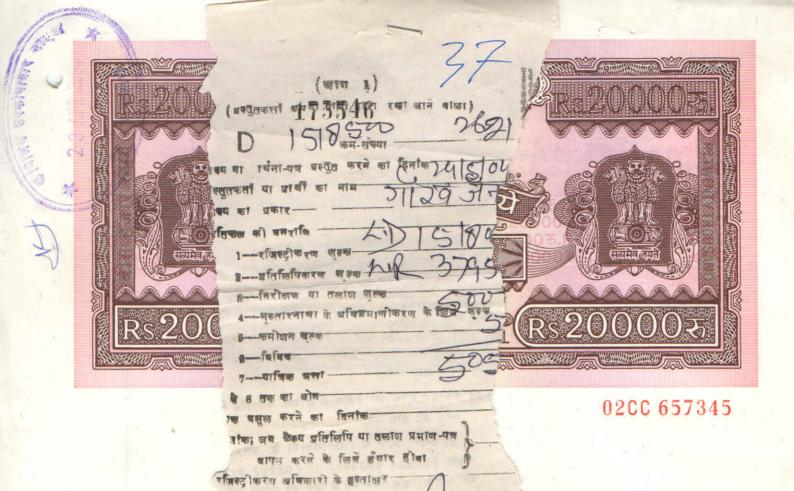


७० 205 स्पर्ध M/s Impact Industrial Components Prt. Ltd. Delhi. किया गया कोषाध्यक्ष/भोएडा L.D. 151,80660=00 LR 379517=10 100 5000 SD 5000 14. 2 ph Dayonal II of a fall mass and Janea Jam का दिनार बिट क्षेत्रम गर किए तह है। का बढ़ा नगरें " 24.5M काम का विकास का गाँ करा पराति 211/2 2000 किया पछ से स्वीकार किया। MENISIA Ganer Jan



ी 0 वस 0 वृष्ट की 0--02 निव्यक्तिकार

2 Sold on

# LEASE DEED

Industrial Plot No.14 Block No. Fcolech-I Sector No. Udyo What in the layout plan of Greater Noida Industrial Development Area, Dist.—Gautam Budha Nagar.

THIS LEASE DEED MADE on the 24. Heavy of Marin the year TWO THOUSAND FOUR between Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the U.P. Industrial Area Development Act, 1976 (U.P. Act 6 of 1976) (hereinafter called the 'Lessor' which expression shall, unless the context does not so admit, include its successor and assigns) of the one part AND

		OR		
1.	Sri	aged	Years S/o	
			5/0	
R/o			0	
2.	Sri	aged	Years	
S/o	<u> </u>			
R/o			-	
3.	Sri	aged	Years	
S/o				
R/o				
4.	Sri	aged	Years	
S/o				
R/o				
5.	Sri	aged \	Years	
S/o				
R/o	Victoria de la companya de la compa		1442	

For Impact Industrial Components Pve Led

Director

87

RAM JI DUBEY
Astt. Manager
Industrie Deart.

6. Sri	aged		Years
S/o			
R/o			
7. Sri	aged		Years
S/o			Þ
R/o			
Constituting the registered partnership of			name Sri
	aged _		
Years			S/o R/o
duly constituted attorney under	the	deed	dated
or	ad	office through	at 1 its
aged about years		S/o	Shri
R/o			
Thereinafter called the lessee which expression shall, us notude his/her/their/it's heirs, executors, administrator assigns/it's successors and permitted assigns) of the other partnership. Firm / Proprietorship Firm/Company for	rs, representation part.	tives and p	ermitted
A Partnership Firm / Proprietorship Firm / Company for the Lindustrial Components of Having its Result Andustrial Components of Having its Result Andustrial Appartments Pathagan & Mr. Sayan Raj Jan R/0.313, Sector 15A, the inafter called the lessee which expression shall, unlinclude his/her/their/it's heirs, executors, administrator assigns/it's successors and permitted assigns) of the other	Noida ess the conte	its aged.25	Director fm.S/O (her t admit,

For Impact Industrial Components For Lid

Director

an Urban and Industrial township.

RASTI DUBEY
Astt. Manager
Industries Depte.
Greater Noida

Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up

And WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing industrial building/s according to building plan/s approved by the lessor.

### NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. That in consideration of the premium paid and agreed to be paid by the Lessee at the time and in the manner hereinafter provided and also in consideration of the rent hereby reserved and of the covenants, provision and agreements hereinafter contained and on the part of the Lessee to be respectively paid observed and performed The Lessor doth hereby demise and lease to the Lessee, all the plot of land on as is where is basis

ON THE NORTH BY
ON THE SOUTH BY
ON THE EAST BY
ON THE WEST BY

and which said plot is more clearly delineated and shown in the attached plan there in marked in red (hereinafter referred to as "the demised premises") with their appurtenances to the Lessee to the term of 90 years commencing from the date of execution of this lease deed except and always reserving to the Lessor full rights and title to all mines and minerals in and under the demised premises or any part there of, Yielding and paying therefor yearly lease rent in advance during the said term unto the lessor on the 24 day of Month. in each year at the rate of 2.5% of the total premium during the first ten years. The lessee shall pay lease rent unto the lessor at its office or as otherwise directed lease rent in advance on yearly basis. The lease rent would be RS-2.79.5.17.209.

II (a) The lessee shall pay to the lessor the premium of Rs. 15180660700 (Rs. One Crove fifty one Lack Eighty from Lack Sicty only) out of which. Rs. 342817079- RS. I Think from Lack Investigate thousands one have been paid by the Lessee (the receipt whereof the lessor dath hereby acknowledges) and balance sum of Rs. 1.1752490 =00

For Impact Industrial Components Pvt Ltd

ector

89

(Rs. One Crore Seventeenham fifty Into Thousands four hundred Nimety aly to be paid by the lessee as mentioned in Balance 50% amount is half yearly installments along with the interest @ 12% per annum from the date of issue of allotment letter, The interest to be compounded half yearly, the first installment falling due for payment on the 30th day of June or the 31st day of December, which ever falling earlier after the expiry of the period of six month next to the date of allotment of the demised premises and the remaining installments falling due consecutively as follows:

## PART "A" (40% of the Premium amount of the Plot)

1.	30-07-2004	1469061=0
2.	28-10-2004	.14.69.061=00
3.	26-01-2005	14.69.061200
4.		

#### (50 % of the premium of plot)

1	26-61-2006	1224217.50
1.		A CONTRACTOR OF THE PARTY OF TH
2.	26-07-2006	12,24,21.7.56
3.	2.6-61-2007	1.2.24.21.7.50
4.	26.007-2007	5-2-24-217-50
5.	26.001.008	12.24.247.50
6.	26-07-2008	12.24.21.7.50
7.	2	
8.	/	/
9.	/	
10.		**********

Provided that the interest shall be computed at the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment and shall be payable half yearly (As per payment plan enclosed with allotment latter) on the schedule mentioned above. Provided that if the installments together with the interest accruing thereon are not paid by or on the due date, Interest at the rate of 1.7.% compounded at six monthly shall be charged for delayed payment for delayed period.

- (b) The payments made by the Lessee shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent not withstanding any directions/request of the lessee to the contrary.
- (c) If Lessee makes default in payment of premium and interest for two consecutive installments the Lessor shall have a right to determine the Lease and to resume possession.

III(1) That the Lessee shall not at any time carry on or permit to be carried on upon the demised premises any trade or business whatsoever or permit the same to be used for any purpose other than the manufacture of manufacture of the lessor. The written request of the lessee shall be disposed off within a reasonable period.

For Impact Industrial Compenents Pvt Ltd

. Director

Astt. Manage Industries Deptt. Greater Noida

40

- (2) The Lessee shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed either on the Lessor or the Lessee or the occupier in respect of the demised premises or the building to be erected thereon.
- (3) That the Lessee will pay unto the Lessor the said rent on the days in the manner here in before appointed for payment thereof.
- (4) After getting the building plan approved from the lessor within six months from the date of possession as per Building Regulations of the lessor and rules and directions issued under the U.P. Act No.6 of 1976, the lessee shall construct building on the demised premises. The lessee shall complete the construction of factory building and make the unit functional within a period of 40—months from the date of confirm allotment or within such extended time as may be allowed by the competent authorities of GNIDA in writing on the request of the lessee. The lessee shall obtain completion certificate from lessor within due period.
- (5)(a) The lessee shall be bound by the provisions of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) and rules and regulations framed and directions issued thereunder from time to time.
- (b) The lessee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central or State Govt. to control the pollution and the lessee shall be governed by the State or the Central enactment on the subject.
- (c) The lessee shall comply with the rules, regulations and directions issued by the Central/State Pollution Control Board from time to time.
- (6) The lessee shall keep the factory building in good and substantial condition and shall permit the lessor and its agents to enter upon the demised premises to view the condition of the building and its appurtenances and give notice in writing to the lessee of any defects and want of repair. The lessee shall within three calendar months after receipt of such notice repair the building accordingly.
- (7) (a) That the Lessee shall provide and maintain at its own cost in good repairs a properly constructed approach road or path leading from the public road to the building to be erected on the said plot to the satisfaction of the Lessor.
- (b) The lessee shall keep the building material/wastes covered from public view.
- (8) That the lessee shall not employ any process in the manufacture of item approved by the lessor which may cause environmental hazard, viz. atmospheric pollution, effluent, discharge, or in any form whatever. If in the opinion of the lessor there is any environmental hazard as stated here in before on account of any activity being carried out in the demised premises, the lessor shall have the right to force the lessee to cease the activity and take suitable measures as the lessor may deem fit.

(9) (i) That the lessee, may transfer, relinquish, mortgage or assign its interest in the demised premises or the building constructed thereon or both provided that no transfer

For Impact Industrial Components Pvt Ltd

7

shall be allowed/permitted in respect of a unit where a functional certificate has not been obtained.

Provided also that the lessee may with the previous permission in writing of the lessor (whose decision shall be binding on the lessee and which permission shall not be unreasonably withheld) relinquish, mortgage or assign its interest in the demised premises or the building constructed thereon or both;

Provided further that prior permission as aforesaid shall be necessary in the event of mortgage in favor of whether of the Government of Uttar Pradesh or Industrial Financial Corporation of India Ltd. or in favor of Uttar Pradesh Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or any Scheduled Bank, Pradeshiya Industrial and Investment Corporation of U.P.

- (ii) Every transfer, assignment, relinquishment, mortgage or subletting as referred to above shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions contained in this deed and be answerable to the lessor in all respect in the same manner as the original lessee.
- (10) (a) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transferor and the transferee shall within one month of such transfer, give notice of such transfer in writing to the Lessor.
- (b) In the event of the death of the Lessee, the person on whom the titles of the deceased devolves shall within three months of such devolution, give notice of such devolution to the Lessor.
- (c) The transferee or the person on whom the title devolves as the case may be shall supply to the Lessor certified copies or the documents evidencing the transfer or devolution.
- (d) If there shall be any breach of clause (a)(b) or (c) above and the breach is not remedied within a reasonable time even after a written notice to this effect, the Lessor may determine this lease.
- (11) If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which lessor shall itself get the nuisance removed at lessee's cost and, damages charged from the lessee during the period of subsistence of nuisance.
- (12) That the Lessee shall have no option of determining the Lease and shall not hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of army or 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.

(13) (a) That the Lessee shall keep the Lessor indemnified against all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of any work.

For Impact Industrial Components Pvt Ltd

FOCTOR

92

AMA DUBE!

Astt. Manager

Industries Deptt.

Greater Noida

- (b) The damages under sub clause (a) above shall be assessed by the Lessor.
- (14) That the lessee shall endeavor to employ the dependents/wards of farmers whose land has been acquired by the lessor to the extent it is feasible and dependents/wards have skills and capabilities as required by the Lessee.
- (15) That the Lessee being a registered Partnership firm declares, and undertake that during the subsistence of the terms of this lease the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardize the rights and interests of the Lessor in matter of his Lease, nor shall its constitution be altered. Provided that any change in constitution shall be intimated to the Lessor within 90 days of such change.

OR

In case of Lessee, being a sole proprietorship concern, a change is effected in the constitution thereof in any manner, then in such an event the Lessee shall inform the Lessor in writing within 90 days of such a change.

OR

If the Lessee, being a company, makes or attempts to make any alterations whatsoever in the provisions of its Memorandum and Articles of Association or capital structure it shall inform the lessor accordingly and the Lessee hereby undertakes to get the prescribed particulars of the change registered with the Registrar of Companies under Companies Act, 1956, within the stipulated period.

The Lessor may require the successor in interest of the Lessee to abide by and faithfully carry out the terms, conditions, stipulation, provisions and agreements herein contained.

Provided that the right to determine this deed for-breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India Ltd. or The Industrial Credit and Investment Corporation of India Ltd. or the U.P. Financial Corporation or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh Ltd. or Industrial Development Bank of India or any Scheduled Bank (including State Bank of India) and the said financing body or assign the mortgaged assets in exercise or right vesting in it or them by virtue of the deed or deeds executed in its or their favor by the Lessee as provided herein above or under any law for the time being in force without 30 days prior notice to such financing body.

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

- (A) Upon the happening of any one or more of the under mentioned contingencies;
- (a) If the lessee or any other person(s) claiming through or under such lessee commits breach of any of the covenants or conditions contained in this Deed and such breach is not remedied following receipt of a written notice from the lessor specifying the nature of breach and providing the lessee reasonable opportunity to remedy the breach;

For Impact Industrial Components Pvt Ltd

Director

93

- (b) If the lessee or any other person(s) claiming through or under such lessee fails and/or neglects to observe punctuality and/or perform any of their/its/his/her obligations stipulated under this Deed;
- (c) If the lessee or any other person(s) claiming through or under such lessee whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes, mortgages or assigns the whole or any part of his right, title or interest whether in whole or any part thereof, except in the manner stipulated in this Lease Deed;
- (d) If the lessee fails to commence and also complete the construction of the building upon the demised premises in accordance with and within the time schedule provided for the said purpose in Clause III(4);
- (e) If the lessee does not, for any reason whatsoever, put to use the demised premises with building within the time and the manner prescribed by the lessor, even after the service of a notice for the same;
- (f) If the lessor falls into arrears of the premium to the extent of two installments of premium or rent or interest thereon or any part thereof,
- (g) If the lessee is adjudged insolvent under any law by any Court of Law;
- (h) If the lease is determined by the Lessor in the manner specified in this Deed;
- (i) In the event of discovery of the fact that the lessee has furnished false and/or incorrect information/fact or concealed relevant and/or material information/facts and obtained allotment as a result thereof:
- (j) In the event of non observance/non compliance of any of the terms stipulated in clause III of this deed.

Provided that the entire amount deposited by the lessee shall be forfeited by the lessor if the lease is determined on the ground mentioned in sub clause (i).

- (B) Whether or not any of the contingencies referred to in sub-clause (A) above have arisen, the decision of the lessor shall be conclusive and binding on the lessee.
- (C) In the event of determination of this Lease and, subject to the lessee paying/clearing all dues, premium, rent and interest thereon AND all the municipal taxes and/or assessments AND all damages accruing or accrued in favor of the lessor and after obtaining a no objection from the lessor, the lessee would be entitled to remove and

For Impact Industrial Components Pvt Ltd

RAM I DUBEY
Astt. Manager
Industries Deptt.
Greater Noida

94

appropriate to themselves all building, erections, structures, other machinery or movables within a period of 3 months or such other period which may be prescribed for such purpose by the lessor from time to time. Any failure on the part of the lessee to do the aforesaid, shall result in vesting of all such material, movable, building, erections, machinery in the lessor and in such an event the lessee shall then have no right to claim for refund/compensation or damages in respect of such property.

- (2) That the Chief Executive Officer of the Lessor or any person or persons authorised by him in that behalf in writing shall have the access to and the implied right and authority to enter upon the demised premises and building erected or to be erected thereon for being satisfied that the covenants and conditions contained herein have been and are being complied with properly and substantially.
- (3) (a) That the Lessor and the Lessee hereby agree that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or any other account whatsoever shall on the certificate of the Lessor which shall be final, conclusive and binding on the Lessee be recoverable as arrears of land revenue.
- (b) That the lessor shall have first charge upon the demised premises for the amount of unpaid lease rent and interest thereon and other dues of Authority.
- (4) That any relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
- (5) The entire legal expenses of execution of the lease deed including stamp duty and registration charges shall be borne by the lessee.
- (6)(i) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act No. 6 of 1976) or any rules or regulations made thereunder shall be deemed to duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act 1973 as re-enacted and modified by the Uttar Pradesh President's Act, (Re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974);
- (ii) In the event of any dispute with regard to terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nager where the property is situated or the High Court of Judicature At Allahabad.
- (iii) If the lessee does not abide by the terms and conditions and building rules or any other rules and regulations framed by the Authority, the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor. And the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- (7) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by him under this lease.

Fowlmpact Industrial Components Pvt Ltd

Director

95

Aust. Manager Industries Deptt. Greater Noida

Provided that the expression "Chief Executive Officer" shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the chief Executive Officer.

The date of Lease Deed Registration shall be reckoned as the date of possession. The Lessee shall have to take possession on the same day.

(8) The enforceability, invalidity, or illegality of any provision in this Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid, or illegal.

IN WITNESS WHEREOF the parties here to have set their hands the day and in the year first above written.

Signed by

for and on behalf of the Lessor

1. Witness: Rhipothing Sesti P. P. Timpothing.
Address: K-C. Timpothing Quinay Mayor
B. 32 Sector 9 VI) ay Mayor
Ghayiabad.

2. Witness:

. Witness: Man Mohan Sigh F 402 formu Apr Patpangaj Deuly

Signed by:

for and on behalf of the Lessee

1. Witness:

Address:

2. Witness: Address:

anear Director

JI DUBEY Astt. Manager Industries Deptt.

Greater Noida

For Impact Industrial Co