

ORIGINAL

LEASE-DEED

Industrial Area Haridwar (file No. 2)

Plot No. E-60

THIS LEASE DEED made on the 8th day of August
in the year one thousand nine hundred and eighty-three
corresponding to Shaka Samvat 1905

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 Satish Kumar Arora S/o Sri Des Raj Arora
r/o Lahori Bazar, Kanthal, Haridwar

proprietor of the single owner firm of Karta of Joint Hindu Family firm of M/s. G. S. G. S. G. S.
Engineering Enterprises

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.....

Regional Manager

(2)

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

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

Constituting the registered partnership firm of.....
through Shri.....aged.....years

s/o.....r/o.....
duly constituted attorney under the deed dated.....

OR

.....
a company within the meaning of the Companies Act, 1956 and having its registered office at

.....
through its Managing Director/Secretary/duly constituted attorney Shri.....

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

OR

~~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 Hardwar (Sikr No. 2) under the Land Acquisition Act of 1894 and has handed over the same to the 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 I 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 Hardwar an industrial unit for manufacturing

Machining & Fabrication Work 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. 2980 = 01 (Rs. Two thousand nine hundred eighty-eight & paise one only) the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. 10,860 = 99 (Rs. Ten thousand eight hundred sixty & paise ninety nine only) to be paid in eight/ten yearly instalments as follows alongwith interest @ 15% per annum on the total outstanding premium.

Regional Manager

PROP

(3)

1. Rs. 1550 = 10 on the 1st day of April 1981 Paid
2. Rs. 1550 = 00 on the 1st day of April 1982
3. Rs. 1550 = 00 on the 1st day of April 1983
4. Rs. 1550 = 00 on the 1st day of April 1984
5. Rs. 1550 = 00 on the 1st day of April 1985
6. Rs. 1550 = 00 on the 1st day of April 1986
7. Rs. 1550 = 00 on the 1st day of April 1987
8. Rs. 1550 = 00 on the 1st day of April 1988
9. Rs. on the day of 1989
10. Rs. on the day of 1990

Provided that if the Lessee pays the instalments and the interest on the due dates and there are no overdues then a rebate will be admissible @ 3% per annum in the interest.

NOTE:—1. The interest shall be payable half yearly on the 30th day of June and 31st day of December each year, the first of such payment to be made on the 32nd day of June 1979.

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 13237/RMG/Alot dated 9-1-79.
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 directions/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 E-60 stipulated within the Industrial Area at Hardwar (File No. 2) containing by admeasurement 1259 Sq. Ladd. be the same a little more or less and bounded.

on the North by Plot No. E-59
on the South by Garden
on the East by 20' wide Road No. 2
on the West by Plot No. E-51

and which said plot of land is more clearly delineate 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 01st day of August 1983 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.

Regional Manager

PROP

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

(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. 225/- per acre per year during the next thirty years after the expiry of the first sixty years the rent up to the 31st day of March 1983 having 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 1.5 %.

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.

(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 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.

(c) 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

Signature
Regional Manager

Signature
PROP

(10)

(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 proceedings 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.

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

Signed by :

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

(a) Witness :

(b) Witness :

Signed by :

For and on behalf of the Lessee

(a) Witness :

Jagat Singh
UPSIDCGZB

(b) Witness :

Jai Bhogwan
UPSIDCGZB

For Plots
During the terms of Licence.
Eastern/SIDC-IALD/Sept. 80/3000



This Stamp Sheet of Rs 750 = 00 is attached
to the lease deed between U.P. State Industrial Develop-
ment Corporation Ltd. and Satish Kumar Arora
for 90 years at a rental Rs. 25 = 01.....
for the first thirty years & at Rs. 39 = 01.....
for the next thirty years & at Rs. 59 = 51.....
for the next thirty years i.e. on an average
annual rent of Rs. 41 = 17..... with a premium
of Rs. 13,849 = 00 regarding Plot No. F-60
situated at Industrial Area site No. 2, Hardwar

Stamp

Stamp

U.P. State Industrial Development Corporation Ltd.

Regional Manager

GO-GOAL ENGINEERING ENTERPRISES

PROP



A this Stamp Sheet of Rs 750 = 00 is attached
to the & as per the U.P. State Industrial Development
Corporation Ltd. (S.I.D.C.) Act, 1946, the following terms are
for 90 years at a rental Rs. 26.2.81
for the first thirty years at Rs. 3.7.2.81
for the next thirty years at Rs. 5.0.2.5.1
for the next thirty years i.e. on an average
annual rent of Rs. 4.1.2.12 with a premium
of Rs. 3,049.2.52 regarding Plot No. E-60
situated at Industrial Area site No. 2, Hazratganj

Lessor

Lessee

U.P. State Industrial Development Corporation Ltd.

Regional Manager

Name of the

५०

[illegible]

19. 2

10.10.83

Real

Sehr

Bur





This Stamp Sheet of Rs 20/- is attached
 to the lease deed between U.P. State Industrial Develop-
 -ment Corporation Ltd. & ~~M/s~~ *Satish Kumar Arora*
 for 90 years at a rental Rs. 26.00/-
 for the first thirty years & at Rs 39.00/-
 for the next thirty years & at Rs. 50.00/-
 for the next thirty years i.e. on an average
 annual rent of Rs. 41.00/- with a premium
 of Rs 13,84,900. regarding Plot No. *E-60*
 Situated at Industrial Area site No. *2, Haryana*

Lessor.

Lessee

for U.P. State Industrial Development Corporation Ltd.

GO-GOAL ENGINEERING ENTERPRISES

Regional Manager

PROP



This Stamp Sheet of Rs 3/- is attached
to the lease deed between U.P. State Industrial Develop-
ment Corporation Ltd. & Satish Kumar Arora
for 90 years at a rental Rs. 26.20/-
for the first thirty years & at Rs. 39.01/-
for the next thirty years & at Rs. 50.51/-
for the next thirty years i.e. on an average
annual rent of Rs. 41.27/- with a premium
of Rs. 13,049.00/- regarding Plot No. E-60
situated at Industrial Area site No. 2, Hardwar

Lessor.

for U.P. State Industrial Development Corporation Ltd.

G. N. Pandey
Regional Manager.

GO-GOAL ENGINEERING ENTERPRISES
G. N. Pandey
PROP

संजीवनी



$$\frac{131}{132} \times \frac{1}{100} = \frac{131}{13200} \approx 0.0099$$

Name of the borrower: M/s Gogol Enterprises

SITE PLAN OF PLOT NO. E/60 AT INDUSTRIAL
AREA SITE NO. 2 (VILL. KANKHAL) AT HARDWAR

SCALE: - 1" = 50 FT.

ALLOTTEE SMTI SNEH LATA (PROP. MUKESH ENGG. WORKS)

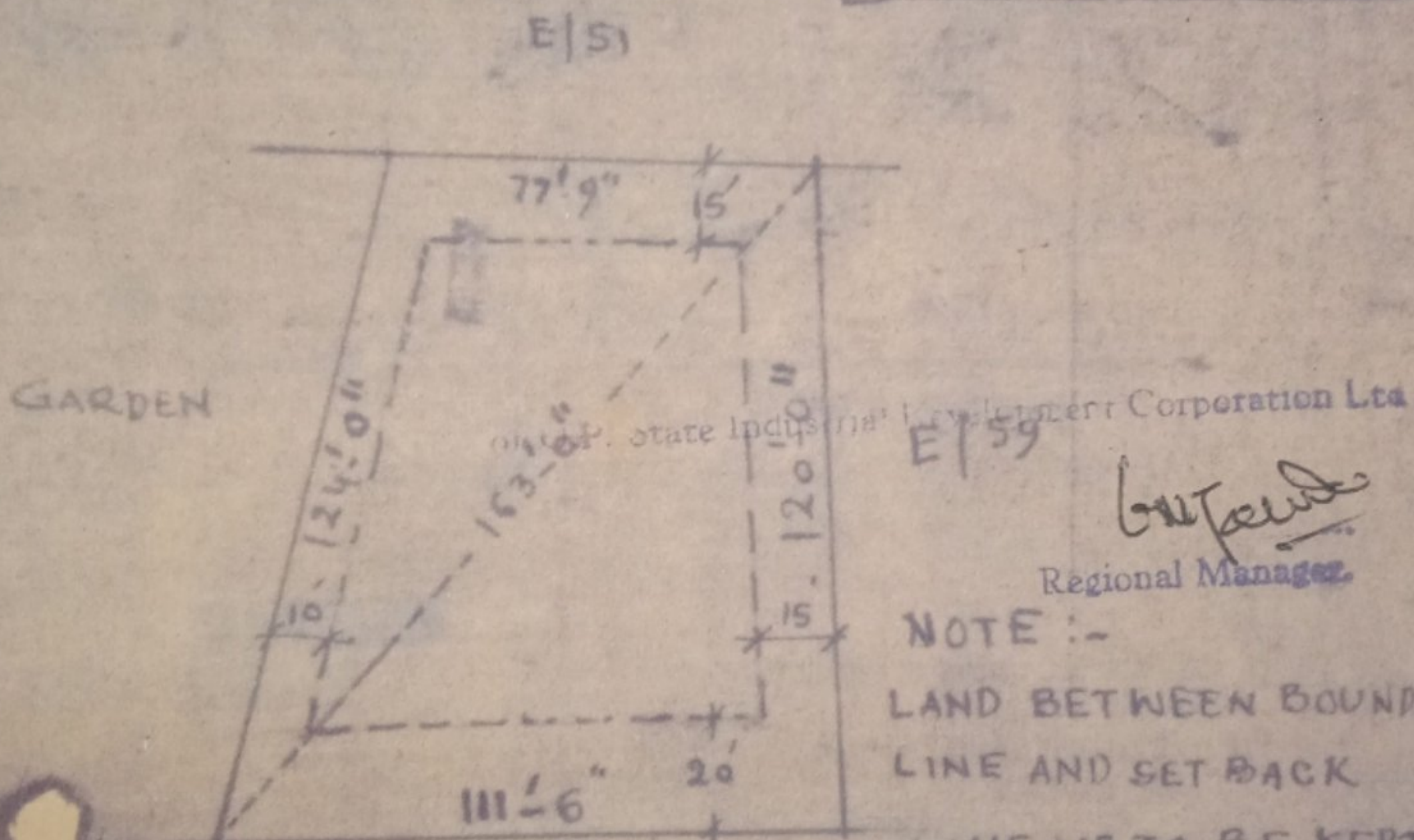
V.H.O.L. No. 4613

S → N

DATED 24-6-76.

INDEX:-

TOTAL AREA OF PLOT
= 1259.00 S.Y. 48
AREA OF PLOT TO BE
HANDLED OVER SHOWN
IN RED. 1259.00 S.Y. 48.



U.P.S.I.C. LTD. GZB.

E/59

Regional Manager.

NOTE:-

LAND BETWEEN BOUNDARY
LINE AND SET BACK

LINE IS TO BE KEPT
OPEN

GOGOL ENGINEERING ENTERPRISES

80' WIDE ROAD NO. 2

DRAWN BY

CHECKED BY L. AC. ASSIST. ENGR. EXECUT. ENGINEER
U.P.S.I.C. LTD. GZB.

१५
१९१०



बही नं० १ जिल्द.....५१५.....के पृष्ठ.....३६१.....
.....३२५६..... नं० २२१७ अफ सुनं-
एडी बुक सं० १ जिल्द.....५३५.....के पृष्ठ.....३५६.....

१८ व नं० ११११ पर आज तिथि.....१३-१०-८३.....ई० एडिस्ट्री की थी।

११ मा. सु. १३ लद ५३३ अल १३१ पल परमाई ५
१३२

Ram
[Signature]
[Stamp]