

**Industrial
Development Corporation Ltd.**

The Manager Manager
Canara Bank,
Bara Tooti, Sadar Bazar,
DELHI-110 066



(Registered)

Regional Office :
B-13/112, Raj Nagar
Ghaziabad-201002
Tel : 2821103
Fax : 2282157
E-mail : sidegzb@rediffmail.com

Ref. No.

953

/SIDC/2007/B-3/Side-D

Date

20/5/10

Dear Sir,

With reference to your sanction letter no CB/ADV/BANSAL/10 dated 13.10.2009, we are forwarding herewith the Original Lease Deed dated 20.07.2007 of Plot No B-3 at Industrial Area Site-II, Loni Road, Ghaziabad 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. Bansal Wire Industries Ltd., Director:-Sri Ram Niwas Yadav 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 utilization 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. NIL towards balance premium on Land along with interest falling due till the date of remittance of the above amount to U.P. State Development Corporation Ltd, directly from the disbursement of the loan on priority after creation of equitable mortgage, but not later than NIL In case foregoing conditions and liabilities are not acceptable to your Corporation/Bank the original lease deed kindly be returned to this corporation immediately.
4. We may further reiterate that in the event of payments assured in your above referred letter not being made by NIL this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period.
5. In case of any transfer, auction etc. further levy as per prevailing policy shall be payable.

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

Yours faithfully
for U.P. State Indl. Dev. Corpn. Ltd

Regional Manager

Encl:- As above (Lease deed in Original)

Copy to:-

M/s. Bansal Wire Industries Ltd., Director:-Sri Ram Niwas Yadav, Regd. Off.:-
458-465, Gali No.-8, Shambhu Nath Compound, Friends Colony, Indl. Area
GT Road, Shahadara, DELHI-110 032 for information.

Regional Manager

512112



13 JUL 2007
उत्तर प्रदेश UTAR PRADESH
CHIEF TREASURY OFFICER

105911



866012

This lease Deed can not be transferred/Modified without prior permission of the Corporation.

Regional Manager

This Stamp Sheet of Rs. 20000/- is attached for the lease deed between U.P. State Industrial Development Corporation Ltd. & M/s/Smt. Bansal Wire Industries Ltd. for 60 years to a rental Rs. 2791/- for the first thirty years & at Rs. 5583.26/- for the next thirty years & at Rs. 5583.26/- for the next thirty years i. e. on an average annual rent of Rs. 4422.26/- with a premium of Rs. 818.835/- regarding plot No. B-3 Situated at Industrial Area Site No. 2, Loni Road, 42B

Lessee

Witness

Regional Manager
U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.
Authorized Signatory





पट्टा विलेख

(52 वर्ष)

4,404.00

5,020.00

20

5,040.00

1,000

818,835.00

ओसत वार्षिक किराया फीस रजिस्ट्री नकल व प्रति शुल्क योग शब्द लगभग

प्रतिफल मालियत
श्री / श्रीमती मौ बंसल वायर इन्ड.लि. डा. राम निवास यादव

पुत्र / पत्नी श्री राम गोपाल यादव

पेशा व्यापार

निवासी स्थायी ९ 89 श्याम पार्क एक्स साहिबाबद

अस्थायी पता

ने यह लेखपत्र इस कार्यालय दिनांक 21/7/2007 समय 4:01 PM

बजे निबन्धन हेतु पेश किया।



करवेन्द्र सिंह

उप निबंधक (चतुर्थ)
गाजियाबाद

21/7/2007

निष्पादन लेखपत्र वाद सुनगे व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री/श्रीमती महेन्द्र सिंह लिपिक यू पी एस आई डी सी
प्रतिनिधि श्री सुरेश कुमार आर एम यू पी एस आई डी
सी

पुत्र/पत्नी श्री

पेशा नौकरी



श्री/श्रीमती मौ बंसल वायर इन्ड.लि. डा. राम निवास
यादव

पुत्र/पत्नी श्री राम गोपाल यादव

पेशा व्यापार

निवासी ए 89 श्याम पार्क एक्स साहिबाबद



ने निष्पादन स्वीकार किया ।

जिनकी पहचान श्री सुनिल कुमार चौहान

पुत्र श्री नकल सिंह

पेशा व्यापार -

निवासी सिसाना बागपत

व श्री मनोज कुमार

पुत्र श्री राजपाल सिंह

पेशा व्यापार

निवासी 82 अर्थला

ने की ।



प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



करवेन्द्र सिंह^{21/11}
उप निबंधक (चतुर्थ)
गाजियाबाद



This Stamp Sheet of Rs. 20000/- is attached
 for the lease deed between U.P. State Industrial
 Development Corporation Ltd. & M/s/Shri/Smt. Bansal wire
 Industries Ltd. for 30 years to a rental Rs. 214/-
 for the first thirty years & at Rs. 2291/- for
 the next thirty years & at Rs. 5583/- for the
 next thirty years i.e. on an average annual rent of
 Rs. 442/- with a premium of
 Rs. 818835/- regarding plot No. 3
 Situated at Industrial Area Site No. 2, Log Road, 4213

Regional Manager
 U.P. State Indl. Dev. Corpn. Ltd.
 Ghazabad

For Bansal Wire Industries Ltd.
 Authorised Signatory



पट्टा दाता

Registration No 17112

Year : 2007

Book No. 1

0101 महेन्द्र सिंह लिपिक यू पी एस आई डी सी प्रतिनिधि सुरेश कुमार

नौकरी





This Stamp Sheet of Rs. 15000/- is attached
 for the lease deed between U.P. State Industrial
 Development Corporation Ltd. & M/s/Smt. Bansal wire
Industries Ltd. for 2 years to a rental Rs. 22915/-
 for the first thirty years & at Rs. 22915/- for
 the next thirty years & at Rs. 55835/- for the
 next thirty years i.e. on an average annual rent of
 Rs. 46025/- with a premium of
 Rs. 818835/- regarding plot No. B-3
 Situated at Industrial Area Site No. 2, Loni Road, 42B

Regional Manager
 U.P. State Indl. Dev. Corpn. Ltd.
 Ghaziabad

For Bansal Wire Industries Ltd.
 Authorised Signatory



पट्टा गृहीता

Registration No. 17112

Year : 2007

Book No. 1

0201 श्री बंसल वायर इन्ड. लि. डा. राम निवास यादव

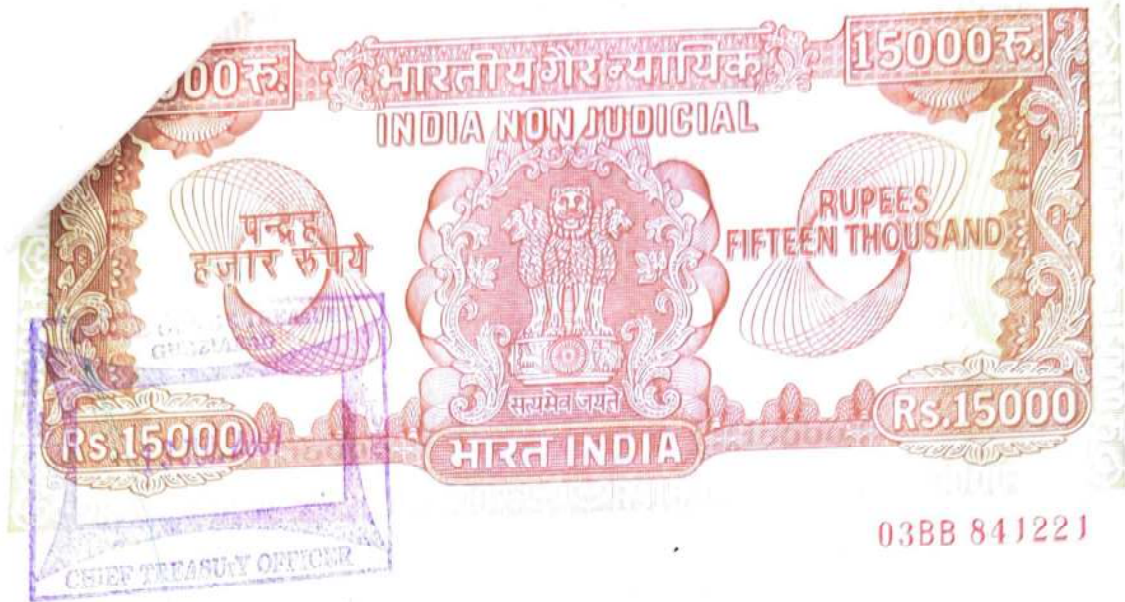
राम गोपाल यादव

ए 89 श्याम पार्क एक्स साहिबाबद

व्यापार

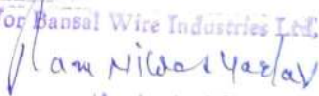
Ram Nidhar Yadav





This Stamp Sheet of Rs. 15000/- is attached
 for the lease deed between U.P. State Industries
 Development Corporation Ltd. & M/s/Shri/Smt. Bansal Wire
Industries Ltd. for 52 years to a rental Rs. 111
 for the first thirty years & at Rs. 2791/- for
 the next thirty years & at Rs. 5583/- for the
 next thirty years i. e. on an average annual rent of
 Rs. 4462/- with a premium of
 Rs. 813835/- regarding plot No. 2-3
 Situated at Industrial Area Site No., 2, Logji Road, 4213


 Regional Manager
 U.P. State Indl. Dev. Corpn. Ltd.
 Ghazlabad

For Bansal Wire Industries Ltd.

 Authorised Signatory

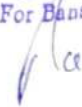
500Rs.



CHIEF TREASURY OFFICER

This Stamp Sheet of Rs. 500/- is attached:
for the lease deed between U.P. State Industries
Development Corp. Ltd. & Bansal Wires Industries Ltd.
for the year 1981-82
the net amount of Rs. 52
next to Rs. 4402-46
Rs. 818835-68
Situations at Lonl Road side 2, 42B


Regional Manager
U.P. State Indl. Dev. Corp. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.

Authorised Signatory

Abhay Dixit

बैंगन बाय
बैंगन

भारतीय

एक सौ रुपये

13 JUL 2000

1998 JUL 4 0

RECEIVED OFFICE

[Faint, illegible text from reverse side of page]

For General White Industries Ltd.
Authorized Signatory





उत्तर प्रदेश UTTAR PRADESH

K 046574

This Stamp Sheet of Rs. 100/- is attached
for the lease deed between U.P. State Industrial
Development Corporation Ltd. & M/s/Shri/Smt. Bansal wire
Industries Ltd. for 30 years to a rental Rs. 216/-
for the first thirty years & at Rs. 229128/- for
the next thirty years & at Rs. 552326/- for the
next thirty years i. e. on an average annual rent of
Rs. 44022.46 with a premium of
Rs. 818835.68 regarding plot No. 13-3
Situated at Industrial Area Site No. 2, Loni Road, 92B

Regional Manager
U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.
Arunjit Singh Yadav
Authorised Signatory



Bangladesh Wire Industries Ltd. Co.





Bansal wire Inddythia 1st Gen

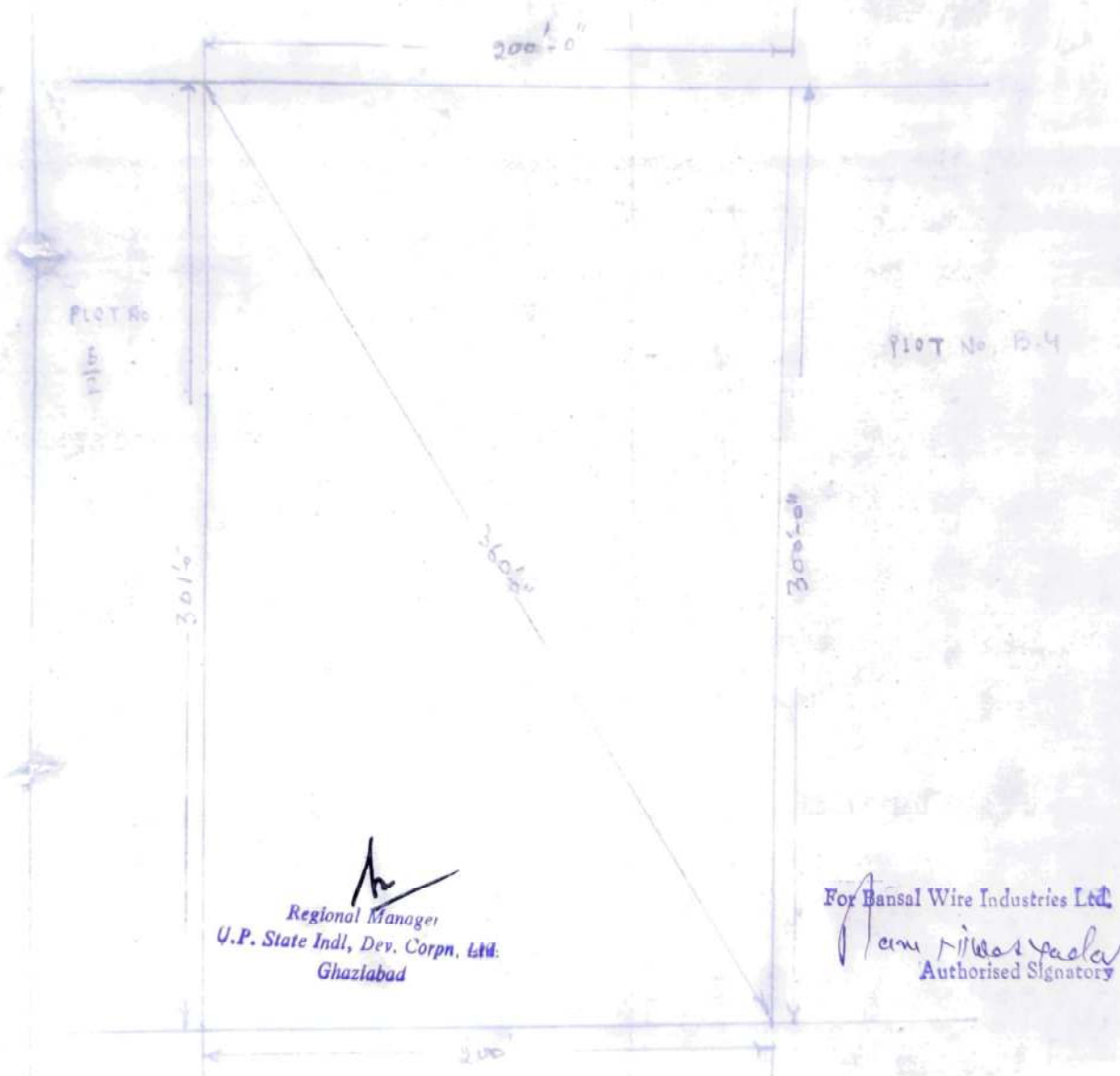


PLAN OF PLOT No B/3.
 TOTAL AREA SITE NO 2 LONI ROAD
 GHAZIABAD.

SCALE 1"=50'

TOTAL AREA OF PLOT
 = 16785 Sq. Ft.
 AREA OF PLOT HANDLED
 OVERSHOOTING ROAD = 16785 Sq. Ft.

80' WIDE ROAD No 3



[Signature]
 Regional Manager
 U.P. State Indl. Dev. Corpn. Ltd.
 Ghaziabad

For Bansal Wire Industries Ltd.
[Signature]
 Authorised Signatory

Plot No-23

[Signature]
 L.A.C. Rimpal
 21/12/20

CHECKED BY ASSISTANT ENGINEER EXECUTIVE ENGINEER
 U. P. S. I. C. E.

PLOT No. B/3.

SITE No 2 LONI ROAD

ZIABAD.

TOTAL AREA OF PLOT

= 66785 yds

AREA OF PLOT HANDLED

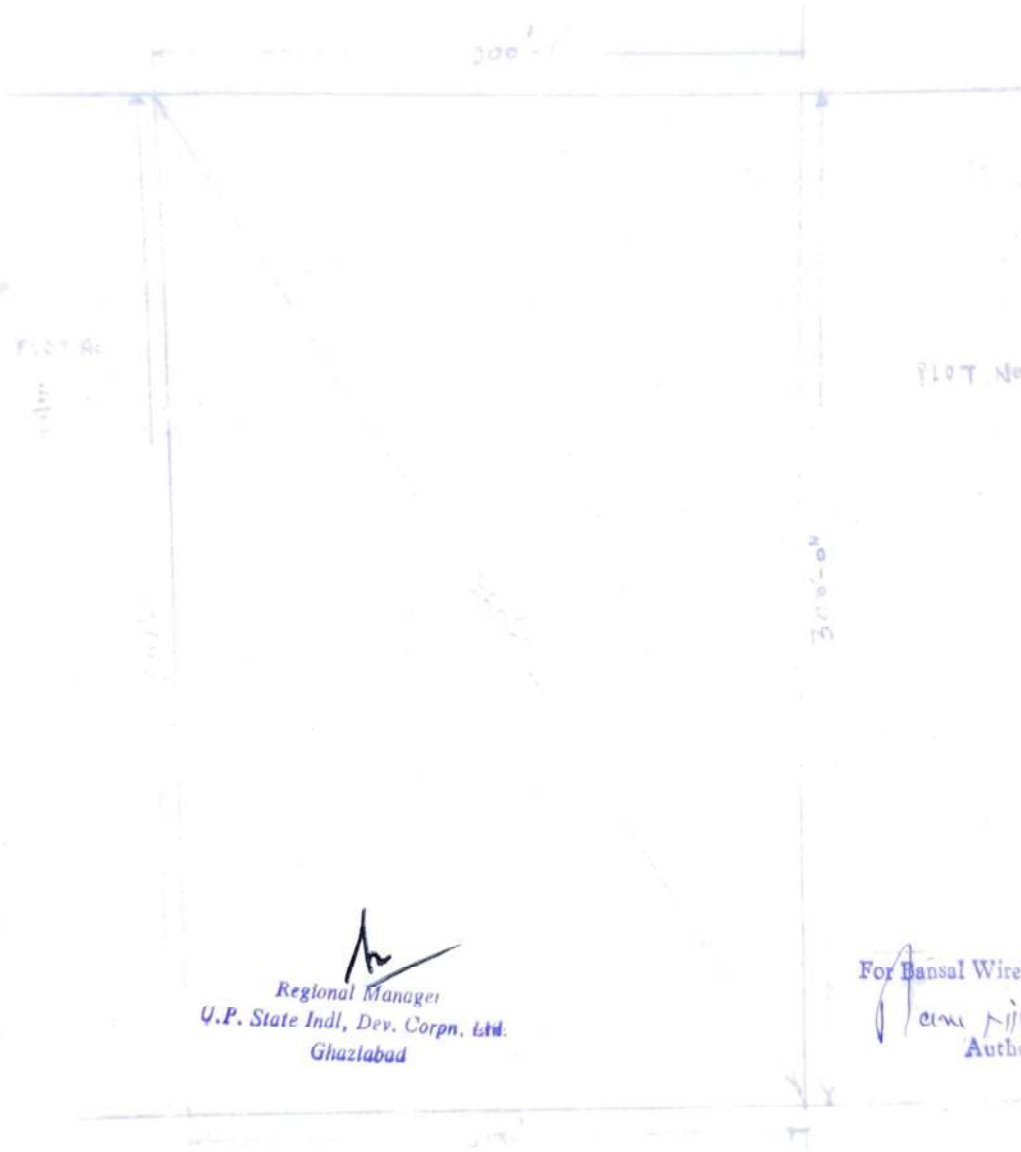
OVERSHOWN IN RED = 66785 yds

No 3

PLOT No. B.4

LOCAL GOVERNMENT
 12/12/1958
 ADVICE TO THE
 1958-59

80' WIDE ROAD No 3



[Signature]
 Regional Manager
 U.P. State Indl. Dev. Corpn. Ltd.
 Ghaziabad

For Bansal Wire Industries Ltd.
[Signature]
 Authorised Signatory

LEASE-DEED

This Lease Deed is a legal document
Merged with the permission of
the Corporation.

Industrial Area

Low Road Side-2

Ghaziabad

Regional Manager

Plot No.

B-3

THIS LEASE-DEED made on the 20th day of July
in the year two thousand and Seven (2007) corresponding to Saka
Samvat between U.P. State Industrial Development Corporation Limited, a
company Within the meaning of the Companies Act, 1956 and having its registered office at A-
1/4, Lakhanpur Kanpur (hereinafter called the Lessor which expression shall, unless the context
does not so admit, include its successors and assigns) of the part, AND

Shri/Smt./Km.

S/o

R/o

proprietor of the single owner firm / Karta of Joint Hindu Family firm of

OR

1. Shri/Smt./Km. aged years
S/o R/o
2. Shri/Smt./Km. aged years
S/o R/o
3. Shri/Smt./Km. aged years
S/o R/o
4. Shri/Smt./Km. aged years
S/o R/o
5. Shri/Smt./Km. aged years
S/o R/o

Regional Manager
U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.
Bansal Wire Industries Ltd.
Authorised Signatory

Shri/Smt./Km. aged years
 S/o R/o
 constituted the registered partnership firm of
 through Shri aged years
 S/o R/o
 duly constituted attorney under the deed dated

OR

M/s Bansal Wire Industries Ltd

A company within the meaning of the Company Act, 1956 and having its registered office at

B-35 Rajendra Nagar Industrial Salubabad

through its managing Director / Secretary / duly constituted attorney Shri Ram Niwas Yadav

S/o Sri Ram Gopal Yadav

R/o B-35, Low Road Site-2 Ghaziabad
 B-35, Shyam Park Extension, Salubabad, Ghaziabad

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 Low Road Site-2, 42B 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 plots 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) and 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 area Low Road Site-2, 42B an industrial unit for manufacturing of M.S. wire & S.S. wire only according to the design and building plan approved by the Lessor and 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. 818835/- (Rs. Eight lac eighty thousand and eight hundred thirty five & paise 68 only).

Regional Manager
 U.P. State Indl. Dev. Corpn. Ltd.
 Ghaziabad

For Bansal Wire Industries Ltd.
 Ram Niwas Yadav
 Authorised Signatory

receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. _____ (Rs. _____) to be paid in _____ half yearly instalments as follows along with interest @ _____ % per annum on the total outstanding premium.

1. Rs. _____ on the _____ day of _____ 20 _____
2. Rs. _____ on the _____ day of _____ 20 _____
3. Rs. _____ on the _____ day of _____ 20 _____
4. Rs. _____ on the _____ day of _____ 20 _____
5. Rs. _____ on the _____ day of _____ 20 _____
6. Rs. _____ on the _____ day of _____ 20 _____
7. Rs. _____ on the _____ day of _____ 20 _____
8. Rs. _____ on the _____ day of _____ 20 _____
9. Rs. _____ on the _____ day of _____ 20 _____
10. Rs. _____ on the _____ day of _____ 20 _____

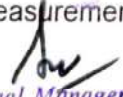
Provided that if the Lessee pays the instalments and the interest on the due date and there are no overdues, a rebate will be admissible @ _____ % per annum in the interest.

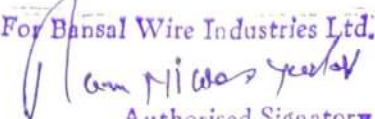
NOTE: (1) The interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payments to be made on the _____ day of _____ 20 _____

(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 numbering 156-150 (S/O C/1009) B-3 Site-2 01-9/4/07

(3) The payments made by the Lessee will be first adjusted towards the interest due, if any, and thereafter towards the premium due, 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! provisions and agreement herein contained and on the part of the lessee, to be respectively paid, observed & performed, the Lessor doth hereby demise to the Lessee, all the plot of land numbered as B-3 situated within the Industrial Area at Lon Road Site-2 in Village _____ Pargana/Tehsil Ghaziabad District Ghaziabad Containing by admeasurement 55-03-61 Sqm be the same


Regional Manager
U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.

Authorised Signatory

little more or less, and bounded :-

on or towards the North by 801 wide Road No. 3

on or towards the South by P.L.W. No 23

on or towards the East by P.L.W. No B-4

on or towards West by P.L.W. No B-2

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 demise premises) with their appurtenances unto the Lessee for the term of ninety years from 23rd day of Sep 20/1989 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 successor 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.

(c) Yielding and paying thereof unto Lessor on the 1st day of April in each year in advance the yearly rent at the rate of Rs. 2000/- per hectare per year during the first Thirty years, RS. 5000/- per hectare per year during the next thirty years after expiry of the first Thirty years and Rs. 10,000 per hectare per year during the next thirty years after the expiry of the first sixty years. The rent upto the 31st day of March 2007 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 15%.


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 machinery built upon or affixed thereto.

(d) That the lessee will pay upto the lessor the said rent at the time on the date in manner herein before appointed for payment thereof clear of all deductions:

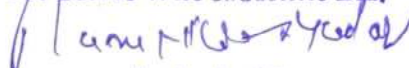
2.(a) (i) In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required /called upon to bear, payor deposit in any court or to Collector in any case/ proceedings under the Land Acquisition Act. In the process determination of compensation and either as a security or otherwise, the lessee shall pay such proportionate additional premium / amount to the Lessor within 30 days of the demand as may be determined in this behalf by the lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

(ii) 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


Regional Manager
U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.


Authorised Signatory

forms part, but should be 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 not be delayed beyond a period of three years from the date of 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 provisional premium mentioned in clause 1 above.

(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 by the Lessor.

3. AND THE LESSEE DOTH HEREBY COVENANTS 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 @ 15% p.a. on the amount due.

The lessee shall pay to the Lessor maintenance charges from the date of license agreement/ Lease Deed on the rates prescribed below:

- A. ~~For the First 5 years Till~~.....
b. ~~For year 2002 to 2006~~
c. For year 2007 to 2011
d. For year 2012 to 2016

~~@ Rs. 2/- per sq. mtr. p.a.~~

~~@ Rs. 4/- per sq. mtr. p.a.~~

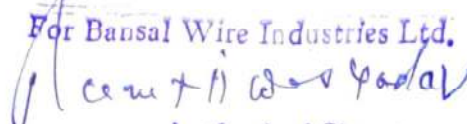
@ Rs. 6/- per sq. mtr. p.a.

@ Rs. 8/- per sq. mtr. p.a.

Maintenance charges for subsequent years shall be decided by the Lessor based on the Whole Sale Price Index prevailing in the previous year, vis-a-vis the Whole Sale Price Index in the 20th years and would be informed to the Lessee. The Lessee hereby agrees to pay to the lessor such maintenance charges on first day of July each years. In case of non payment of maintenance charges as mentioned above, the Lessee shall have to bear interest @ 15% p.a. The Lessor further reserves the right to cancel the Lessee on non-payment of maintenance charges.

(c) That whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town


Regional Manager
U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For Bansal Wire Industries Ltd.

Authorised Signatory

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-goings charges or 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.

(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 the other inhabitants of the place, and shall not release any obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the State Effluents 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 the sole liability of the lessee.


(e) That 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 workman like manner the industrial unit as aforesaid, with all necessary out-houses sewers, drains and other appurtenances according to the local authority's rules and, by-laws in respect of buildings, drains, latrines and connections with sewers and will commence such construction within the period of 3.06 (Six) months and will completely finish the same fit for use and start the manufacturing and production within the period of 6.20 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

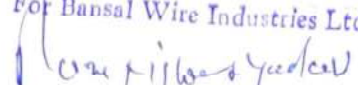
(f) That the Lessee will keep the demised premises and the buildings thereon at all time in a state of good and substantial repairs and in sanitary condition at its own cost.

(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 by the Lessee and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Lessor or the municipal or the other authority requiring him so to do, correct such deviation as aforesaid and if the Lessor shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessee 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 and binding on the Lessee.

(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 to be used for any religious purpose or any purpose other than for the industrial purpose aforesaid without previous consent in writing of the Lessor and the municipal or other authority subject to such terms and conditions as the


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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 or cause 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 of the Lessor, transfer, sublet, relinquish mortgage or assign its interest in the demised premises or the buildings standing there on 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 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 bound or otherwise.

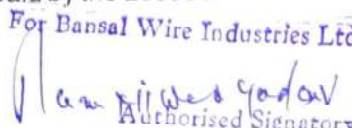
Provided that the joint possession or transfer of possession of demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour of the State Government or of the Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial & Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Schedule Bank (Including State Bank of India and its subsidiaries) or Unit trust of India or General Insurance Company and its subsidiaries viz National Insurance Company or New India Assurance Company, Oriental Insurance Company, United Insurance Company and trustees for debenture holders to secure loan or loans advanced by any of them for setting up on demised premises the industry herein before mentioned if the Lessee either furnishes to Lessor an undertaking from the financial institution as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if 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 subjects to the mutual consultation with Lessor and the financing body or bodies 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.


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

(l) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, 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 foundation of the building 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 description whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.

(n) That the Lessee will not exercise his option of determining the lease nor hold the Lessor responsible to make good the damage if by fire tempest, 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.

(o) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portions of the demised premises within *As per U.P. State Indl. Dev. Corpn. by lines* FRONT REAR AND sides thereof as marked in the attached plan.

(p) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacturing and production herein before mentioned within 20 ~~20~~ 20 Calendar months from date of possessions of the said land is handed over to him and in any case within 20 calendar months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee.

(p) (1)

a) The lessee shall start production within two years of transfer / allotment or else Time Extention Fee (TEF) shall be charged as following:

Upto two years from the date of allotment /transfer	-	Without any extension fee
2 to 3 years	-	2% of the original premium as TEF
3 to 4 years	-	3% of the original premium as TEF
4 to 5 years	-	5% of the original premium as TEF
5 to 6 years	-	7.5% of the original premium as TEF

[Signature]
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Beyond 6 years extension in exceptional circumstances with the prior approval of Managing Director @ 10% of original premium as time extension fee.

b) Request for time extension will have to be made by defaulting allottees within the expiry of original / extended period

c) In case request of time extension is made after the expiry of original / extended period and plot is not cancelled meanwhile then TEF would be payable for the entire period elapsed since expiry of original / extended time limit.

d) In case unit commences production beyond 2 years from the date of allotment / transfer or any extended period. Then TEF will be payable for minimum period of six months after original / extended period. In case TEF will be in not paid by the lessee allotment shall be liable for cancellation on ground of non-payment of TEF.

e) TEF shall be payable on 6 monthly basis i.e 1st July of each year and interest on unpaid TEF would be charged from 1st January / 1st July after expiry period and its demand shall be raised in the demand notices.

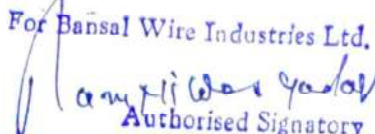
"The lessee will raise construction covering at least 30% area of the plot and re-commence production in case unit is not under production within 12 months from the date of execution of lease deed or any extended period as allowed by the corporation, failing which the L/Deed shall be liable to be determined and allotment cancelled"

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

- (i) injure or destroy any part of building or other structures 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 buildings;
- (iii) dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.

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


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(r) 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 jeopardies the rights and Interest of the lessor or the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the lessor, first had 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 provisions of its Memorandum & 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 Registered of Joint Stock Companies under Section 125 of Companies Act, 1956 with in stipulated period.

While granting its consent as aforesaid the Lessor may require the Successor interest of the Lessee to enter into a binding contract with the Lessor to abide by the faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms & conditions as the Lessor may, in its discretions, 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 conditions the agreement shall be determined at the discretion of the Lessor.

That the Lessee being a company, shall not change its name without prior information to UPSIDC and effect enblock transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.

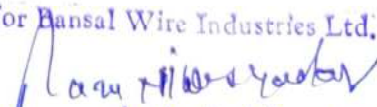
Provided that right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or the Industrial Development Bank of India or the Life Insurance Corporation of India or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction of India or any Schedule Bank (Including State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company or and its subsidiaries viz, National Insurance Company, New India Assurance Company, Oriental Insutance Company and United Insurance Company and trustees for debenture holders 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 in it or them by virtue of the deed or deeds executed in its or their favour by the Lessee as provided herein above or under any law for the time being in force.

(s) That it is further agreed that the 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 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.


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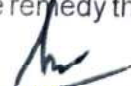
For Bansal Wire Industries Ltd.

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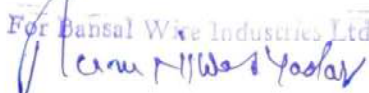
AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

(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 transfer relinquish, mortgages or assigns any part of the demised premises less than the whole of 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 building and to put the same to use and to carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved or 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 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) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and amount equal to 20% of the total premium together with outstanding interest due till date, Lease rent due & other dues. If any shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee, hereunder with interest thereon @ 15% 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 his buildings, erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium, interest and the Lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months or sooner of the date of expiration 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 standings on the demised premises and all materials thereof shall vest in the Lessor and the Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshia Industrial and Investment Corporation of U.P or Industrial Reconstruction Bank of India or any Scheduled bank (including the State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company, and its subsidiaries viz. National Insurance Company, Assurance Company, Oriental Insurance Company, United Insurance Company and trustees to debenture holders & the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the


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of the notice issues 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 lease of the demised premises for 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 and approvals to be given and notifications of any decisions 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 through returned unserved on account of refusal by the Lessee or otherwise however) addressed to the Lessee at the usual or last known place of residence or business or office or at the plot of land or at the address mentioned in these presents 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 Limited. 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 agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and / or maintenance charges or on any other account whatsoever shall be recoverable as arrears of land revenue.


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

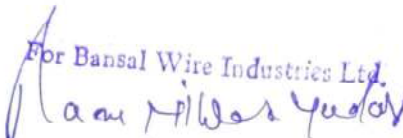
(g) That any relaxation or indulgence granted by the Lessor shall not in any way prejudice the legal right of the Lessor.

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

5. Notwithstanding any other provisions herein before contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the Industrial 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 user 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 provision of this clause shall be terminable by a three months notice to quit on behalf of the Lessor.


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Ghaziabad


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6 (a) That the Lessee is fully aware that the aforesaid premises had earlier been given by the Lessor to Shri/Km./M/s. _____ through the lease deed dated _____ duly registered at _____ on _____ but the lease has been determined /surrendered 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 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.

7. The lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDC Industrial Area.

8. The lessee will ensure adoption of rain water harvesting system compulsory in the factory building /shed to be constructed.

IN WITNESS HEREOF 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 :

a. Witness :

अनिल कुमार चौधरी
S/o श्री जयलाल शिंदे काव
रिमात जिला बागपट

b. Witness :

Singh



Regional Manager

U.P. State Indl. Dev. Corpn. Ltd.
Ghaziabad

For and on behalf of the Lessee

Signed by :

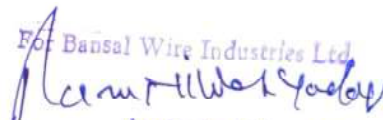
a. Witness :

b. Witness :

श्रीमती जयलाल शिंदे काव
S/o श्री जयलाल शिंदे काव
रिमात जिला बागपट

L.D. (DT)

गीमनोज कुमार [8/08/12] मजदूर काट
पे 2 के लाह पार आपला
मोहनगढ़, गा.वाड

For Bansal Wire Industries Ltd.

Authorised Signatory



This Lease Deed can not be transferred/
Merged without prior permission of
the Corporation.


Regional Manager

आज दिनांक 21/07/2007 को
वही सं 1 जिल्द सं 8662
पृष्ठ सं 27 से 47 पर क्रमांक 17112
रजिस्ट्रीकृत किया गया ।


कामेश्वर सिंह

उप निबंधक (चतुर्थ)

गाजियाबाद

21/7/2007





दिल्ली DELHI

R 919368

AFFIDAVIT

I, Arun Gupta son of Sh. Shyam Sunder Gupta resident of F-7, Ashok Vihar, Delhi-110052, do hereby solemnly affirm and declare as under:-

1. That I am the Director of M/s Bansal Wire Industries Ltd. and authorized by the company vide resolution passed by the company to swear this affidavit and mortgage the built up property bearing No.B-6, Loni Road, Site-2, U.P.S.I.D.C. Industrial Area, Ghaziabad, U.P. owned by the company, hereinafter referred as to property sought to be mortgaged.

2. I state that the company is in the physical and actual possession of the property sought to be mortgaged and there is no claims from any quarters in respect to the property sought to be mortgaged.



For Bansal Wire Industries Ltd.
Arun C. Director



ATTESTED
NOTARY PUBLIC
DELHI (INDIA)
12 OCT 2009

For Bansal Wire Industries Ltd.
Director
Deponent

Solemnly affirm at Delhi on this 12 day of October, 2009 that the contents of the above affidavit are true and correct to my knowledge; no part of it is false and nothing material has been concealed therefrom.

Verification:
For Bansal Wire Industries Ltd.
Deponent

4. I state that the property sought to be mortgaged, is free from all charges, encumbrances and no court case is pending against me in respect of the property sought to be mortgaged. I further state that the title of the company in respect thereof is clear, absolute and marketable.

3. I state and undertake on behalf of the company to fully and effectually indemnify the bank in case of any loss suffered due to any deficiency in title or for any other reason connected to the transaction with respect the property sought to be mortgaged.

