

**Alka Chopra**

Advocate

Civil Courts, Haridwar

COUNSEL FOR ----

New India Assurance Co. Ltd.

Reliance General Insurance Co. Ltd.

Punjab National Bank

Syndicate Bank

Allahabad Bank

Central Bank of India

State Bank of India

Uttarakhand Gramin Bank

Almora Bank

**AC/SBI/A946/ NEC**

Mo. 9997268830

F-11, Krishana Nagar,

P.O. Gurukul Kangri

Haridwar-249404

**Date 12.05.2022**

To,

The Branch Manager

State Bank of India

SME Haridwar

**NON-ENCUMBRANCE CERTIFICATE**

**Sub: A Plot No. 6 & 7 Sector 3A IIE Haridwar Situated at Sector -3A, IIE SIDCUL, Haridwar Tehsil & Distt. Haridwar Bounded as :**

**East-Plot No.5,**

**West-Plot No.8,**

**North-Plot No. 14 & 15,**

**South-Road of 18 mtr. wide.**

**At present the present owner Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan & Manoj Goyal & Deepak Goyal & Vikas Goyal S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road Rohtak 124001.**

I, have inspected the index register of the office of Sub Registrar, Haridwar for the period 1989 to 2018 respectively. I found no act of recorded encumbrances for the period 01.01.1989 to 16-03-2018, as per the records made available.

Therefore, the property mentioned above and owned by **Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan & Manoj Goyal & Deepak Goyal & Vikas Goyal S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road Rohtak 124001** is free from all recorded encumbrances for the period 01.01.1989 to 14-03-2018 as the records made available,

**ALKA CHOPRA**  
Advocate  
Mob. 9997268830  
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Advocate (U.K.)  
Mob. 9997268830

Encl: Search Receipt No 27/59 & 79/11 on Dated 11-05-2022 of Sub Registrar, Haridwar

# Alka Chopra

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COUNSEL FOR ---  
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AC/SBI/A946/NEC/22

Mo. 9997268830

F-11, Krishana Nagar,  
P.O. Gurukul Kangri  
Haridwar-249404

DATE. 12.04.2022

## ANNEXURE- B: - REPORT OF INVESTIGATION OF TITLE IN RESPECT OF IMMOVABLE PROPERTY.

01.	A). Name of the branch/business unit/ office seeking opinion	SBI, SME branch BHEL, Ranipur		
	B). Reference no. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per instruction.		
	C). Name of the borrower	M/S Jiwan Polycot, Plot No. 6 & 7 Sector -3A, IIE SIDCUL, Haridwar Tehsil & Distt. Haridwar		
02.	A). Name of the unit/concern/company/person offering the property/(ies) as security	Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan & Manoj Goyal & Deepak Goyal & Vikas Goyal S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road Rohtak 124001.		
	B). Constitution of the unit/ concern/person/ body/ authority offering the property for creation of charge.	partnership firm ✓		
	C). State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	AS BORROWER ✓		
03.	CoMinicipal Limits of Haridwarete or full description of the immovable property/(ies) offered as security including following details	A Plot No. 6 & 7 Sector 3A IIE Haridwar East-30 mtr., West-30 mtr., North-60 mtr. , South-60 mtr. 1800 Sq. Mtr. Situated at Sector -3A, IIE SIDCUL, Haridwar Tehsil & Distt. Haridwar Bounded as East-Plot No.5, West-Plot No.8, North-Plot No. 14 & 15, South-Road of 18 mtr. wide.		
	A). Survey no.			
	B). Door no.(in case of house property)	Plot No. 6 & 7. ✓		
	C). Extent/area including plinth/ built up area in case of house property	Having total area of 1800 Sq. Mtr. ✓		
	D). Locations like of the place, village, city, registration, sub-district etc. Boundaries	Sector -3A, IIE SIDCUL, Haridwar Tehsil & Distt. Haridwar.		
	A). Particulars of the documents scrutinized serially and chronologically  Nature of documents verified and as to whether they are original or certified copies or registration extracts duly certified.  Note: only originals or certified extracts from the registering/land/revenue/other authorities be examined.	1- Original Lease deed dated 07-10-2005 Bahi no. 1 Zild 1190/1651 Pages 260/145-196 Document no. 8326-8327 on 07-10-2005 registered in the office of Sub-Registrar Haridwar.		
	Sr. No.	Date	Name/ nature of documents	Original/ certified copy



			certified extract/ photocopy etc	
1.	07-10-2005	Lease deed	Certified copy	Yes
05.	Whether certified copy of all the documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the tire.)			Only Photocopy was given
06.	A). Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?			Yes
	B). If such online/computer records are available whether any verification or crosschecking are made and the comments/ findings in this regard.			Yes
	C). Whether the genuineness of the stamp paper if possible to be was verified from any online portal and if so whether such verification was made?			No
07.	A). Property offered as security falls within the jurisdiction of which sub-registrar office?			SRO Haridwar
	B). Whether it is possible to have registration of documents in respect of the property in question. At more than one office of sub-registrar/district registrar/general. If so, please name all such offices?			No
	C). Whether search has been made at all the office named at (b) above?			N.A.
	D). Whether the search in the office of registering authorities or any other record reveal registration of multiple title documents in respect of the property in question?			No
08.	<p>Chain of title tracing the title from the oldest title deed to the latest deed establishing title of the property in question from the predecessors in title / interest to the current titleholder And wherever minor's interested or other clog on title is involved search should be made for a further period, depending on the need for clearance of such clog on the title</p> <p><b>In the case of property offered as security for loans of Rs. 1.00 Crore and above, search of title/ encumbrances for a period of not less than 30 year is mandatory. (separate sheet can be used)</b></p>			<p><b>Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan &amp; Manoj Goyal &amp; Deepak Goyal &amp; Vikas Goyal S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road Rohtak 124001</b> purchased the said property from <b>State Industrial Development Corporation Limited SIDCUL</b>, a company within the meaning of the Companies Act 1956, and having its registered office at <b>SBI Building Secretariat Dehradun (UK)</b></p> <p><b>The Property in question with other property was the property of State Industrial Development Corporation Limited SIDCUL, a company within the meaning of the Companies Act 1956, and having its registered office at SBI Building Secretariat Dehradun (UK)</b></p> <p><b>The chain of last years is complete.</b></p>





	D). In respect of partition by a decree of court whether such decree has become final and all other condition/formalities are coMinicipal Limits of Haridwareted/compiled with.	NA
	E). Whether any of the documents in question are executed in counterparts or in more than one set? If so additional precautions to be taken for avoiding multiple mortgages.	NA
16.	Whether the title documents include any testamentary documents/ wills?	NA
	A). In case of wills, whether the will is registered will or unregistered will?	----
	B). Whether will in the matter need a mandatory probate and if so whether the same is probated by a competent court?	---
	C). Whether the property is mutated on the bases of will?	----
	D). Whether the original will is available?	---
	E). Whether the original death certificate of the testator is available?	---
	F). What are the circumstances and/or documents to establish the will in question is the last and final will of the testator? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc. Which are relevant to rely on the will, availability of mother/original title deed is to be explained.)	---
17.	A). Whether the property is subjected to any wakf rights?	NA
	B). Whether the property belongs to church / teMinicipal Limits of Haridware or any religious /other institution having any restriction in creation of charges on such properties?	---
	C). Precaution / permissions, if any in respect of the above cases for creation of mortgage?	
18.	A). Whether the property is a half /joint family property, mortgage is created for family benefits/legal necessity, whether the major coparceners have no objection/ join in execution, minor's share if any, right of female member etc.	NA
	B). Please also comment on any other aspect which may adversely affect the validity of security in such cases?	NA
19.	A). Whether the property belongs to any trust or is subjected to the right of any trust?	NA
	B). Whether the trust is a private or public trust and whether trust deed specifically authorized the mortgage of the property?	----
	C). If so additional precautions/ permission to be obtained for creation of valid mortgage?	---
	D). Requirements, if any for creation of mortgage as per the central/ state laws applicable to the trust in the matter.	---
20.	A). If the property is agriculture land, whether the local laws permit mortgage of agriculture land and whether there are any restriction for creation enforcement of mortgage.	NA
	B). In case of agriculture property other relevant records/ documents as per the local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	----
	C). In case of conversion of agriculture land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	----
21.	Whether the property is affected by any local laws or other regulation having a bearing on the certain security (viz.	NA

	Agricultural laws weaker section minorities, land laws SEZ regulation coastal zone regulation environmental clearance etc.)	
22.	A). Whether the property is subject to any pending or proposed land acquisition proceeding?	NA
	B). whether any search / enquiry is made with the land acquisition office and the outcome of search/enquiry.	----
23.	A). Whether the property is involved in or subject matter of any litigation which is pending or concluded?	NA
	B). If so whether such litigation would adversely affect the creation of a valid mortgage or have any iMinicipal Limits of Haridwarication of its future enforcement?	----
	C). Whether the title documents have any court seal/markings which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal marking.	----
24.	A). In case of partnership firm, whether the property belongs to the firm and the deed is property registered.	NA
	B). Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been coMinicipal Limits of Haridwareted as per applicable laws?	----
	C). Whether the person(s) creating mortgage has/ have authority to create mortgage for and on behalf of the firm.	----
25.	Whether the property belongs to a limited company, check the borrowing powers, board resolution authorization to create mortgage/ execution of documents charges, registration of any prior charges with the company registrar (roc) articles of association/ provision for common seal etc.	NA
26.	In case of societies association the required authority/ power to borrower and whether the mortgage can be created and the requisite resolutions, bye-laws.	----
27.	A). Whether any POA is involved in the chain of title.	No
	B). Whether the POA is involved is one coupled with interest i.e. a development agreement cum power of attorney. If so, please clarify whether the same is registered document and hence it has created an interest in favor of the builder/ developer and as such is irrevocable	No
	C). In case the title documents is executed by the POA holder, please clarify whether the POA involved is (I) one executed by the builders viz. Companies/ firms/ individual or property concerns in favor of their partners/ eMinicipal Limits of Haridwaroyees/ authorized representatives to sign flat allotment letters, NOCs, agreement of sale, sale deed etc. In favor of buyers of flats/ units (builder's POA) or (ii) other type of POA (common POA)	NA
	D). In case of builder's POA whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	NA
	E). In case of common POA (i.e. POA other than builder's POA) please clarify the following clauses in respect of POA.	----
	I. Whether the original POA is verified and the title investigation is done on the basis of original POA?	No
	ii. Whether the POA is a registered one?	
	iii. Whether the POA is a special or general one?	
	iv. Whether the POA contain a specific authority for execution of title document in question?	
	F). Whether the POA was in force and not revoked or had become invalid on the date of execution of the documents in	No

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 Chamber No.-566  
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	the question? (Please clearly whether the same has been ascertained from the office of sub-registrar also?)	
	G). Please comment on the genuineness of POA?	
	H). The unequivocal opinion on the enforceability and validity of the POA?	No
28.	Whether mortgage is being created by a POA holder, check genuineness of the power of attorney and the extent of the power given therein and whether the same is property executed/ stamped authenticated in term of the law of the place where it is executed.	NA
29.	If the property is a flat/ Residential / commercial coMinicipal Limits of Haridwarex, check and comment on the following. A). Promoters / land owners title to the land / building. B). Development agreement power of attorney. C). Extent of authority of the developer/ builder. D). Independent title certification of the land / or building in question. E). Agreement of sale (duly registered) f). Payment of proper stamp duty. G). Requirement of registration of sale agreement development agreement POA etc. H). Approval of building plan permission of appropriate / local authority etc. I). Conveyance in favor of society condominium concerned. J). Occupancy certificate allotment letter/ letter of permission K). Membership details in the society etc. L). Share certificates. M). No objection letter from the society. N). All legal requirements under the local / municipal laws regarding ownership of flats/ apartments/ building regulations development control regulations. Co-operative societies law etc. P). If the property is a vacant land and construction is yet to be made approval of lay out and other precaution, if yes Q). Whether the numbering pattern of the unites/ flats tally in all documents such as approval plan, agreement plan, etc.	NA
30.	Encumbrances attachments and/or claims whether of government central or state or other local authorities or third party claims, liens etc and details thereof.	NA
31.	The period covered under the encumbrances certificate and the name of the person in whose favor the encumbrance is certified and if so satisfaction of charge, if any.	30 years 1989 to 2018
32.	Details regarding property tax or land revenue or other statutory dues paid/ payable as on date and if not paid what remedy?	Paid
33.	A). Urban land ceiling clearance whether required and if so, Details thereon. B). Whether No Objection Certificate under the Income Tax Act is required/ obtained.	NA
34.	Details of RTC the extracts/ mutation extracts/ Katha extracts pertaining to the property in question.	No
35.	Whether the name of mortgagor is reflected as owner in the revenue / municipal / Village records?	Yes
36.	A). Whether the property offered as security is clearly Demarcated. B). Whether the demarcation/ portion of the property is legally valid. C). Whether the property has clear access as per	Yes

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Chamber No.-568  
Distt. & Session Court  
Roshnabad, Haridwar (U.K.)  
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2005

37.	documents? Whether the property can be identifying from the following documents, and discrepancy/ doubtful circumstances, if any relevant on such scrutiny? A). Documents in relation to electric connection. B). Documents in relation to water connection. C). Documents in relation to Sale Tax registration, If any applicable; D). Other utility bills, if any.	No
38.	In respect to the boundaries of the property, whether there is a Difference / discrepancy in any of the title documents or any other documents (Such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate / comment on the same.	No
39.	If the value report and/or approved/ sanctioned plan are made available, please comment on the same including the comments on the description and boundaries of the property on the said documents and that in the title deeds. (If the valuation report and or approved plan are not available at the time of TIR, please provide these comments subsequently, on making the same available to the advocate.)	No
40.	Any bar/ restriction for creation of mortgage under any local or special enactments, detail of paper registration of documents, payments of paper stamp duty.	No
41.	Whether the Bank will be able to enforce SARFESI Act, If required against the property offered as security?	Yes
42.	In Case of absence of original title deeds. Details of legal and other requirements for creation of a proper valid and enforceable mortgage by deposit of certified extracts duly certified etc. as also any precautions to be taken by the bank in this regard.	NA
43.	Whether the governing law/ constitutional documents of the mortgage (other than neutral person) permits creation of mortgage and additional precaution. If any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of the title as per local laws.	NA
45.	Additional suggestion, if any to safeguard the interest of Bank/ ensuring the precautions of the security.	
46.	The specific person who are required to create mortgage/ to deposit documents crating mortgage.	Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan & Manoj Goyal & Deepak Goyal & Vikas Goyal aLL S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road Rohtak 124001. <b>ALKA CHOPRA</b> Advocate Chamber No.-566 Distt. & Session Court Roshnabad, Haridwar (U.K.) Mob. : 9891268830

Date: 12.05.2022

Place: HARDWAR

ALKA CHOPRA

Signature of the Advocate



**CERTIFICATE OF TITLE**

I have examined the original Title Deeds intended to be deposited relating to the schedule property/(ies) and offered as security by way of **\*Registered/ Equitable/ English Mortgage (\*Please specify the kind of mortgage)** and that the documents of title referred to in the Opinion are valid evidence of Right, title and interest and that if the said Registered/ Equitable Mortgage is created, it will satisfy the requirements of creations of Registered/ Equitable Mortgage and I further certify that:

1. I have examined the documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors
2. I confirm having made a search in the Land/ Revenue Records. I also confirm having verified and checked the records of the relevant Government offices/ Sub Registrar office property / Revenue Records, Municipal/ Panchayat office, Land Acquisition office registrar of companies office, *wakf* Board (wherever Applicable). I do not find anything adverse, which would prevent the title Holders from creating a valid mortgage. I am liable/ responsible if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
3. Following security of property / Municipal Records and relative Title Deeds Certified Copies of such title deeds obtained from the concerned Registrar office and encumbrances Certificate. I hereby certify the genuineness of the Title Deeds. Suspicious / Doubt, if any, has been clarified by making necessary enquires.
4. There are no prior Mortgage / Charges / encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.1989 to 16-03-2018 pertaining to the Immovable Property (ies) covered by above said Title Deeds. The property is free from all encumbrances.
5. In case of second / subsequent charge in favor of the Bank, there are no other mortgage / charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).
6. Minor /(s) and his/their interest in the property (ies) is to the extent of (specify the share of the Minor with name). (Strike out if not applicable).
7. The mortgage if created will be available to the bank for the liability of the intending borrower: **Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan & Manoj Goyal & Deepak Goyal & Vikas Goyal S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road**

**Rohtak 124001** has an absolute, clear and marketable title over the schedule property (ies).

8. I certify **Sh. Jiwan Ram Goyal S/o Sh. Suraj Bhan & Manoj Goyal & Deepak Goyal & Vikas Goyal S/o Sh. Jiwan Ram Goyal R/o H. No. 1031, Green Road Rohtak 124001** has/have an absolute, clear and marketable title over the schedule property (ies). I further Certify that the above title deeds are genuine and a valid mortgage can be created and the said mortgage would be enforceable.
9. In Case of creation of Mortgage by deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage. Lease deed registered at Bahi no. 1 Zild 1190/1651 Pages 260/145-196 Document no. 8326-8327 on 07-10-2005 registered in the office of Sub-Registrar Haridwar. The Bank will be able to enforce SARFAESI Act 2002, If required against the property offered as security.

There are no legal impediments for creating of the mortgage under any applicable law/ rules in force.

#### **SCHEDULE OF THE PROPERTY / IES**

**Sub: A Plot No. 6 & 7 Sector 3A IIE Haridwar East-30 mtr., West-30 mtr., North-60 mtr., South-60 mtr. 1800 Sq. Mtr. Situated at Sector -3A, IIE SIDCUL, Haridwar Tehsil & Distt. Haridwar Bounded as East-Plot No.5, West-Plot No.8, North-Plot No. 14 & 15, South-Road of 18 mtr. wide.**

**Date: 12.05.2022**

**Place: HARDWAR**

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Advocate  
Chamber No.-566  
Distt & Session Court  
Roshnabad, Haridwar (U.K.)  
**ALKA CHOPRA** 268830

**Signature of the Advocate**



This Lease Deed can not be  
Transferred / Mortgaged without  
Prior Approval of SIDCUL

Dy. General Manager  
SIDCUL

## LEASE DEED

Industrial Area, II E, Ranipur Haridwar  
Plot No. 6,7 Sector 3A

THIS LEASE DEED made on the \_\_\_\_\_ day of \_\_\_\_\_  
in the year two thousand and \_\_\_\_\_ and corresponding to Saka Samvat \_\_\_\_\_  
between **State Industrial Development Corporation of Uttarakhand Limited (SIDCUL)**, a  
company within the meaning of the Companies Act, 1956, and having its registered office at SBI  
Building Secretariat Dehradun (Uttarakhand) and Head Office at 2, New Cantt Road, Dehradun  
(hereinafter referred to as the "**Lessor**") which expression shall unless the context does not so  
admit, include its successors and assigns) of the one part,

AND

Shri/Smt./Km. \_\_\_\_\_, aged about \_\_\_\_\_ years,  
S/o \_\_\_\_\_ R/o \_\_\_\_\_

OR

Shri/Smt./Km. \_\_\_\_\_, aged about \_\_\_\_\_ years,  
S/o \_\_\_\_\_ Proprietor of proprietary firm by the  
name of \_\_\_\_\_ /Karta of Joint Hindu Family Firm,  
by the name of \_\_\_\_\_ having its  
office at \_\_\_\_\_;

OR

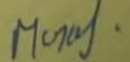
1. Shri/Smt./Km. Jiwan Ram Choudhary, aged \_\_\_\_\_ years,

  
Regional Manager

S/o Suresh Bhan R/o H.No-1031, Green Road, Rohatki-124001  
For Jiwan Polycot

State Industrial Dev. Corp. of U.A. Ltd.

II E, II A

  
Partner

- Shri/Smt./Km. Manoj Goyal, aged \_\_\_\_\_ years,  
 S/o Siwan Ram Goyal R/o H. No. 1031, Green Road, 124001, Rohitak
3. Shri/Smt./Km. Deepak Goyal, aged \_\_\_\_\_ years,  
 S/o Siwan Ram Goyal R/o H. No. 1031, Green Road - 124001, Rohitak
4. Shri/Smt./Km. Vikas Goyal, aged \_\_\_\_\_ years,  
 S/o Siwan Ram Goyal R/o H. No. 1031, Green Road Rohitak - 124001
5. Shri/Smt./Km. \_\_\_\_\_, aged \_\_\_\_\_ years,  
 S/o \_\_\_\_\_ R/o \_\_\_\_\_
6. Shri/Smt./Km. \_\_\_\_\_, aged \_\_\_\_\_ years,  
 S/o \_\_\_\_\_ R/o \_\_\_\_\_

Having its office at Plot no-627, Sector 3A, IIE, Haridwar, a  
 registered/Unregistered partnership firm under the Indian Partnership Act, 1932 and duly authorised by  
 the Partnership Deed dated \_\_\_\_\_ /duly authorised by General Power of Attorney executed  
 \_\_\_\_\_ and registered on \_\_\_\_\_ as Document No. \_\_\_\_\_, Book No. \_\_\_\_\_,  
 Volume No. \_\_\_\_\_ at pages \_\_\_\_\_ to \_\_\_\_\_ with sub- Registrar of Assurances, \_\_\_\_\_;

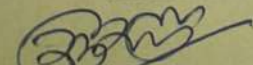
OR

\_\_\_\_\_, a Society registered under the  
 Societies Registration Act, 1860 or the relevant State enactment, having its office at  
 \_\_\_\_\_, through Mr. \_\_\_\_\_ the  
 Secretary/ President of the said society, duly authorised by Article \_\_\_\_\_ of the Memorandum of  
 Association of the said Society;

OR

\_\_\_\_\_, a Private/public limited company  
 incorporated under the Indian Companies Act, \_\_\_\_\_ and having its registered office at  
 \_\_\_\_\_, through its \_\_\_\_\_  
 Mr. \_\_\_\_\_, who has been duly authorised by a resolution passed by the  
 Board of Directors of the said Company, in its Meeting held on \_\_\_\_\_;

Hereinafter referred to as the "Lessee" (which expression shall, unless the context does not so admit,

  
 Regional Manager

e Industrial Dev. Corp. of U.A. Ltd.

I. I. E., Haridwar

For Jiu'an Polycot

Manoj  
 Partner



...ude its legal heirs, executors, administrators, successors and permitted assigns, as the case may be), of  
ne other part;

**WHEREAS:**

- A. The State of Uttaranchal has conveyed title, rights and interest in the land admeasuring 1800  
Sqm. Situated at Village Salemput Mehadood  
District, Uttaranchal to the Lessor, vide G.O. No. —, issued on —, including  
details of Khasra Nos. specified in the said G. O., for the purpose of setting up an Integrated Industrial  
Estate/Industrial Area and the Lessor has subdivided the above land into plots and intends to grant leasehold  
right in such Subdivided plots for the purpose of erecting on each plot a factory/Unit, according to the  
Rules and Byelaws under the Factories Act, 1948 and building plans, as approved by the Corporation,  
Municipality or other competent authorities, as may be applicable.
- B. The amount of premium mentioned in Clause 1 hereinafter is provisional and the Lessee shall pay  
the additional premiums as hereinafter provided in Clause 2.2 (a) and Clause 2.2 (b), as and when determined  
by the Lessor.
- C. The Lessor has agreed to grant of lease and the Lessee has agreed to take on lease a plot of land  
admeasuring 1800 sqm, bearing Plot No. 687 Sector 3A, Industrial Area  
11F, Rampur, Haridwar District, Uttaranchal. The details  
of the said plot are described in **Schedule A** annexed hereto, subject to the terms and conditions hereinafter  
manufacturing Polypropylene/Multifilament Texturing Yarn and  
allied/ancillary activities, incidental thereto, ("the Unit"), as per the design and building plan, approved by  
the Corporation/ Municipal or other concerned local authority, within the Industrial Area,  
11F, Rampur, Haridwar District, Uttaranchal.

**NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:**

**1. LEASE:**

- 1.1 Subject to the provisions of this Deed, the Lessor hereby grants lease of the plot of land admeasuring  
1800 sqm, bearing Plot No. 607 sec<sup>3A</sup>, ("the Demised Land") Industrial Area,  
11F, Rampur Haridwar Uttaranchal to the Lessee and the Lessee  
hereby accepts the lease for the Demised Land for a period of Ninety (90) years ("Term") from  
the date hereof, except and always reserving to the Lessor the right to:

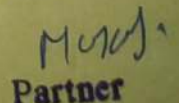
- (a) (i) Within the period of Twenty Four (24) months from the date of letter of allotment of the

  
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For Jiwan Polycot

  
Partner



Demised Land i.e. 22-09-04 ("Stipulated Period") the Lessee shall built and erect construction, execute works and complete installation of plant and machinery and commence production in its Unit.

(ii) However, in case the Lessee is unable to commence production in its Unit, within the Stipulated Period for reasons attributable to the Lessor or any State/Central Governmental authority or any local authority/body having jurisdiction, on an application from the Lessee with supporting document, the Lessor shall extend the Stipulated Period, by such period (s).

(iii) In addition, in case the Lessee is unable to commence production in its Unit, within the Stipulated Period, for reasons not covered under the preceding sub-clause, on an application from the Lessee, the Lessor shall consider such application, on merits and may grant such extension(s), as it may deem appropriate, subject to payment of Extension Fee, as may be specified by the Lessor. In case, the Lessor grants extension, the Stipulated Period shall stand extended and thereupon the obligation hereunder of the Lessee to complete the building shall be taken to such extended period.

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

(iv) In case the Lessor, takes a decision not to grant extension as envisaged in Clause 1.1 (a) (iii) above and determines this Deed, the Lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and properties, if any, deposited by them, or their agents, in the Demised Land, after paying all dues, rent and all municipal and other taxes, rates and assessment dues, and any other dues, occurring to the Lessor as on the date of such termination of Lease and to remove the materials from the Demised Land within sixty (60) days of the date of termination of this Deed.

(v) Notwithstanding any such default of the stipulation contained in Clause 1.1 (a) (i) above and in case the Lessor proposes to determine the Lease as envisaged in Clause 1.1 (a) (iv) above, the Lessor shall be given 60 days written notice to the Lessee, indicating its decision to determine the Lease and terminate the Lease Deed.

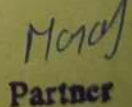
(b) In case, any mineral is found in the Demised Land and the Lessor requires any part of the Demised Land, for the purpose of mining such mineral, the Lessee shall be entitled to compensation for such portion of the Demised Land or in case, if the Lessee, is unable to conduct its business, at its sole

  
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L. I. E., Haridwar

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Partner



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

## 2. PAYMENTS AND TERMS OF PAYMENT:

2.1. The Lessee hereby agrees to pay an amount of Rs. 560/2 per square meter, amounting to Rs. 1008000/- (Rupees Ten lac Eight Thousand Only), for the Demised Land as provisional land premium. In addition, to the above, the Lessee hereby agrees to pay Locational Charges, if applicable, @ 5% of the provisional land premium (for plots situated on roads with width of 45 metres and above) and an additional 5% of the provisional land premium, towards plot having two or more side road.

2.2. Out the provisional land premium, the Lessee has hereby paid, a part thereof, amounting to Rs. 630120 = 77 (Rupees Six lac Thirty Thousand Seven Hundred and Seventy Seven P Only); the receipt whereof the Lessor hereby accepts and acknowledges. The balance amount of the provisional land premium of Rs. 377871 = 23 (Rupees Three lac Seventy Seven Thousand Eight Hundred Only) for the Demised Land is to be paid in 3 half yearly installment, along with interest @ 12 % per annum on the total outstanding provisional land premium for the Demised Land as on the date of payment of installment, from time to time as follows:

- (a) Rs. 125871 = 23 on the 01-01-2006  
 (b) Rs. 126000 = 00 on the 01-07-2006  
 (c) Rs. 126000 = 00 on the 01-01-2007  
 (d) Rs. / on the /20

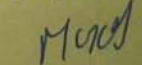
Provided that if the Lessee pays the installments and the interest on the due dates and there are no over dues on any account the Lessor will grant to the Lessee, a rebate @ 3% per annum on the interest.

  
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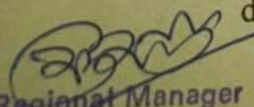
For Jiwan Polycot

  
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**NOTE:**

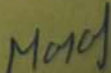
- (1) The interest on the installment of provisional land premium shall be payable half-yearly on the 1<sup>st</sup> day of January and 1<sup>st</sup> day July each year; the first of such payment is to be made on the 1<sup>st</sup> day of \_\_\_\_\_ 20 \_\_\_\_\_;
- (2) Liability for payment of the provisional land premium in installments including the interest referred to above, shall be deemed to have accrued from the date of issue of letter of allotment for the Demised Land;
- (3) The payments made by the lessee will be first adjusted towards the interest due, if any, and thereafter towards the Maintenance Charges, if any, and the balance, if any, shall be appropriated towards the provisional land premium and thereafter towards the annual lease rent notwithstanding any request by the Lessee in this regard;
- 2.3. In addition, to the provisional land premium, during the Term of the Lease envisaged herein, the Lessee shall pay an annual rent ("**Rent**") of Rs. 9000/-  
(Rupees Nine Thousand Only Only)  
payable in advance or before the 30<sup>th</sup> day of April [every year for that financial year, from the date of issued of letter of allotment for the Demised Land; the Lessee has paid an amount of Rs. 9000/- (Rupees Nine Thousand Only Only), towards the Rent payable, for the current year computed pro rata, ending the 31<sup>st</sup> day of March [2006, if applicable, which amount the Lessor hereby accepts and acknowledges.  
In case, the Rent is not paid in advance by the Lessee, on or before the 30<sup>th</sup> day of April[ for the current year, the same shall carry interest @ 12% from the 30<sup>th</sup> day of April, till such Tent is received by the Lessor.
- 2.4. The provisional premium mentioned in Clause 2.1 above, includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the Demised Land forms part of, and the estimated costs for laying for roads, parks and other public utility services. but should the final cost of acquisition of the whole of the said land or any part thereof goes up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessor shall request the Lessee to make such proportionate additional premium amount and the Lessee shall upon receipt of intimation from the Lessor, which demand shall not be delayed beyond a period of three years from the date, the final cost of acquisition is determined, pay within sixty (60) days to the Lessor, the additional premium representing the

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

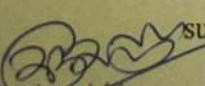
### 3. MAINTENANCE FEE:

- 3.1. That the Lessor is entitled to demand and receive from the Lessee, annual recurring charge/fee, from the date hereof, or from the date issued of letter of allotment date 22-9-04 of the Demised Land to the Lessee, Whichever is later, for providing services to the Demised Land, including supply of water, maintaining roads, culverts, drains, storm water drains, sewerage, parks, and other common facilities and services indicating but not limited to waste water collection system & CETP ("**Maintenance Service**"). The charge/fee for providing Maintenance Service will be based on the actual total costs and expenses, to be incurred by the Lessor, in order to provide the same to the Industrial Area and the Lessee is required to pay charges, proportionate to the size of the Demised Land ("**Maintenance Charges**"). The Lessor will intimate in advance, the Maintenance Charges, payable for the calendar year on or before January 31, of every year and the same shall be paid by the Lessee, on or before June 30 of every such year. In case of default in payment of Maintenance Charges, the Lessee is liable to pay interest @ 12% p.a. from July 1, of every such year till receipt of payment by the Lessor. In case, Maintenance Charges are not paid by the Lessee, for a Calendar year on or before December 31, of such years, at the discretion of the Lessor, such amount in default, can be recovered from the Lessee, as arrears of land revenue.
- 3.2. In case, majority of the lessees in the said Industrial Area for an Association/Society and on receipt of an application received from such Association/Society, seeking permission to provide Maintenance Services in the Industrial Area, the Lessor, in its sole discretion, subject to conditions as it may deem appropriate, may transfer to such Association/Society, the right and obligation to provide Maintenance Services in the Industrial Area.
- 3.3. In case, the right and obligation to provide Maintenance Service in the Industrial Area is transferred to the Association/Society, the Maintenance Charges remitted to the Lessor by the lessees in the Industrial Area, will be transferred to the Association/Society, by the Lessor.
- 3.4. Lessor in order to enable a hassle free green and clean environs, endeavors to develop special projects under private sector participation (PSP) model. To make such projects viable it shall follow Use pay or Polluter Pay the Principle wherein all units in IIE-Haridwar/Pantnagar levied Tariff based on Volume & Toxicity of effluent or sewage discharge by industrial units. Such Tariff schedule shall be notified by SIDCUL post award of such special project and shall be binding upon all units.



#### 4. RIGHTS AND OBLIGATIONS OF LESSEE:

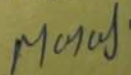
- 4.1. That the Lessee will bear, pay and discharge, from time to time and at all times during the Term of the Lease granted herein, all rates, taxes, charges, claims and outgoing chargeable against the Lessor, in respect of the Demised Land and assessment of every description which during the said Term which may be assessed, chartered or imposed upon either on the Lessor or the Lessee in respect of the Demised Land or building to be erected thereupon, by the Lessee.
- 4.2. That whenever Municipal Corporation/Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of the Lessor, the Lessee will be liable to pay and discharge all rates, charges, claims and outgoings, chargeable, imposed or assessed of every description, which may be charged, assessed or imposed upon them by the said Local Body, in respect of the Demised Land and the Lessee will abide by the rules and directives of such Local Body.
- 4.3. That the Lessee will neither make any excavation upon any part of the Demised Land nor remove any stone, sand gravel, clay, earth or any other materials(s) therefrom, except so far as may be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized and for leveling and dressing the Demised land, covered by this Deed.
- 4.4. The Lessee shall not at any time without the previous consent in writing of the Lessor, use the Demised Land or the buildings thereon or permit the same to be used for any purpose other than that of setting up the Unit and other activities ancillary and incidental thereto.
- 4.5. That the Lessee will keep the Demised Land and the buildings to be erected thereon at all times, in a state of good, substantial and sanitary condition.
- 4.6. That the Lessee shall observe all rules and regulations regarding maintaining health and safety, as prescribed by the concerned authority and will not carry on or permit to be carried on the Demised Land any obnoxious trade or business whatsoever or use the same or permit the use of same for any religious purpose or any purpose other than for the purpose mentioned hereinbefore without the previous consent in writing, of the Lessor and the municipal or other local authority, as the case may be, subject to such terms and conditions as the Lessor/such Municipal or other local authority and the Uttaranchal State Effluents Board/ Uttaranchal Water (Prevention and Control of Pollution) Board or any other authority may impose, from time to time. Further the Lessee will not do or suffer to be done, on the Demised Land or any part thereof, any act or thing which may be or

  
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I. I. E., Haridwar

For Jiwan Polycot

  
Partner



become a nuisance, cause damage, annoyance or inconvenience to the Lessor or municipal or other local authority or occupiers of other plots in the neighborhood.

- 4.7. The Lessee, shall at its own expense plant trees on the periphery of the Demised Land (one tree per 200 square metres and one tree at a distance of 15 meters on the frontage of Demised land, facing the road or part thereof) and shall maintain the trees so planted in good condition throughout the Term, hereby created under these presents.
- 4.8. 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 building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal or local authority, in respect of the said works or of anything done under the authority of the Lessee.
- 4.9. That the Lessee shall establish at its own cost an appropriate and efficient primary effluent treatment system / plant and shall ensure that it is ready and functional as per the norms and specifications, laid down or stipulated by the State Pollution Control Board or any other authority established by laws for the time being in force, before production in commenced in the Unit proposed to be set up on the Demised Land, covered by these presents. All effluents generated from the lessee's Primary effluent treatment plant shall necessarily be discharged in to the Waste Water Collection System set up be a private operator and treated at the CETP. No Lessee can use any other plant or process, whatsoever, for secondary and/ or tertiary treatment of the effluents.
- 4.10. That the Lessee at its own cost shall erect buildings, on the Demised Land in accordance with the lay out plan, elevation and design and in a position to be approved both by the municipal/ local authority and Lessor, in writing and in a substantial and workman like manner, buildings and other structures, to be used as Industrial factory with all necessary out houses, sewers, drains and other appurtenances and proper conveniences thereto according to municipal/ local authority's rules and bye-laws in respect of building drains, latrines and connection with main water line and sewars and will commence such construction within a period of nine months from the date of these present, or from the date on which physical of the Demised Land is handed over to the Lessee, which ever occurs later. Further the Lessor may in its sole discretion, grant such extension, at the request of the Lessee and the Lessee shall complete, the same fit for use and commence the manufacturing and production from the Unit, within the Stipulated Period from the date of these presents or the date on which physical possession of the Demised Land is handed over to the Lessee under these presents, whichever occurs later and within such extended time as may be allowed by the Lessor in writing in its discretion, on the request of the Lessee.

4.11. The Lessee shall utilize such area, as in accordance with the applicable byelaws for the Industrial

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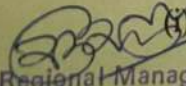
I I E., Haridwar



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

- 4.12 That the Lessee will not make or permit any major constructions or erections or permit to be erected any new building without prior permission of the Lessor and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by the Lessor and the municipal/local authority requiring it so to do, correct such deviation as aforesaid, in writing, and if the Lessee fails to correct such deviation within a period of sixty (60) days from the receipt of such notice, then it shall be lawful for the Lessor or municipal/ local authority, to cause such deviation to be rectified at the expense of the Lessee, which expense the Lessee hereby agrees to reimburse to the Lessor and/ or municipal/ local authority, the quantum thereof, will be determined by the Lessor/ municipal / local authority as the case may be. The decision of the Lessor/ municipal / local authority, as the case may be in this regard shall be final and binding on the Lessee. The restriction contained above, is without prejudice to the rights of the Lessee, to carry out repairs, erections for the purpose of safeguarding or strengthening the existing constructions/ buildings or for carrying out modernization/ improvement, of the Unit.
- 4.13. That the Lessee will provide and maintain, at its own cost, in good condition a properly constructed approach road or path to the satisfaction of the Lessor / Municipal or other local authority, leading from the public road to the Demised Land.
- 4.14. That the members, directors, officers and subordinates or agents, surveyors, workmen and other authorized representatives/employees of the Lessor shall have access to the Demised Land and shall have the implied right and authority to enter upon the Demised Land and the buildings to be erected thereon, to inspect and view the state and progress of the works and for all reasonable purposes at all reasonable times, after given advance notice in writing to the Lessee.
- 4.15. That the Lessee will not erect any buildings, constructions or structures except compound wall, gates and security post(s) at any portion of the Demised Land within As per LDR & building bylaws of SIDCOL feet from the boundary sides thereof as marked in **Schedule A** hereto and shall not:

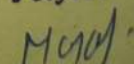
(i) Destroy any part of the building or other structures contiguous/ adjacent to the Demised Land;

  
Regional Manager

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For Jiwan Polycot

  
Partner

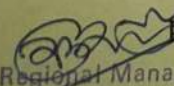


or (ii) Keep the foundation, tunnels or other pits in the Demised Land open or exposed to weather causing any injury to contiguous or adjacent buildings, or (iii) Dig any pits near the foundation of any buildings(s) thereby causing any injury or damage to such buildings; (iv) Will not erect or permit to be erected at any part of the Demised Land any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

- 4.17. That the Lessee shall seek and obtain insurance cover for the entire plant and machinery to be installed in the Demised Plot and shall continue to renew/ seek and obtain insurance cover for the plant and machinery in the Demised Plot for the Term of this Lease. Further, the Lessee will submit to the Lessor, the copy of the insurance cover not and other documents/ details in relation to such insurance cover, upon obtaining such insurance cover and upon every renewal, during the Term of this Lease.

## 5. RIGHTS AND OBLIGATIONS OF THE LESSOR:

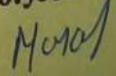
- 5.1. The Lessor hereby agrees that the Lessee, subject to observing all the aforesaid conditions, shall peacefully HOLD and ENJOY the Demised Land during the Term of the Lease without any interruption by the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lessee or by any person claiming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

  
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I. I. E., Haridwar

For Jiwan Polycot

  
Partner



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

5.3. The Lessor may allow any public utility service(s), such as electric posts or cables, other than towers/pylons and high voltage cable/lines, water supply and sanitary/sewerage lines, or telegraph/telephone post(s) or cables to be taken through the Demised Land and the Lessee shall not be entitled to any compensation in respect of the same including compensation, if any, relating to the space occupied by such public utility service, PROVIDED THAT, before allowing such public utility service to utilise the Demised Land, the Lessor shall give written notice of sixty (60) day to the Lessee and also, the Lessor, while allowing such public utility service(s) to be taken through the Demised Land, will cause only the minimum possible hindrance to the Demised Land and/or structures or buildings standing thereon.

5.4. That the Lessor will not exercise its option of determining the lease nor hold the Lessee responsible to make good any damages to the Demised Land or any part thereof, if the same is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, if the same has been caused due to fire, tempest, earthquake, flood, inundation or violence of any army or a mob or other irresistible force or any Force Majeure Event.

## 6. BORROWINGS FROM BANKS AND OTHER FINANCIAL INSTITUTIONS:

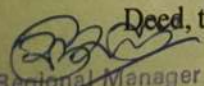
6.1. That the Lessee shall arrange the required funds towards land premium, rent, construction of buildings/ structures, installation and erection of plant and machinery and towards other financial needs, for operating the Unit. The Lessee is empowered to take loans/ borrowings from Banks and other Financial Institutions or through any other source, on the security of the lease rights in the Demised Land and the Buildings, structures, plant, machinery and goods in trade etc.

6.2. That in case the Lessee commits any default in repayment of the borrowings, the lender for the purpose of recovery of its dues, shall have all the power to initiate appropriate proceedings against the Lessee, including eviction proceedings against the Lessee and shall be entitled to seek and obtain transfer of lease rights to any other person or to occupy the Demised Land itself, subject to making payment of any outstanding dues and other charges penalties payable by the Lessee, to the Lessor.

## 7. TRANSFER OF LEASE:

7.1. That the Lessee being an individual, declares, undertakes and affirms that during the Term of this

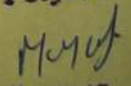
Deed, the Lessee shall not transfer, assign, create joint possession, or otherwise part with the

  
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For Jivan Polycot

  
Partner



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

OR

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

OR

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

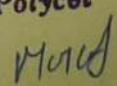
However, the use/ occupation/ enjoyment of any part of whole of the Demised Land including the Unit to be set up therein, by any group Company, subsidiary, affiliate of associate Company, Agent, Distributor, Dealer or Contractor of the Lessee-Company, or by operation of law, shall not be construed to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

  
Regional Manager

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I I E., Haridwar

For Jiwani Polycot

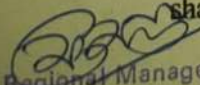
  
Partner



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

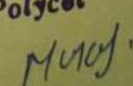
Provided further that if at any time, the financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the Demised Land in exercise of any right vested in it by virtue of the deed or deeds executed in its favour by the Lessee, at the time subsequent to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

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

  
Regional Manager

Industrial Dev. Corp. of U.A. Ltd.  
Haridwar

For Jiwan Polycot

  
Partner



**8. RECOVERY OF DUES:**

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

**9. JURISDICTION AND ARBITRATION:**

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

**10. OTHER TERMS AND CONDITIONS:**

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

State Electricity Board or any other authority/ Company, in this regard.

  
Regional Manager

Industrial Dev. Corp. of U.A. Ltd.

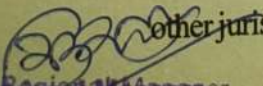
L. I. E., Haridwar

For Jiwan Polycot

  
Partner



- 10.3. All notice, consents and approvals which are to be given and notification of any decision by the Lessor shall be in writing and signed on behalf of the Lessor, by the authorised person and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/ speed post, even through returned unserved on account of refusal by the Lessee, addressed to the Lessee at the usual or last known place of business of office or at the Demised Land under these presents or at the address mentioned in these presents or if the same has been affixed to the office building upon the Demised Land. The Lessee will include SIDCUL Industrial Area in its address, in all its correspondence with the Lessor.
- 10.4. The Managing Director of the Lessor shall exercise all powers excisable by the Lessor under this Deed. The Lessor may authorize any other Officer or Officers of the Lessor, to exercise all or any of the powers exercisable by him under this Deed.  
Provided that the expression Managing Director shall include the Managing Director of the Lessor for the time being or any other Officer of the Lessor, who is entrusted by the Lessor with function similar to the Managing Director of the Lessor.
- 10.5. That the determination of this Deed shall in no way prejudice or affect the rights of the Lessor to recover from the Lessee, costs and expenses to rectify/ restore, any damage which may have been caused to the Demised land by the Lessee or any one acting on its behalf, during the Term of this Deed.
- 10.6. This Deed sets forth the entire agreement and understanding between the Parties as to the subject matter hereof. Except as otherwise provided expressly herein, no modification, amendment or supplement to this Deed shall be effective and binding, for any purpose unless the same is in writing and duly signed by the parties hereto.
- 10.7. The rights granted or obligations assumed hereunder, shall not be assigned or transferred by the Parties, without the prior written consent of the other Party.
- 10.8. No failure by either party to enforce any of the provisions of this Deed at any time or for any period of time shall be construed as a future waiver of such provisions or the right of the other party thereafter to enforce any of the provision of this Deed.
- 10.9. Any provision of this Deed, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or influenceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision, in any other jurisdiction.

  
Regional Manager

State Industrial Development Corporation Ltd.

I. I. E., Haridwar

For Jiwan Polycot

  
Partner



1010. The obligation of the Parties hereto shall be deemed to have been suspended and there shall be no liability for damages so long as and to the extent that the performance of this Deed by either/both Party(ies) is/are prevented, hindered, delayed or otherwise rendered impracticable as a result of acts of God, War, riot, insurrection, labour disputes, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected, any such event, circumstance or condition being a "Force Majeure Event".
- 10.11. Section headings in this Deed are included herein for convenience of reference only and shall not affect in any way the meaning or interpretation of this Deed.
- 10.12. This Deed may be executed in counterparts, each of which when executed and delivered shall be an original and all of which when taken together shall constitute one and the same instrument.
- 10.13. Nothing in this Deed, expressed or implied, is intended to confer on any person other than the Parties hereto, their respective successors and permitted assigns any rights, remedies, obligations of liabilities under or by reason of this Deed.
- 10.14. All expenses towards execution and registration of this Deed including stamp duty, registration charges etc. thereof shall be borne by the Lessee.

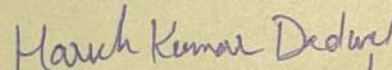
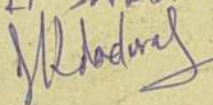
IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

  
Regional Manager

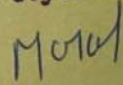
State Industrial Dev. Corp. of U.A. Ltd.

I. I. E., Haridwar  
For and on behalf of

State Industrial Development Corporation of Uttaranchal Ltd.

1. Witness:   
✓ S/o Sh. Onkar Singh  
M-22, Phase II, Shikhar Colony Haridwar
2. Witness: T 

For and on behalf of

For Jivan Polycot  
  
Partner

1. Witness: Tasbeer S/o Sh. Man Chand  
✓ V.S.P.O - Brahman Vas  
Distt. Rohtak (Haryana)
2. Witness:

Tasbeer



**SCHEDULE A**

(Description of Demised Land as per Recital C)

All that piece of land known as Plot No 627 Sector 3A in the Pant Nagar Industrial Area, bearing Khasra No - within the village Limits of Salempu Mahindora, Tehsil Haridwar, and within/outside the limits of Municipal Council of Haridwar Udham Singh Nagar District, State of Uttaranchal, containing by admeasurement 1800 square meters of thereabouts, and bounded by red colour boundary lines on the plan annexed hereto, that is to say:

One or towards the North by Plot no 14 & 15  
 One or towards the South by Road 15m wide  
 One or towards the East by Plot no. 5  
 One or towards the West by Plot no. 8

Signature

:

[Signature] Regional Manager

Name

:

State Industrial Dev. Corp. of U.A. Ltd.

Designation

:

I. I. E., Haridwar

State Industrial Development Corporation of Uttaranchal Limited

**Lessor**

Signature

:

[Signature] For Jiwan Polycot

Name

:

Mony  
Partner

Designation

:

[ ]

Lessee



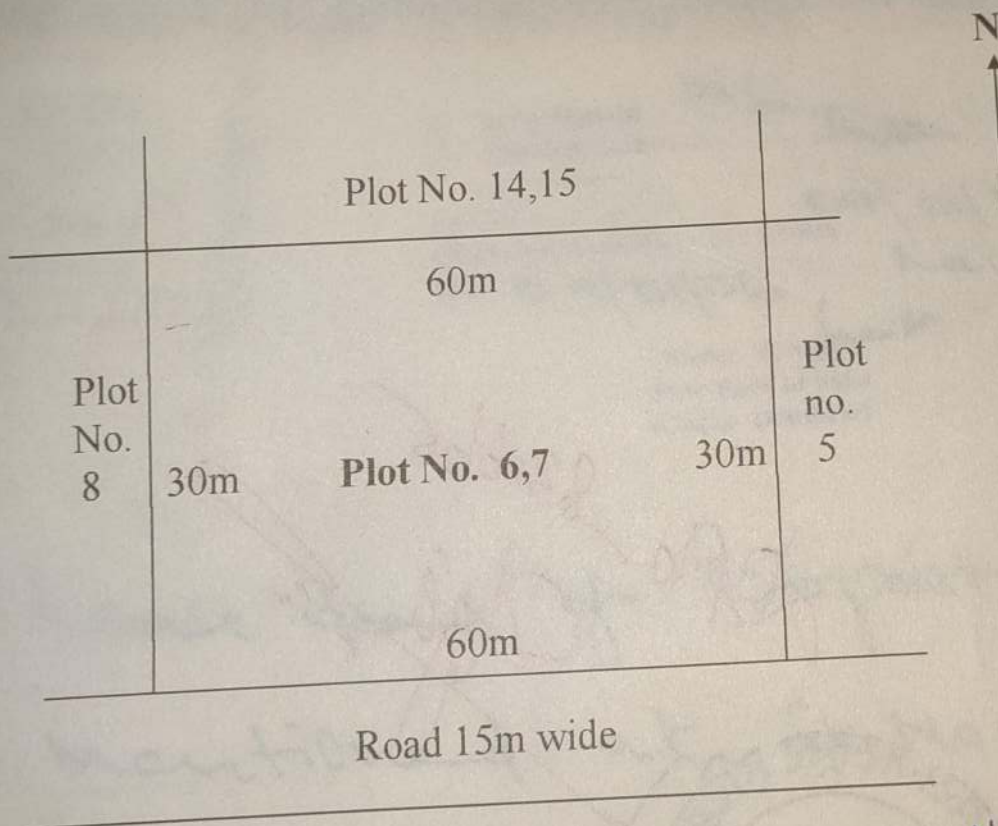
**STATE INDUSTRIAL DEVELOPMENT  
CORPORATION OF UTTARANCHAL LTD.**

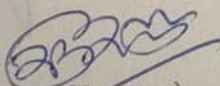
Industrial Estate, BHEL, Haridwar, Uttarakhand.

Phone-01334-235010

Website: - [www.sidcul.com](http://www.sidcul.com)

**Site Plan of Plot No. 6,7, Sector 3A  
At IIE Haridwar as per layout plan  
Total Area 1800 sqm.  
M/s Jiwan Polycot.**

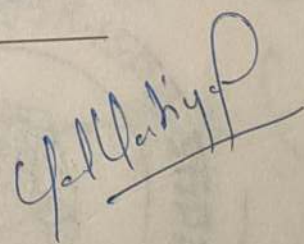


  
(Sushil Sharma)  
Regional Manager

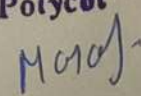
Regional Manager

State Industrial Dev. Corp. of U.A. Ltd.

I. I. E., Haridwar

  
(Naval Nautiyal)  
Junior Engineer

For Jiwan Polycot

  
Partner



4. THE DESIGN HAS BEEN  
 5. THE OWNER HAS UNDERSTOOD THE DRAWINGS AND THE DESIGN  
 THUS HAS CONFIRMED THE ARCHITECT TO SUBMIT THE DRAWINGS AND THE  
 DESIGN TO THE CONCERNED AUTHORITY  
 6. ARCHITECT'S RESPONSIBILITIES ARE LIMITED TO PREPARE THE DESIGN  
 DRAWING FOR THE SANCTIONING PURPOSES ONLY. ARCHITECT SHALL NOT  
 IN ANY CASE BE CONSIDERED RESPONSIBLE FOR ANY DEVIATION FROM THE  
 DRAWINGS DURING OR AFTER THE CONSTRUCTION  
 7. ADEQUATE PROVISIONS FOR THE RAIN WATER HARVESTING AND  
 PLANTATION SHALL BE MAINTAINED IN THE OPEN AREAS THUS SHOWN IN  
 THE DRAWINGS

# TITLE:-

PROPOSED DESIGN FOR THE INDUSTRIAL  
 BUILDING FOR M/s JEEVAN POLY COT AT PLOT NO  
 6 & 7, SECTOR 3A, SIDCUL INDUSTRIAL AREA,  
 ROSHNABAD, B.H.E.L., HARIDWAR, UTTARANCHAL.

## OPENINGS SCHEDULE :-

W1 ( WINDOW )	
W2 ( WINDOW )	
W3 ( WINDOW )	2.20 X 1.65
W4 ( WINDOW )	2.56 X 7.505
W5 ( WINDOW )	4.00 X 1.65
RS1 ( ROLLING SHUTTER )	3.00 X 3.20
RS2 ( ROLLING SHUTTER )	2.00 X 2.10
D ( DOOR )	2.00 X 2.10
D1 ( DOOR )	1.00 X 2.10
D2 ( DOOR )	0.75 X 2.10
D3 ( DOOR )	1.20 X 2.10
D ( DOOR )	2.00 X 2.10

## AREA STATEMENT :-

TOTAL PLOT AREA	=1800.00
WATCH MAN ROOM	=10.00
COV. GROUND FLOOR	=906.842 (906.84)
COV. FIRST FLOOR	=380.153
COV. AREA 3 FLOOR	=130.140
TOTAL COV AREA	=1407.135 (1417)
PARKING AREA	=206.00
GROUND COV.	=49.44%
F.A.R	=0.78

SIGN. OF THE  
 APPLICANT

SIGN. OF THE  
 STRUCTURAL DESIGNER

SIGN. OF THE  
 ARCHITECT

*Ashish K. Rana*  
 Ashish K. Rana

Regd. No. 0123

Rev No

Revision note

Date

Signature

Checked by

ARCHITECTS & ENGINEERS

ACCURATE & ASSOCIATES

PH.-245175 (O), 246100 (R)



3 PROVISIONS REGARDING  
BEEN INCORPORATED IN  
4 THE DESIGN HAS BEEN  
THE OWNER  
5 THE OWNER HAS UNDER  
THUS HAS CONFIRMED THE  
DESIGN TO THE CONCERN  
6 ARCHITECTS RESPONSIBILITY  
DRAWING FOR THE SANITARY  
IN ANY CASE BE CONSIDERED  
DRAWINGS DURING OR AFTER  
7 ADEQUATE PROVISION FOR  
PLANTATION SHALL BE MADE  
THE DRAWINGS

**TITLE:-**

**PROPOSED DE  
BUILDING FOR  
6 & 7, SECTOR  
ROSHNABAD,**

**INTERNAL SIZE & AREA DETAILS  
GROUND FLOOR :-**

D/TEX HALL=21.214X17.54	=372.09 M2
T/UP =6.77X10.65	=72.10 M2
PANNAL ROOM=6.77X1.77	=11.98 M2
L.T. ROOM=6.77 X 2.13	=14.42 M2
D.G. UTILITY = 8.65 X7.65	=66.17 M2
R.M.GODOWN =8.65 X9.66	=83.56 M2
STAIRCASE =6.77 X 2.30	=15.57 M2
FINISH GOOD STORE = 11.66 X10.33	=120.45 M2
STAFF ROOM =3.805 X2.325	=8.85 M2
M.ROOM =4.70 X 3.64	=17.11 M2
RECEPTION/LOBBY =8.455X3.225	=27.27 M2
STORE =2.975 X5.665	=16.85 M2
TOI. =3.805 X1.20	=4.57 M2
PASS.AREA=2.975 X1.20	=3.57 M2
WALL AREA	=72.282 M2
TOTAL AREA	<b>906.892 M2</b>
FIRST FLOOR, -	<b>906.842</b>

**OPENINGS SCHEDULE**

W1 ( WINDOW )	
W2 ( WINDOW )	
W3 ( WINDOW )	2.20
W4 ( WINDOW )	2.50
W5 ( WINDOW )	4.00
RS1 ( ROLLING SHUTTER )	3.00
RS2 ( ROLLING SHUTTER )	2.00
D ( DOOR )	2.00
D1 ( DOOR )	1.00
D2 ( DOOR )	
D3 ( DOOR )	
D ( DOOR )	

**SIGN. OF THE  
APPLICANT**

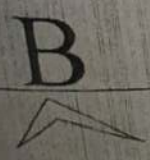
MANTINANCE ROOM =5.10 X 2.13	=10.86 M2
M.D.ROOM =2.97 X5.495	=16.35 M2
WAITING ROOM = 4.535X3.64	=16.51 M2
TOI. =3.09 X 1.37	=4.23 M2
TOI. 3.805 X1.20	=4.57 M2
CLERICAL STAFF = 3.805 X 3.82	=14.54 M2
PANTRY = 3.205 X1.80	=5.77 M2
GENRAL HALL =8.65 X 17.54	=151.72 M2
SPINNING HALL =6.77 X12.65	=89.04 M2
STAIR CASE =6.77 X 2.30	=15.57 M2
LOBBY =4.535 X 3.225	=14.62 M2
WALL AREA =36.373 M2	
	<b>380.153 M2</b>

**SECOND FLOOR-**

A.H.U.HALL =6.77X15.01	=101.618 M2
STAIR CASE =6.77 X 2.30	=15.57 M2
WALL AREA =12.952 M2	
	<b>130.14 M2</b>

Rev No	Re

**ARCHITECTS**





# LEFT SIDE - ELEVATION

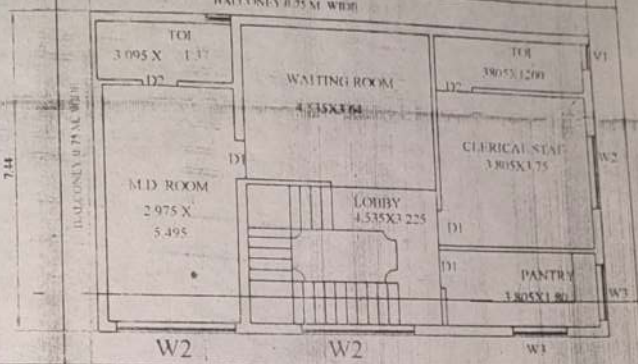
SCALE 1:100

R.W.H.

LOWER TERRACE

21.91

BALCONY 0.25 M. WIDE



B

## FIRST FLOOR PLAN

SCALE 1:100

IND USE

PROJECTION 0.75 M. WIDE

PROJECTION 0.75 M. WIDE

PROJECTION 0.75 M. WIDE

W2

W2

R/S

R/S

R/S

FINISH GOOD STORE  
11.66X10.33

D/TEX HALL

21.214 X 17.54

W2

STORE  
2.975X5.665

M. ROOM  
4.70X3.64

STAFF ROOM  
3.805X2.425

RECEPTION LOBBY  
4.555X3.225

PASS  
2.975x1.20

R/S

W1

W

W

W2

B



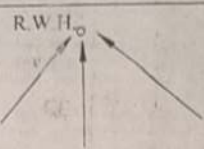
RIGHT SIDE - ELEVATION  
SCALE 1:100

GENERAL HALL  
8.65 X 17.54

SPINNING HALL  
6.77 X 12.65

MAINTINANCE ROOM  
5.10 X 2.13

TERRACE



R.W.H.

FIRST FLOOR PLAN  
SCALE 1:100

RAW MATERIAL GODOWN  
8.65 X 9.66

T/UP  
6.77 X 10.65

D/TEX HALL  
21.214 X 17.54

D.G./UTILITY ROOM  
8.65 X 7.65

PANNAL ROOM  
6.77 X 1.77

L.T. ROOM  
6.77 X 2.13



STAR CASE FOR FAIR LIFT

W2 W2 W2 W2

PROJECTION 0.75 M. WD

PROJECTION 0.75 M. WD