Checklist for scrutiny of TIR by the branches/ operating units

The officials scrutinising the TIR need to verify and examine each and every columns/ paragraphs in the TIR and the certificate. This checklist is not in substitution but in addition to such a scrutiny.

1. Name of the borrower : M/s. BST Textiles Pvt. Ltd.

2. Name of the Advocate submitted the TIR: Amit Mendiratta

3. Date of TIR: 14.08.2020

Short description of the property covered by TIR:

At Khasra no. 210, Plot No. 9, Sector - 9, I I E, SIDCUL, Pantnagar, Rudrapur

S.N	Details	Yes / No
1	Whether the Advocate submitted the TIR is in Bank's panel of lawyers identified for submission of TIR?	Yes
2	Whether the report and certificate submitted by the advocate are in the Bank's prescribed format?	Yes
3	Whether the TIR by the advocate is unconditional?	Yes
4	If the TIR has any conditions, whether the same are complied with?	No
5	As per the TIR, whether the documents of title are complete in all respects and sufficient to convey a clear, absolute and marketable title to the property	Yes
6	As per the TIR, whether the property offered as security to the Bank is unencumbered/ unattached?	Yes
7	As per the TIR, whether the persons seeking to secure the property to the Bank have a clear and marketable title thereto and are legally capable of creating the charge thereon in favour of the Bank?	
8	As per the TIR, whether the property is subject to any tenancy law which will affect the Bank's rights eventually to take possession thereof or cause it to be sold or otherwise exercise its rights as mortgagee?	No
9	As per the TIR, whether the property offered is an agricultural property and if so additional precautions in respect of the acceptability of such security has been examined?	No
10	Whether the advocate has made searches of the registers and other records maintained by the Sub-Registrar of Assurances, Collector and/or other revenue authorities for ascertaining whether there is any outstanding mortgage or charge on the property to be mortgaged to the Bank?	
11	Whether the advocate has confirmed that he has conducted independent Search in the Records of Sub- Registrar	Yes

	Office(s) concerned and that the documents, convey Clear, Absolute and Marketable Title and are sufficient for creation of a valid Mortgage?	
12	Whether the TIR reveals involvement of any gift deed, PoA, or other circumstances attracting special precautions?	No
13	Whether the advocate has also submitted the fee receipt for conducting Search in the Office of Sub-Registrar(s) along with the TIR?	
14	Whether the property particulars mentioned in the Title Deed (Sale Deed/ Khatauni) tally with those in the Non Encumbrance Certificate, approved Building Plan and TIR, etc.?	Yes
15	Whether all the Original Documents and other Link Documents as stipulated by the advocate in the TIR are obtained?	Yes
16	In respect of loans of Rs.1.00 crore and above: (a) Whether search of title/encumbrance was made by the advocate for a period of not less than 30 years? (b) Whether satisfactory search report (TIR) is obtained from two panel advocates?	Delication of the second
17	Whether the TIR or any other documents in the matter reveal any pending or concluded litigation in respect of the property offered as security and whether the impact of such litigation has been satisfactorily explained/ got examined?	
	(a) Findings, if any in respect of the property offered as the security in the valuation report?(b) Whether there is any inconsistency in the TIR and valuation report in respect of the property?	

	CSO	RM(ME)
Signature	Klida.	Ship kulu
Name	Kedar Pujari	Shrabani Nayak
Designation	cso	Relationship Manager (ME)
Branch	CBVP, Vile Parle, Mumbai	CBVP, Vile Parle, Mumbai
Date of Scrutiny	20.08.2020	20.08.2020

क्रम संख्या

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2 प्रतिलिपि करण शुल्क		0.00			
3 इलैक्ट्रानिक शुस्क		0.00		Application No	3,145
4 निरीक्षण या तलाश शुल्क		30.00			
5 मुख्तारनामा के अभिप्रणालोकरण के	लिए शुल्क	0.00			
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पत्यमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UK79473293741690S

06-Aug-2020 02:05 PM

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SUBIN-UKUKT23350461913536419628S

Amit Mahendiratta Advocate

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Amit Mahendiratta Advocate

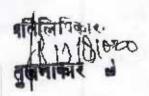
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Statutory Alert.

The earthenicity of the Starte Certificate execute be verified of "www.shokersemp.com". Any discrepancy in the details on this Confidence and as available on the voltage renders it mused.
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the case may be), of the case may be), of the case may be), of

HEREAS:

The State of Uttaranchal has conveyed title, rights and interest in the land admeasuring 33.39
2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Exercit. Uttaranchal to the Lessor, vide G.O. No. 1023 /5-127 issued on 36-12-2004, including
200 4 Halls of Khasra Nos. specified in the said G. O., for the purpose of setting up an integrated industrial
Estate/Industrial Area and the Lessor has subdivided the above land into plots and intends to grant leasehold
a gin in such Subdivided plots for the purpose of erecting on each plot a factory/Unit, according to the
Rules and Byelaws under the Factories Act, 1948 and building plans, as approved by the Corporation.
Municipality or other competent authorities, as may be applicable.
The amount of premium mentioned in Clause 1 hereinafter is provisional and the Lessee shall pay
the additional premiums as hereinafter provided in Clause 2.2 (a) and Clause 2.2 (b), as and when determined
by the Lessor.
C. The Lessor has agreed to grant of lease and the Lessoc bas agreed to take on lesso a plot of land
admeasuring 2974/07 m., bearing Plot No. 9 Sector 9 Industrial Area
f.f. E. Pant nagar Us. Nagar District, Unaranchal. The details
of the said plot are described in Schodule A annexed hereto, subject to the terms and conditions hereinafter
manufacturing Co Hon Yarn and
allied/ancillary activities, incidental thereto, ("the Unit"), as per the design and building plan, approved by
the Corporation/ Municipal or other concerned local authority, within the Industrial Area.
1.1.E. Partnagar U.S. Nagar District, Uttaranchal
NOW THIS LEASE DEED WINTESSETH AS FOLLOWS:
1. LEASE:
Subject to the provisions of this Deed, the Lessor hereby grants lease of the plot of land admensuring
25 7 41 69.10. bearing Plot No. 9 secret ("the Demised Land") Industrial Area.
I.I.E Pantragar, U.S. Nagor Unaranchal to the Lessee and the Lessee
hereby accepts the lease for the Demised Land for a period of Ninety (90) years ("Term") from
the date hereof, except and always reserving to the Lessor the right to:
(a) (b) Within the period of Twenty Four (24) months from the date of letter of allosment of the
BST TEXTILE MILLS PVT LTD
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Demised Landile, 23-12-200 ("Stipulated Period")' the Lessee shall built and enter construction, execute works and complete installation of plant and machinery and mence production in its Unit.

- However, in case the Lessee in unable to commence production in its Unit, within the Stipulated Period for reasons attributable to the Lessor or any State/Central Governmental authority er any local authority/body having jurisdiction, on an application from the Lessee with supporting document, the Lessor shall extend the Stipulated Period, by such period (s).
- In addition, in case the Lessee in unable to commence production in its Unit, within the Supulated Period, for reasons not covered under the preceding sub-clause, on an application from the Lessee, the Lessor shall consider such application, on merits and may grant such extension(s). as it may deem appropriate, subject to payment of Extension Fee, as may be specified by the Lessor. In case, the Lessor grants extension, the Stipulated Period shall stand extended and thereupon the obligation hereunder of the Lessee to complete the building shall be taken to such extended period.

In case, the Lessor is inclined to reject the application for extension, the same shall be communicated to the Lessee, by a reasoned Order, Passed by the person, having authority, on behalf of the Lesson

- (iv) In case the Lessor, takes a decision not to grant extension as envisaged in Clause 1.1 (a) (iii) above and determines this Deed, the Lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and proporties, if any, deposited by them, or their agents, in the Demised Land, after paying all dues; rent and all municipal and other taxes, rates and assessment dues, and any other dues, occurring to the Lessor as on the date of such termination of Lease and to remove the materials from the Demised Land within sixty (60) days of the date of termination of 1 Deed.
- Notwithstanding any such default of the stipulation contained in Clause 1.1 (a) (i) above and in case the Lessor proposes to determine the Lease as envisaged in Clause 1.1 (a) (iv) above. the Lessor shall be given 60 days written notice to the Lessoe, indicating its decision to determine the Lease and terminate the Lease Dood.
- In case, any mineral is found in the Demised Land and the Lessor requires any part of the Demised Land, for the purpose of mining such mineral, the Lessee shall be entitled to compensation for such portion of the Demised Land or in case, if the Lessee, is unable to conduct its business, at its sole For SIDCUI

BOOKS . S. WALLES

ARRADRIGED SIGNATOR

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discretion, without the portion of the Demised Land required by the Lesson, the Lesson that he entitled to lease of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Leas, in an industrial area developed by the Lessor, suitable for the needs and requirement of the Lessee. Also, in case the Lessor requires the entire Demised Land for the purpose of mining minerals, the Lessee shall be entitled to lease of land for an alternate plot of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lesson, suitable for the needs and requirements of the Lessee. In addition the Lessee shall be entitled to compensation, including towards cost of relocation.

PAYMENTS AND TERMS OF PAYMENT: 2.

The Lessee hereby agrees to pay an amount of Rs. 700 /2 per square meter. 2.1. amounting to Rs. 208 18 700/= (Rupees Trio Cross Eight lass Eighteen Thousand Reven Hundred Only), for the Demised Land as provisional land premium. In addition, to the above, the Lessee hereby agrees to pay Locational Charges. If applicable, @ 5% of the provisional land premium (for plots situated on roads with width of 45 metres and above) and an additional 5% of the provisional land premium, towards plot having two or more side road.

Out the provisional land premium, the Lessee has hereby paid, a part thereof, amounting to 79. Rs. 10009350 /= (Rupces One Cror Four lass Nine Thousand Three Hundred Fifty Only); the receipt whereof the Lessor hereby accepts and acknowledges. The balance amount of the provisional land premium of Rs. 104-093 50/2 (Rupees Our Crox Four lace Nine Thousand Three Hundred hoff (mly) for the Demised Land is to be paid in 4 half yearly installment, along with interest @ 12 % per annum on the total outstanding provisional land premium for the Demised Land as on the date of payment of installment, from time to time as fullows:

(a) Rs 2602337 · 50 on the 67-67- 2006 101 Rs 2602 337 .50 on the 01-01- 2007 151 Rs 2602337.50 on the 01-07 2007 1d) Rs 2602337.50 on the 01-07 2018

Provided that if the Lessee pays the installments and the interest on the due dates and there are no over dues on any account the Lessor will grant to the Lessee, a rebate @ 3% per annum on the interest.

For SIDCUL

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NOTE:

- (2) Liability for payment of the provisional land premium in installments including the interest referred to above, shall be deemed to have accrued from the date of issue of letter of allotment for the Demised Land;
- (3) The payments made by the lessee will be first adjusted towards the interest due, if any, and thereafter towards the Maintenance Charges, if any, and the balance, if any, shall be appropriated towards the provisional land premium and thereafter towards the annual lease rent not with standing any request by the Lessee in this regard;
- 2.3. In addition, to the provisional land premium, during the Term of the Lease envisaged herein, the Lessee shall pay an annual root ("Rent") of Rs. 148 705 /2.

 (Rupees One lac fork Bight Thousand Seven Hundred 4 five Only) payable in advance or before the 30th day of April [every year for that financial year, from the date of issued of letter of allotment for the Demised Land; the Lessee has paid an amount of Rs. 90334 |> (Rupees fork Thousand Three Hundred Three Hundred Tonly), towards the Rent payable, for the current year computed pro rate, ending the 31th day of March [2006]. if applicable, which amount the Lessee hereby accepts and acknowledges. In case, the Rent is not paid in advance by the Lessee, on or before the 30th day of April [for the current year, the same shall carry interest @ 12% from the 30th day of April, till such Tent is received by the Lessor.
 - The provisional premium mentioned in Clause 2.1 above, includes the average land cost component tested on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the Demised Land forms part of, and the estimated costs for laying for roads, parks and other public utility services, but should the final cost of acquisition of the whole of the said land or any part thereof goes up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessor shall request the flessee to make such proportionate additional premium amount and the Lessee shall upon receipt of intimation from the Lessor, which demand shall not be delayed beyond a period of three years from the date, the final cost of acquisition is determined, pay within sixty (60) days to the Lessor, the additional premium representing the

For SIDCUL

Regional Manager

T. E. Palifiagai

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AUTHORISED SIGNATURE

interence in the land cost component finally determined as aforesaid and the land cost component of the provisional premium mentioned in Clause 2.1 above.

MAINTENANCE FEE:

That the Lessor is entitled to demand and receive from the Lessee, annual recurring charge/fee. from the date hereof, or from the date issued of letter of allutment date 23-12-2-00 5 of the Demised Land to the Lessee, Whichever is letter, for providing services to the Demised Land, including supply of water, maintaining roads, oulverts, drains, storm water drains, sewcrage, parks. and other common facilities and services indicating but not limited to waste water collection system. & CETP ("Maintenance Service"). The charge/fee for providing Maintenance Service will be based on the actual total costs and expenses, to be incurred by the Lesson, in order to provide the same to the Industrial Area and the Lessec is required to pay charges, proportionate to the size of the Domised Land ("Maintenance Charges"). The Lossor will intimate in advance, the Maintenance Charges, payable for the calendar year on or before January 31, of every year and the same shall be paid by the Lessee, on or before June 30 of every such year. In case of default in payment of Maintenance Charges, the Lessee is liable to pay interest @ 12% p.a. from July 1. of every/such year till receipt of payment by the Lessor. In ease, Maintenance Charges are not paid by the Lessee, for a Calendar year on of before December 31, of such years, at the discretion of the Lessor, such amount in default, can be recovered from the Lessee, as arrears of landrevenue.

- In case, majority of the lessees in the said Industrial Area for an Association/Society and on receipt of an application received from such Association/Society, seeking permission to provide Maintenance Services in the Industrial Area, the Lesson, in its sole discretion, subject to conditions as it may deem appropriate, may transfer to such Association/Society, the right and obligation to provide Maintenance Services in the Industrial Area.
- in case, the right and obligation to provide Maintenance Service in the Industrial Area is transferred to the Association/Society, the Maintenance Charges remitted to the Lessor by the lessees in the Industrial Area, will be transferred to the Association/Society, by the Lessor.
- Lesser to order to enable a hassle free green and clean environs, endeavors to develop special projects taster provide sector participation (PSP) model. To make such projects viable it shall follow Use pay or Politice Pay the Principle wherein all mits in HE-Haridwar/Pantaagar leived Tariff assert on Volunte & Toxicity of effluent or sewage discharge by industrial units. Such Tariff schedule shall be notified by SIDCUL post award of such special project and shall be binking upon all units.

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BST TEXTILE WILLS PUT LTD

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RIGHTS AND OBLIGATIONS OF LESSEE:

The the Lessee will bear, pay and discharge, from time to time and at all times during the Term of the Lease granted berein, all rates, taxes, charges, claims and outgoing chargeable against the Lessor, in respect of the Demised Land and assessment of every description which during the said Terms which may be assessed, charted or imposed upon either on the Lesser or the Lessee in respect of the Demised Land or building to be erected thereupon, by the Lessee.

That whenever Municipal Corporation/Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of the Lesson, the Lesson will be liable to pay and discharge all rates, charges, claims and outgoings, chargeable, imposed or assessed of every description, which may be charged, assessed or insposed upon them by the said Local Body, in respect of the Demised Land and the Lessee will abide by the roles and directives of such Local Body.

- That the Lessee will neither make any excavation upon any part of the Demised Land necremove any stone, sand gravel, clay, earth or any other materials(s) therefrom, except so fer as may be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized and for leveling and dressing the Demised land, covered by this Deed.
- The Lessee shall not at any time without the previous consent in writing of the Lessor, use the 2 1 Demised Land or the buildings thereon or permit the same to be used for any purpose other than that of selting up the Unit and other activities ancillary and incidental thereto.
- That the Lessee will keep the Demised Land and the buildings to be erected thereon at all times, in 35 a state of good, substantial and sanitary condition.
- That the Lessee shall observe all rules and regulations regarding maintaining health and safety, as 2 % prescribed by the concerned authority and will not carry on or permit to be carried on the Demised Land any obnoxious trade or business whatsoever or use the same or permit the use of same for any religious purpose or any purpose other than for the purpose mentioned hereinbefore without the previous consent in writing, of the Lessor and the menticipal or other local authority, as the case may be, subject to such terms and conditions as the Lesson'such Municipal or other local authority and the Ultraranchal State Effluents Board/ Uttaranchal Water (Prevention and Control of Pollunon) Board or any other authority may impose, from time to time. Further the Lessee will not do or suffer to be done, on the Demised Land or any part thereof, any act or thing which may be or

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and a local authority or occupiers of other plots in the neighborhood.

The Lessee, shall at its own expense plant trees on the periphery of the Demised Land (one tree are 100 square metres and one tree at a distance of 15 meters on the frontage of Demised land, issuing the road or part thereof) and shall maintain the trees so planted in good condition throughout the Term, hereby created under these presents.

That the Lessee shall keep the Lessor indomnified against any and all claims for damage which may be caused to any adjoining building or other premises, by building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal or local authority, in respect of the said works or of anything done under the authority of the Lessee.

That the Lessee shall establish at its own cost an appropriate and efficient primary effluent treatment system / plant and shall ensure that it is ready and functional as per the norms and specifications, leid down or stipulated by the State Pollution Control Board or any other authority established by laws for the time being in force, before production in commenced in the Unit proposed to be set up on the Demised Land, covered by these presents. All effluents generated from the lessee's Primary effluent treatment plant shall necessarily be discharged in to the Waste Water Collection System set up be a private operator and treated at the CETP. No Lessee can use any other plant or process, whateover, for secondary and/ or tertiary treatment of the effluents.

That the Lessee at its own cost shall erect buildings, on the Demised Land in accordance with the lay out plan, elevation and design and in a position to be approved both by the municipal/ local authority and Lessor, in writing and in a substantial and workman like manner, buildings and other structures, to be used as Industrial factory withrall necessary out houses, sewers, drains and other appartenances and proper conveniences thereto according to municipal/ local authority's rules and medians in respect of building drains, latrines and connection with main water line and sewars and commence such construction within a period of nine manths from the date of these present, or from the date on which physical of the Demised Land is handed over to the Lessee, which ever later. Further the Lessor may in its sole discretion, grant such extension, at the request of the Lessee and the Lessee and the Lessee shall complete, the same fit for use and commence the manufacturing and production from the Unit, within the Stipulated Period from the date of these research or the date on which physical possession of the Demised Land is handed over to the Lessee under these presents, whichever occurs later and within such extended time as may be allowed by the Lessor in writing in its discretion, on the request of the Lessee.

4.11. The Lessee shall utilize such area, as in accordance with the applicable by claws for the industrial

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Area of the Demised Land by covering it by roof/ permanent shed and other utilities required for the Unit as per approval of the Lessor within the specified period as contained herein, to the emise satisfaction of the Lessor. In case, of failure by the Lessoe, to adhere to the stipulation herein above, the Lessor shall issue a notice in writing, in this regard to the Lessee and in case the Lessor, fails to recrify such breach(es), within a period of sixty (60) days from the date of receipt of such notice, the Lessor will have the right to revoke this Deed.

- That the Lessee will not make or permit any major constructions or erections or permit to be erected any new building without prior permission of the Lesser and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by the Lesser and the municipal/local authority requiring it so to do, correct such deviation as aforesaid, as writing, and if the Lessee fails to correct such deviation within a period of sixty (60) days from the receipt of such notice, then it shall be lawful for the Lesser or municipal/ local authority, to cause such deviation to be rectified at the expense of the Lessee, which expense the Lessee hereby agrees to reimburse to the Lessor and/ or municipal/ local authority, the quantum thereof, will be determined by the Lessor/ municipal / local authority as the case may be. The decision of the Lessor/ municipal / local authority, as the case may be in this regard shall be final and binding on the Lessee. The restriction contained above, is without prejudice to the rights of the Lessee, to carry our repairs, erections for the purpose of safeguarding or strengthening the existing constructions/ buildings or for carrying out modernization/ improvement, of the Unit.
- 4.13. That the Lessee will provide and maintain, at its own cost, in good condition a properly constructed approach road or path to the satisfaction of the Lessor / Municipal or other local authority, leading from the public road to the Demised Land.
- That the members, directors, officers and subordinates or agents, surveyors, workings and other authorized representatives/employees of the Lessor shall have access to the Demised i, and and shall have the implied right and authority to enter upon the Demised I, and and the buildings to be steered thereon, to insect and view the state and progress of the works and for all reasonable outposes at all reasonable times, after given advance notice in writing to the Lessoe.

4.15. That the Lessee will not erect any buildings, constructions or structures except compound will, as per funding type and a linear a green and security post(s) at any portion of the Demised Land within _____ feet from the boundary on _____ sides thereof as marked in Schedule A hereto and shall not:

(i) Desiroy any part of the building or other structures contiguous/adjacent to the Demised Land;

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- or (ii) Keep the foundation, tunnels or other pits in the Demised Land open or exposed to weather causing any injury to contiguous or adjacent buildings, or (iii) Dig any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings; (iv) Will not erect or permit to be erected at any part of the Demised Land 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.
- That the Lessee shall seek and obtain insurance cover for the entire plant and machinery to be 4.17. installed in the Demised Plot and shall continue to renew/ seek and obtain insurance cover for the plant and machinery in the Demised Plot for the Term of this Lease. Further, the Lessee will submit to the Lessor, the copy of the insurance cover not and other documents/ details in relation to such insurance cover, upon obtaining such insurance cover and upon every senewal, during the Tenn of this Dease.

RIGHTS AND OBLIGATIONS OF THE LESSOR:

- The Lessor hereby agrees that the Lessee, subject to observing all the aforesaid conditions, shall 5.1. peacefully HOLD and ENIOY the Demised Land during the Term of the Lease without any interruption by the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lessee or by any person claiming through or under the Lessee, any of the aforesaid convenants or conditions stipulated in Clause 2.2' 2.3, 4.11, and 6.1 herein, the Lessor shall give written notice of sixty (60) days to the Lossee, to remedy such breach or non-observance. In case, the Lessee does not remedy such breach(es) or observe such stipulation(s), indicated in the said notice, the Lesson shall be entitled to, notwithstanding the waiver of any previous case or right of re-entry, enter upon the Demised Land and re-possess it, as if this Lease had not been granted and thereupon this demise shall absolutely stand determined and the Lease stand terminated subject to the right of the Lessee to remove all buildings, fixtures, materials and properties, which have been erected, affixed or brought into the Demised Land, by the Lessee, at no cost to the Lessor, within ninety (90) days: from the date of receipt of the communication from the Lessor, in respect of determination of the Losse In case, the Lessor desires to retain any building warehouse etc., the same may be retained by the Lessor, subject to payment of compensation to the Lesson.
- 5.2. The Lessor does hereby convenant and agrees that before the expiry of the Term of the Lease envisaged in these present, the Lessee shall be entitle to remove all or any buildings, structures. plant and machinery and other materials/properties which at any time during the Term of this For SIDCLIL

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Lease, may have been erected or brought into the Demised Land, by the Lessee, without any claim from compensation whatsoever, from the Lessor.

- The Lessor may allow any public utility service(s), such as electric posts or cables, other than towers/pylons and high voltage cable/lines, water supply and sanitary/seweyage lines, or talegraph/ telephone post(s) or cables to be taken through the Demised Land and the Lessoe shall not be entitled to any compensation in respect of the same including compensation, if an, relating to the space occupied by such public utility service, PROVIDED THAT, before allowing such public utility service to utilise the Demised Land, the Lessor shall give written notice of sixty (60) day to the Lessoe and also, the Lessor, while allowing such public utility service(s) to be taken through the Demised Land, will case only the minimum possible hindrance to the Demised Land ant/or structures or buildings standing thereon.
- That the Lessor will not exercise its option of determining the lease nor hold the Lessee responsible to make good any damages to the Demised Land or any part thereof, if the same is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, if the same has been caused due to fire, tempest, earthquake, flood, inundation or violence of any army or a mob or other irresistible force or any Force Majeure Event.

6. BORROWINGS FROM BANKS AND OTHER FINANCIAL INSTITUTIONS:

- 6.1. That the Lessee shall arrange the required funds towards land promium, rent, construction of buildings/ structures, installation and erection of plant and machinery and towards other financial needs, for operating the Unit. The Lessee is empowered to take loans/ burrowings from Banks and other Financial Institutions or through and other source, on the security of the lease rights in the Demised Land and the Buildings, structures, plant, machinery and goods in trade etc.
- Fhat in case the Lessee commits any default in repayment of the borrowings, the lender for the purpose of recovery of its dues, shall have all the power to initiate appropriate proceedings against the Lessee, including eviction proceedings against the Lessee and shall be entitled to seek and obtain transfer of lease rights to any other person or to occupy the Demised Land itself, subject to making payment of any outstanding dues, and other charges penalties payable by the Lessee, to the Lessee.

TRANSFER OF LEASE:

7.1. That the Lessee being an individual, declares, undertakes and affirms that during the Term of this Deed, the Lessee shall not transfer, assign, create joint possession, or otherwise part with the

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physical possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without the written consent of the Lessor and subject to payment of transfer fees as per Land Disposal Regulations, as may be made applicable. From time in respect of the Industrial Area, wherein the Demised Land is located ("Transfer Fee"), by the Lessor. However, on the demise of the Lessoe, the rights and interests of the Lessoe in the Demised Land, shall be transferred in the name of his legal heir, subject to production of a Death Certificate issued by the concerned Corporation/ Municipality or local body, as the case may be, and a Succession Certificate, issued by the Court of Competent jurisdiction. In such case, the rights and interests to the Demised Land, under this Lease Deed, shall be transferred in invour of such successor in interest by the Lessor, without payment of any Transfer Fees:

OR

That the Lessee being a Sole Proprietor firm/ registered/unregistered Partnership Firm / Society registered under the Societies Registration Act, 1860 or the relevant State enactment, declares, undertakes and affirms that during the Term of this Deed, the constitution of the Lessee shall not be altered or reconstituted, dissolved, on it shall not create possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, or create joint possession of the Demised Land, without the written consent of the Lessor and subject to payment of Transfer Fees, to the Lessor;

OR

That the Lessee being a private/public limited Company, declares, undertakes and affirms that during the Tenn of this Decd, the Lessee-Company shall not create and third party interests and/or rights in any part or whole of the Demised Land and / or assign any part or whole of the Demised land, in favour of any party(ies), which will have the effect of jeopardizing the rights and the Lessor, in the Demised Land, without written consent of the Lessor and subject to the tessor;

However, the use/occupation/enjoyment of any part of whole of the Demised Land including the Line to be set up therein, by any group Company, subsidiary, affiliate of associate Company. Agent Enstributor, Dealer or Contractor of the Lessee-Company, or by operation of law, shall not be construct to be in contravention of the terms and conditions set out hereinobove, is in conformity with the use for which the Demised Land is demised, under those presents.

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= case, the Lessee in desirous of assigning transferring or sub-leasing any part or the whole of the Demised land, the Lessee shall intimate the Lessor in writing of such intention to assign, transfer or set-lease, setting forth the name and description of the parties in whose favour such right or recest is proposed to be created or assigned. The grant of permission by the Lessor hereof, will he subject to payment of Transfer Fees and Subject to compliance of the applicable Zoning Plun. In the event of mortgage or mortgages, without handing over physical possession of the Demised Land in favour, either of the State Government or the Industrial Finance Corporation of India or the Industrial Development Bank of India or the Life Insurance Corporation of India or the Industrial Credit and Investment Corporation or Industrial Reconstruction Bank of India or any nationalized Bank or Schedule Bank including State Bank of India and its Subsidiaries or Unit Trust of India or General Insurance Corporation and its Subsidiaries viz, National Insurance Company, United India Insurance Company, Oriental Insurance Company, United India Insurance Company or NSIC or SIDBI or trustees for debenture holders to to secure loan or loans advanced by any of them for setting up on the Demised Land the Unit, the Lessee either furnishes to the Lesser any undertaking from the financial institutions as aforesaid that the entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from its own resources.

Provided further that if at any time, the financing body or budies mentioned above decides to take over, self, lease or assign the mortgaged assets in the Demised Land in exercise of any right vested in it by virtue of the deed or deeds executed in its favour by the Lessec, at the time subsequent to taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to mutual consultation between the Lessor and the financing body or bodies mentioned sveds.

Provided further that, if the Lease of the Domised Land, is assigned/transferred by operation of 22 0: otherwise during the Term hereby granted, the Lessee shall within sixty (60 days from the the of such assignment of transfer, deliver an intimation of such assignment or transfer, to the esset setting forth name(s) and description of the party(ics), in case of every such assignment Tasket and the particulars and effect thereof together with every assignment/transfer, with document, effective or evidencing such assignment or transfer and the documents as aforesaid accompanying the sect managion. In case, such intimetion is not communicated within the specified period, without prejudice to the right of the Lessor to determine this Deed for breach of this covenat, the same shall entail a penalty of Rs.500/ to be paid by the Lessee.

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No.1.

Latter dues payable and recoverable in respect of this Deed including promium, rent, interest and Maintenance charges, shall be recoverable as arrears of land revenue under the Uttar Praclesh Public Money's (Recovery of Dues Act), as made applicable to the State of Ultaranchal or the statute or regulations, as applicable, at the relevant time.

JURISDICTION AND ARBITRATION:

- The Courts in Debradun alone shall have jurisdiction in relation to any proceedings, in relation to 93. the marters covered under this Deed.
- All disputes and differences in relation to the applicability, interpretation, rights and obligations of 9.2. the parties hercunder and/or arising under these presents, shall be referred to a Sole Arbitrator, to be nominated by the Managing Director of the Lesson. Writhing thirty (30) days from the date of receipt of a request for nomination of Sole Arbitrator, the Managing Director of the Lessor shall. nomination of Sole Arbitrator and issue communication in respect of the same to the parties. In case, the Sole Arbitrator is not nominated within the period stipulated hereinabove, the parties will be at liberty to invoke the provision of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto or enactment(s) in substitution thereof, for appointment of Sole Arbitrator.
- The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any 9.3. subsequent amendments thereto of enactments in substitution thereof.
- The arbitral proceedings shall be conducted in Dehradun, in English language and the panies agree 9.4. that, the arbitral award shall be binding and enforceable against the parties.

LD. OTHER TERMS AND CONDITIONS:

- On expiry of the Term of the Lease, the Parties may extend the period of Lease, for further period(s), on mutually agreeable terms and conditions. In case, the Parties do not extend the Term of the Lease, the Lessee shall deliver the physical possession of the Demised Land, to the Lesset. Prior to handing over physical possession of the Demised Land, the Lessee shall have the right to remove materials and properties, brought into the Demised Land by the Lessee.
- 10.2. The Lessee shall be entitled to make arrangements with the State Electricity Board or any other authority/Company providing power in the area, in which the Demised Land is situated, to obtain power connection including power connection for the purpose of construction/erection/ commissioning, as per its requirements, on the terms and conditions as may be stipulated, by such State Electricity Board or any other authority/ Company, in this regard.

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All notice, consents and approvals which are to be given and notification of any decision by the Lessor shall be in writing and signed on behalf of the Lessor, by the authorised person and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/ speed post, even through returned unserved on account of refusal by the Lessec. addressed to the Lessee at the usual or last known place of business of office or at the Demised Land under these presents or at the address mentioned in these presents or if the same has been affixed to the office building upon the Demised Land. The Lessee will include SIDCUL Industrial Area in its address, in all its correspondence with the Lessor.

- The Managing Director of the Lessor shall exercise all powers excisable by the Lessor under this Deed. The Lessor may authorize any other Officer or Officers of the Lessor, to exercise all or any of the powers exercisable by him under this Deed. Provided that the expression Managing Director shall include the Managing Director of the Lesson for the time being or any other Officer of the Lessor, who is entrusted by the Lessor with function similar to the Managing Director of the Lessor.
- 10.5. That the determination of this Deed shall in no way prejudice or affect the rights of the Lessor to recover from the Lessee, costs and expenses to rectify/ restore, any damage which may have been caused to the Demised land by the Lessee or any one acting on its behalf, during the Term of this Deed.
- 10.6. This Deed sets furth the entire agreement and understanding between the Parties as to the subject matter hereof. Except as otherwise provided expressly herein, no modification, amendment or supplement to this Deed shall be effective and binding, for any purpose unless the same is in writing and duly signed by the parties hereto.
- 10.7. The rights granted or obligations assumed hereunder, shall not be assigned or trunsferred by the Parties, without the prior written consent of the other Party.
- 10.8. No failure by either party to enforce any of the provisions of this Deed at any time or for any period of time shall be construed as a future waiver of such provisions or the right of the other party thereafter to enforce any of the provision of this Deed.
- 10.9. Any provision of this Deed, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or influenceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision, in any other jurisdiction.

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The obligation of the Parties hereto shall be deemed to have been suspended and there shall be no liability for damages so long as and to the extent that the performance of this Deed by either both Party(ies) is/are prevented, hindered, delayed or otherwise rendered impracticable as a result of acts of God, War, riot, insurrection, labour disputes, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected, any such event, circumstance or condition being a "Force Majeure Event".

- 11. Section headings in this Deed are included herein for convenience of reference only and shall not affect in any way the meaning or interpretation of this Deed.
- 10.12. This Deed may be executed in counterparts, each of which when executed and delivered shall be an original and all of which when taken together shall constitute on e and the same instrument.
- 10.13. Nothing in this Deed, expressed or implied, is intended to confer on any person other than the Parties hereto, their respective successors and permitted assigns any rights, remedies, obligations of liabilities under or by reason of this Deed.
- 10.14. All expenses towards execution and registration of this Deed including stamp duty, registration

charges etc. thereof shall be borne by the Lessee.
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For and on behalf of

State Industrial Development Corporation of Ultaranchal Ltd.

1. Witness: Y.S Tomper 80 auras Daniel Ponga

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2. Witness: / 12 25000 16 16 - 4)

For STOCUL.

Regional Manager LLE, Parunagar

For and on behalf of

1. Wilness: Alfay Tyagi 40 Phi Rotan Prakost Tyag 68/1 Durganagar

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Of Demised Land as per Recital C)
Mat piece of land known as Plot No 9 Sector 9 in the Pani Nagate
- Sustrial Area, bearing Khasra No 210 within the village Limits
Kalpanper Tehsil Kichta and within/outside the limits of Municipal
Council of Rendra pur Udham Singh Nagar District, State of
Estaranchal, containing by admeasurement 2974 square meters of
thereabouts, and bounded by red colour boundary lines on the plan annexed hereto, that is to say:
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One or towards the South by Plod No
One or towards the East by 810+ No -
One or towards the West by Plat NO. 8 Sicht 9
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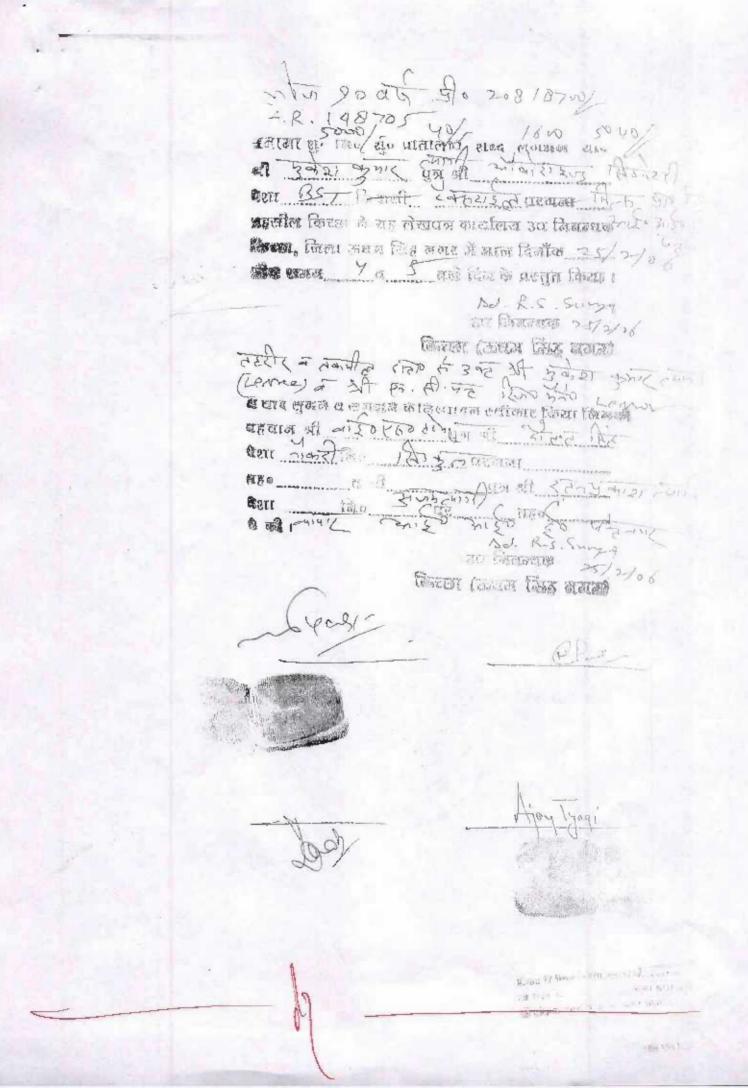
स्टाम्प अधिनियम की धारा 10-क के अधीन दिये गये कलेक्टर के आदेश 'देनांक 07.10.2005 के अनुसरण में यह प्रमाणित किया जाता है कि इस लिखत के संबंध में रूपया 17,84,560.00 (शब्दों में) रूपया सन्नह लाख चौरासी हजार पांच सौ साउ भात्र की धमराशि का बालान संख्या ५००० दिनांक भी ने रे २० ६ की नै0 बीए**सटी टैक्सटाईलक मिल्स** प्रा0 ति**0 के द्वारा भारतीय स्टेट** बैंक रुद्रपुर में सकद नंदाय किया गया है, जिसकी एक प्रति यहाँ संलग्न है।

देशांक २५.1.2006

For SIDCUL

Regional Manager

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ABOUT MCA

ACTS & RULES

MY WORKSPACE

DATA & REPORTS

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HELP & FAOS

Home > MCA Services > Master Data > Company/LLP Master Data

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LLP Services

LLP Services For Business User

e-Filing

Company Services

Complaints

Document Related Services

Fee and Payment Services

Investor Services

10 Databank Registration

Track SRN/Transaction Status

Address for sending physical copy of G.A.R. 33

Public Search of Trademark &

Notices Under Section 248(2)

Company/LLP Master Data

Company Name

ROC Cade

Registration Number

Company Category

Company SubCategory

Class of Company

Authorised Capital(Rs)

Paid up Capital(Rs)

Number of Members(Applicable in case of

company without Share Capitall

Date of Incorporation

Registered Address

Address other than 8/o where all or any, books of

account and papers are maintained

€mail [d

Whether Listed or not

ACTIVE compliance

Suspended at stock exchange

Date of last AGM Date of Balance Sheet

Company Status(for effling)

U17111MH2005PTC156368

BST TEXTILE MILLS PRIVATE LIMITED

RoC-Mumbal

156368

Company limited by Shares-

Non-gov; company

Private

149000000

125187590

27/09/2005

OFFICE (10.09, 3RD FLOOR, WOODROW BUILDING, VEERA

DESAI ROAD, ANDHERI (WEST), MUMBAI MH 400053 IN

bstyarn@yahao.com

Unlisted

ACTIVE compliant

30/09/2019

31/03/2019

Artice

Charges

25/01/2010

12/06/2010

OPEN

Book debts

3800000000 637909000

16,06/2006

16/11/2013

OPEN

Directors/Signator Details

SANGEETA MUKESH TYAGI

MUKESH BALRAJSINGH TYAGI

27/09/2005

27/09/2003

MCLAT OF

Principal Account

Sitemap

Invest India in

About MCA

RM & AMT-I



arges Registered

mpany
WFCRN/LLPIN/FLLPIN
mpany / LLP Name

BST TEXTILE MILLS PRIVATE UMITED

Charles Tagglered

STATE BANK A95792894 10200769 C# 25/01/2010 12/06/2010 - 380000000.0 TRAVANÇORF

B93580066 10010243 STATE BANK 0F PATIALA 16/06/2006 16/11/2013 - 637000000.0

arges Registered IN My In In прапу U17111MFI2005PTC156368 WECRN/LLPIN/FLLPIN mpany / LLP Namo BST TEXTLE MILLS PRIVATE LIMITED Street, Street STATE BANK Of 25/01/2010 12/06/2010 D.000000008E A95792834 10200769 TRAVANCORE STATE BANK OF PATIALA 15/05/2006 16/11/2013 6370000000.0 893580066 10010243 In Search & Love Wk