



**AFFIDAVIT BY THE GUARANTOR/MORTGAGOR**

I, HARDUARI LAL GUPTA S/o Sh. C.M.. Gupta R/o A-123, Inder Puri, New Delhi -110012. & Director of the M/s Ashish Pumps Pvt. Ltd. B-13, Sector -58, Noida do hereby solemnly affirm and declare as under :-

1. That we are the exclusive owner in physical possession of the property mentioned below, which we have offered voluntarily unto the mortgagee- Bank as a collateral security. The particulars of the said property are given below :-

PROPERTY NO.	:	B-13, Sector-58, Noida U.P.
REGISTRATION NO.	:	3406-7
ADDL. BOOK No.	:	1.
VOLUME NO.	:	167
PAGES	:	419-446
DATED	:	17.12.97

2. That we have deposited title Deeds/documents of our aforesaid property with above named Mortgagee-Bank with intention to create equitable Mortgage thereof and as a security for the repayment of the dues of the said bank arising on account of financial assistance granted by the said bank unto M/s ASHISH PUMPS (P) LTD. Regd. office B-62, Maya Puri, Industrial Area, Phase-II, Delhi.
3. That our aforesaid built-up property is free from all encumbrances by way of sale, gifts, trust, will, assignment, Court Auctions, Notice, Mortgage, (except to the above named bank), prior sales or through any other mode of transfer.
4. That we have neither transferred nor alienated the said property or any portion thereof in any manner whatsoever to anybody at any point of time nor we shall do so at any point of time in future without first obtaining the written consent and permission of the above named financing bank.

CONTD.....2/-



5. That we further declare and assure that there is no proceeding pending against us under the Income Tax Act as contemplated under section 281 and other provision of the said act and the said property is not acquired by Govt. and notices under section 4 to 6 of the land acquisition act have not so far been issued by the competent authority and there is no litigation pending or initiated in respect of the above said property, which is fully marketable.
6. That we have not taken any loan either from Govt. or Financial institution/agency or person against the security of referred property.
7. That we understand not to dispose off the above mentioned property in any manner till the abovesaid credit facilities granted to the above named borrower are fully adjusted to the entire satisfaction of the bank.
8. That we have not given any power of attorney to any person in respect of the above referred property.

  
DEPONENT

HARDVARILAL GUPTA

**VERIFICATION**

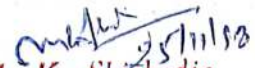
Verified at NOIDA on solemn affirmation that the contents of our affidavit above are true and correct to our knowledge personal and nothing has been concealed there from.

  
DEPONENT

HARDVARILAL GUPTA



**VERIFIED  
ATTESTED**

  
M. K. Shishodia  
Advocate  
Notary Dadri Noida  
(Gautam Budh Nagar)



NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

( REGISTERED )

Administrative Block,  
Sector-VI, NOIDA Complex,  
Distt. Ghaziabad (U.P.)

Location No. B-13/58

No. 2830/NOIDA/DM-II/98

Dated: 14-9-98


M/s. Ashish Pumps Pvt. Ltd.  
B-62/ Phase I,  
Mayapuri Ind. Area,  
Delhi-64

Dear Sir,

Please refer to your letter dated 7.9.98 regarding mortgage permission in favour of SBI Noida for financing the approved project. In this connection, we are pleased to inform you that mortgage permission in favour of State Bank of India, Noida is hereby granted for financing the project. The Authority will have first charge on the property i.e. plot/shed No. 13 block B Sector 58 towards transfer charges, annual lease rent and other local taxes in case of foreclosure. All other terms and conditions of lease deed/ transfer deed dated 1.12.97 shall remain unaltered. ✓

Thanking you,

Yours faithfully,

  
ASST. Development Manager-II.



Q0DD 763560

Mr Ashish Pumps Pvt. Ltd. B-62 Mayapuri N. Delhi  
 14SD Dated 19/8/84 under section

Rs. 1,600/-

One thousand six hundred only.

130 Dated 28/11/84

Dated 28/11/84

Officer Incharge  
 Sub-Tax Office Noida

**TRANSFER DEED OF LEASE HOLD RIGHTS**  
**IN RESPECT OF INDUSTRIAL VACANT**  
**LEASE HOLD PLOT OF LAND NO. B-13,**  
**SECTOR-58, PHASE-III, NOIDA,**  
**DISTT. GAUTAM BUDH NAGAR (U.P.),**  
**ADMEASURING TOTAL AREA 1175.00**  
**SQ. METERS.**

TRANSFER DEED	: Rs. 14,10,000/-
STAMP DUTY	: Rs. 1,31,600/-
COVERED VALUE	: NIL
RENTAL VALUE	: NIL

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THIS TRANSFER DEED is made and executed at Noida on this 1st day of Dec. 1997 between M/S.PERFECT CONTROLS PVT LTD HAVING ITS REGISTERED OFFICE B-1/70, SAFDARJANG ENCLAVE, NEW DELHI THROUGH ITS DIRECTOR SH.K.D.AGGARWAL S/O LATE RAM SARAN DASS R/O B-9, SECTOR-27, NOIDA, DISTT.GAUTAM BUDH NAGAR (U.P.) VIDE RESOLUTION DATED 12.11.97, (hereinafter called the "TRANSFEROR" (which expression shall unless the context does not so admit include his/her/their legal heirs, executors, administrators, representatives and permitted assigns) of the one part and M/S. ASHISH PUMPS PVT LTD HAVING ITS REGISTERED OFFICE B-62, MAYAPURI INDUSTRIAL AREA, PHASE-I, NEW DELHI THROUGH ITS DIRECTOR SH.HARDWARI LAL GUPTA S/O SH.C.M.GUPTA R/O B-123, INDERPURI, NEW DELHI-12, (hereinafter called the "TRANSFeree" which expression shall unless the context does not so admit include his/her/their legal heirs, executors, administrators, representatives, its successors and permitted assigns of the second part).

WHEREAS the "Transferor" under a deed of lease duly executed on 29.6.92 duly registered in the office of the sub-registrar, Noida in Book No.I, Volume 2/1 on Pages 5/745 to 764 at No.131 and 132

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dt.30.6.92 acquired lease hold rights in hereinafter described and intended to be conveyed for a balance period of 90 years since 29.6.92.

AND WHEREAS on the request of "Transferor" the Noida Authority has permitted the "Transferor" to transfer the lease hold rights in the plot/shed hereinbelow mentioned in favour of the "Transferee" through office transfer memorandum No.3685/Noida/DM (IND)/97 dt.12.11.97.

**NOW THIS "DEED OF TRANSFER"**

**WITNESS THAT IN**

Consideration of Rs.14,10,000/- (Rupees Fourteen Lakh Ten Thousand only), the receipt where of the transferor hereby acknowledges and the payment has been made by the transferee to the transferor in the following manner :-

- A) Rs.50,000/- Vide Cheque No.347931 dt.27.10.97 drawn on State Bank of India, New Delhi.
- B) Rs.4,50,000/- vide PO No. 884405 dt. 6.11.97 drawn on State Bank of India, New Delhi.
- C) Rs.7,50,000/- Vide PO No. 884408 dt.7.11.97 drawn on State Bank of India, New Delhi.

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D) Rs.1,60,000/- vide PO No. 084442 dt.29.11.97 drawn on State Bank of India, New Delhi.

That the transferor hereby transfer unto the said "transferee" the lease hold rights in the plot of Land No.13, Block - B, Sector-58, Phase-III, situated in the New Okhla Industrial Development Area, Distt. Gautam Budh Nagar (U.P) containing the measurement and area of 1175.00 sq.meters be the same a little more or less and bounded as below :-

ON THE NORTH BY : PLOT NO.B-12, SECTOR-58, NOIDA  
ON THE SOUTH BY : PLOT NO.B-14, SECTOR-58, NOIDA  
ON THE EAST BY : 18.00 METERS WIDE ROAD  
ON THE WEST BY : PLOT NO.B-10, SECTOR-58, NOIDA

AND the "transferor" further transfers all the rights, title & interest of whatsoever in the nature they may be on the industrial plot No.B-13, Sector - 58, Phase-III, in favour of the "Transferee". The aforesaid transferee, their heirs, executors and assigns shall be entitled to hold the said plot/shed of land for the remaining period of 99 years since subject to payment of lease rent hereinafter served. The "transferee" shall be bounded

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by the terms and conditions contained in original lease deed  
subject to modifications hereinafter mentioned to which the  
"transferee" has agreed.

1. The transferee shall be liable to pay from the date of issue of this transfer memorandum the annual lease rent @ 2.5% of the total premium of plot at the current allotment rate Rs.1200/- per sq.meters plus location charges, if applicable. The lease rent shall be subject to enhancement after every 10 years.
2. The Transferee shall clear all dues and arrears of UPSEB, Jal Nigam, Excise, UPFC, Sales Tax etc. (payable by the "Transferor") as mutually agreed to between transferor and transferee but the authority shall have no responsibility for the payment same, if any.
3. That the transferee shall make the unit functional before 11.11.99 failing which the authority shall have a right to determine the "lease" in favour of the transferee and resume possession without assistance from the court and also forfeit the amount as per authority decision and policy.

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4. The transferee shall be running the project of Deepwell Hand Pump make-II, III and extra deep well type. The transferee shall be liable to fulfil various requirement laid down by the UP Pollution Control Board before implementation of the project. However, if any change/addition in the project is required that the same shall be considered as per rules and regulations of the Authority and shall be implemented only after the prior approval of such change from the Authority. Any change of project without prior written approval of the authority shall be considered a violation of terms and transfer/Lease/transfer Deed and shall invite necessary action for cancellation/revocation of lease/transfer deed.
5. That the transferee shall not employ any process in the manufacture of the items approved by the Lessor, which may cause environment hazards, viz atmospheric pollution, effluent, discharge, in any form whatsoever, if in the opinion of the Lessor at its sole discretion there is any environmental hazard as stated hereinbefore on account of land activity being carried out at the demised premises the

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Lessor shall leave the right to force the transferee to cease the activity and take suitable measures as the Lessor may deem fit.

6. The transferee shall be bound by the terms and conditions of Lease Deed executed between the Lessee and NOIDA on 29.6.92 subject to the changes mentioned in the Transfer Memorandum and otherwise, from time to time.

7. That the transferee shall be bounded by the terms of allotment as they have after being amended from time to time and shall be bound by the all rules and regulations framed by the authority and are exercisable from time to time in respect of the industrial area as a whole.

8. That if the TRANSFeree does not abide the terms and conditions of building rules or any other rules framed by the Lessor and lease may be cancelled by the Lessor and the possession of the demised premises may be taken over the Lessor and the Transferee in such and event, will not be entitled to claim any compensation in respect thereof.

9. That on employing a skilled labour for their industry on the demised premises the lessee shall give employment to at least 5% of the total employees the unit from the families whose land have been acquired for the purposes of the said industrial area.

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10. That the deed further witnesseth that the transferor has put the transferee in actual and physical possession of the plot of land/shed hereby transferred, before the execution of this Transfer Deed.
11. That the transferor further declares that the land/shed and industrial plot/shed is free from all encumbrances, charges claim or demands and has not done anything whereby the plot of land may be subjected to attachment or lien of any court or person land the "transferor" agreed to keep the transferee indemnified against such claims except the annual lease rent or any other amount(s) which may subsequently be found payable to the authority.
12. That the Transferor and Transferee shall be bound by the terms and conditions of the lease deed dt.29.6.92 and by the terms and conditions of the transfer memorandum dt.12.11.97 in all respect, and by the means.
13. Any other dues/arrears shall be recovered from the transferee subject to interest applicable at the time of recovery of dues. In case of default in payment present rate of interest is 24% per annum compounding at six monthly rest for the defaulted amount for the defaulted period.
14. The transferee automatically would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and conditions of the allotment/lease deed.

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15. That the transferee shall not rent out/sublet the premises (partly/fully) without prior permission of the Authority.
16. That the transferee shall not undertake any change in constitution without prior approval of the Authority and the same shall be considered subject to terms and conditions framed by NOIDA in this regard from time to time.
17. That In case transferor is a bonafide lessee then he shall execute transfer deed with the transferee and a certified copy of the same shall be submitted to the Authority after the registration of the same with the Sub-Registrar, Noida. This condition would be complied within 60 days from the date of this transfer Memorandum. This transfer memorandum shall be the part of the transfer deed executed between transferor and the transferee.
18. In case property is being transferred by UPFC, NOIDA (9U/S-29) necessary legal document shall be executed by UPFC NOIDA and certified copy of the same shall be submitted to this office within 60 days from issue of this Transfer Memorandum.
19. That If the transferee/transferor does not abide by the terms and conditions of allotment/Lease and building regulation and directions or any other rules framed by the authority, the lease may be cancelled by the lessor and the possession if 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.

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20. That Transferee will not implement the project before execution of transfer deed.
21. That the transferee shall employ 5% employee out of total labour force from the families whose land have been acquired for the development of the Noida Area.
22. That Transfer is approved subject to submission of No Objection Certificate from A.D.O.(I), PE (JAL), UPSEB and AO (IAA) NOIDA.
23. That the transferee shall be bound by the terms of allotment/lease deed/transfer deed/ as they stand amended from time to time and shall also be bound by all the rules and regulation framed by the Authority in this regard.
24. That the transferee shall be governed by provisions of UP Industrial Area Development Act, 1976.
25. That Transferee shall not mortgage the property to any financial institution including banks without prior written permission from the authority.
26. That In the event of any dispute legal jurisdiction shall be district court of Ghaziabad and Hon'ble High Court of Allahabad.
27. That the attestation of the photo affixed on this document has been attested by the Deed Writer on the identification of the witnesses of this document.

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28. The transferee shall come into commercial production within two years from the date of transfer memorandum. In case of breach of terms & conditions the Lease/Transfer Deed will be cancelled/revoked and the possession shall be resumed by the Authority.

29 That the circle rate of the said land is Rs.1400/- per Sq.Meters which has been fixed by the Collector, Distt. Gautam Budh Nagar (UP).

30. That the Transferor has already applied and obtained the I.T.C.C on form No.34-A (u/s 230A(i) of Income Tax Act-1961) dated 26.11.97 from the office of I.T.O. Concerned.

IN WITNESS WHEREOF, this Transfer Deed has been executed on the day 1st month Dec. and year 1997 herein before mentioned in the presence of the following witnesses :-

WITNESSES =

1. (P.S. Jain)  
S/o Sh. R.C. Jain  
R/o Atta Noida

FOR AND ON BEHALF OF  
THE FIRST PARTY/TRANSFEROR

2. (Sh. R.K. Mittal)  
S/o Sh. Late Dr. S.C. Mittal  
R/o H-46 Sector-25  
Noida

FOR AND ON BEHALF OF  
THE SECOND PARTY/TRANSFEE

Valid Upto-31-3-2010  
Recd Fee Rs. 1000/-  
Deed Written  
S.K. Garg  
Dated by