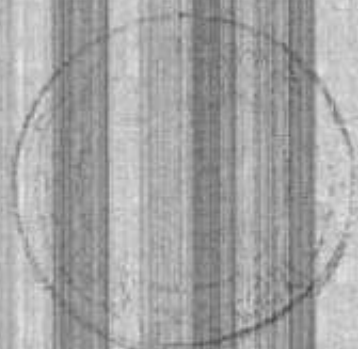
(e) That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for the purpose of the said industrial Area/Estate.

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 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

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

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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. 11/11

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 Prudential 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 premises 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 Industrial Development Corporation Ltd.

G.I. 2, Lucknow

For BIHAR TUBES PVT. LTD.

Sudesh Kumar Gupta
Director.

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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 then, 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 in its V.O. or Ltd. will mention in the postal address of their correspondence letter invariably the name of B.H.S.F.D.C. Indl. Area.
- 8- That Shri. Suresh Kumar Gupta (Director) of Urice Company will hold at least 51% shares for the period of next five years from the date of permission & during this period he will not transfer or reduced his shares during the next five years from the date of permission.

[Signature]
Sd/-
Sd/-
Sd/-

For BIHAR TUBES PVT. LTD.
[Signature]
Director

2000
11/11/02



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 :

Govind
Chief Manager

U. P. State Industrial Development Corpn. Ltd.
GHAZIABAD

(a) Witness :

(b) Witness :

For and on behalf of the Lessee

Signed by :

For BIHAR TUBES PVT. LTD.

Sudesh K. Gupta
Director

(a) Witness :

Signature of Mr. S. K. Singh

(b) Witness :

23/10/60

को प्रमुख
महोदय
श्री १०८ विद्यापीठ

23/10/60
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