

पान 1

प्रत्येक वर्ष अथवा मास की छुट्टी देना जाना वाला

उपनिर्देशक सरदार प्रमद काम 2018208012106

आवेदन संख्या: 201800849070398

लेख या प्रदर्शन पर प्रत्येक करने का दिनांक 2018-10-24 00:00:00

प्रत्येक वर्ष या मास का नाम जाना सिद्ध

लेख का प्रकार प्रत्येक (30 वर्ष से

प्रतिफल की प्रतिलिपि 1673000 / 1673000

1. निदेशिकाएं शुल्क

2. प्रतिलिपिकाएं शुल्क

3. निदेशिकाएं या प्रतिलिपि शुल्क

4. प्रत्येक के अतिरिक्त शुल्क

5. कर्मचारी शुल्क

6. निदेश

7. प्रत्येक वर्ष

1 से 6 तक का प्रमाण

शुल्क वसूल करने का दिनांक

दिनांक जब लेख प्रतिलिपि या प्रतिलिपि

प्रमाण पर उपस्थित करने के लिए देना होगा

2018-10-24 00:00:00

2018-10-24 00:00:00

2018

47/18/18

निदेशिकाएं अतिरिक्त के प्रकार

पत्रांक 1472 लि0उ0के0(का0-70)/स्वामि छँट/ 2018-19

जिला उद्योग एवं उद्यम प्रोत्साहन केन्द्र,
कानपुर-नगर

दिनांक: 15-10-2018

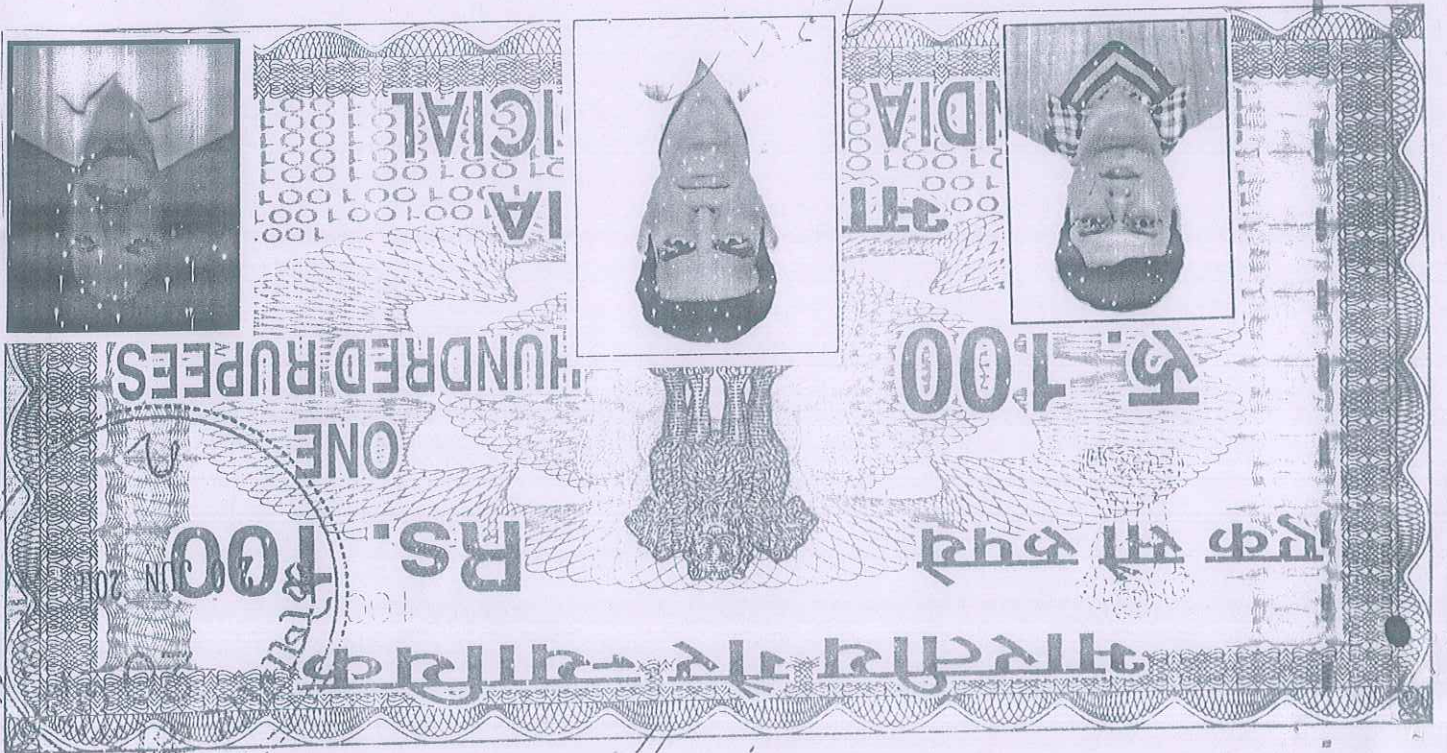
क्षेत्रीय प्रबंधक
उ0प्र0 राज्य औद्योगिक विकास निगम लि0
लखनपुर, कानपुर ।

कृपया अपने पत्र सं0 1813 दिनांक 28.08.2018 का संदर्भ लेने का कष्ट करें, जिसके द्वारा भेष सं0 050के0यु0लि0 के पक्ष में आवंटित भूखण्ड सं0 सी-14 औद्योगिक क्षेत्र रुमा(देवरुजान) कानपुर की लीज डीड निष्पादन हेतु स्वामि शुल्क से छूट प्रदान किये जाने का अनुरोध करते हुए मूल लीज डीड, अनुबंध पत्र तथा बैंक गारण्टी एवं शपथ पत्र प्रस्तुत किया गया है ।

प्रस्तावित काम में पत्र के साथ प्राप्त लीज डीड पर उत्तर प्रदेश शासन स्वामि एवं रजिस्ट्रेशन अनुभाग-2 द्वारा जारी अधिसूचना सं0 05/2018/175/94-स्टा0नि0-2-2018-700(454)/17 दिनांक 12.02.2018 के परिप्रेक्ष्य में उत्तर प्रदेश देवरुजान, पावरलैम, लिमिटेड के स्टैंडल एण्ड गारमंस्टिंग नीति-2017 के प्रसार 3.11 में निहित प्रावधानानुसार स्वामि शुल्क में 100 प्रतिशत की छूट प्रदान किये जाने हेतु प्रस्तुत लीज डीड पर यथा स्थान प्रतिद्वंद्वीकरण कर लीज डीड निश्चयन कार्यालय से निष्पादित कराने हेतु मूल रूप में संलग्न कर प्रेषित है । डीकई द्वारा बैंक आफ इंडिया अन्तर्देशीय व्यापार शाखा, कानपुर की प्रेषित मूल बैंक गारण्टी सं0 1846IGPER006418 दिनांक 30.06.2018 रकम 17,11,000.00 डीकई के अतिरिक्त पञ्चावली (लि0उ0के0) में सुरक्षित रख लिया गया है । गारण्टी अवधि के अन्दर डीकई के उत्पादन में आ जाने पर प्रतिभूति धनराशि टेक्सटाइल एण्ड गारमंस्टिंग नीति-2017 के अन्तर्गत दिये गये प्रावधानों के तहत तत्समय अवसृत किये जाने पर विचार किया जायेगा ।

संलग्नक: मूल लीज डीड एवं अनुबंध पत्र तथा अन्य प्रपत्र ।

उपायुक्त उद्योग
जिला उद्योग एवं उद्यम प्रोत्साहन केन्द्र,
कानपुर-नगर



उत्तर प्रदेश UTTAR PRADESH

EG 926327 This Stamp Sheet of Rs. 100.00 is attached to the Lease Deed executed between U. P. STATE INDUSTRIAL DEVELOPMENT

CORPORATION LTD. Kanpur and M/S MKU LTD. for the period 76 years at a rental of Rs. 2222.00 per annum for the first 16 years and at Rs. 5,555.00 per annum for the next 30 years and at Rs. 11,110.00 per annum for next 30 years i.e. on an average annual rent of Rs. 7,046.00 per annum with a premium of Rs. 16,71,832.80 regarding Plot No. C-14 situated in Industrial Area Roomba (Textile Zone), Distt. Kanpur Nagar (Against Bank Guarantee for Rs. 17,11,000.00 vide BG No. 1846IGPER006418 dt. 30.06.2018 drawn on Bank of Baroda, International Business Branch, Kanpur for 03 years in favour of Inspector General Stamps & Registration (UP). Last date of lodgement 15.09.2021 as per U.P. Govt. G.O. no. 05/2018/175/94-Stamp-N-2-2018-700(454)/2017 dated 12.02.2018 for exemption of stamp duty for new units issued by U.P. Shasan Kar Evam Nibhandhan Anubhag-2 (U.P. Handloom, Power Loom, Silk, Textile & Garmenting Policy 2017).

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER



BG No	1846IGPFR0006418
BG Amount	RS.17,11,000/-
BG Issue Date	30/06/2018
BG Expiry Date	15/06/2021
Claim Expiry Date	15/09/2021

BANK GUARANTEE

This deed of Guarantee is made at Kanpur on this 30th day of June 2018 by Bank of Baroda, International Business Branch, Kanpur (hereinafter referred to as the "Bank") at the request of M/s MKU Limited company within the meaning of the Companies Act, 1956 and having its registered office 13-Gandhi Gram, G T Road, Kanpur 208 007 (hereinafter referred to as "allottee") and in the favour of the Inspector General, Stamp & Registration, U.P.) in Consideration of The IGSR U.P. having allowed to avail of the benefit of the exemption granted to the allottee M/s MKU Limited at 100% value of stamp duty of Rs.17,11,000/- (Rupees Seventeen Lac Eleven Thousand Only) under Uttar Pradesh Shashan Stamps and Registration Anubhag-2 of the State Government of U.P. announced vide G.O. No. 05/2018/175/94-Stamp-N-2-2018-700(254)/2017 dt 12/02/2018 (U.P. Handloom, Power Loom, Silk, and Textile & Garmenting Policy 2017) without being required to furnish security upon the movable and immovable assets to the allottee and upon the following terms and conditions.

1. The liability of the Bank under this guarantee shall in no case exceed the sum of Rs. 17,11,000/- (Rupees Seventeen Lac Eleven Thousand Only) and shall be subject to the terms and conditions under the agreement executed or to be executed by the allottee with the IGSR U.P..
2. All the terms of this guarantee shall remain in full force and effect till 15/06/2021 or payment and discharge in full of the liabilities by the allottee to the IGSR U.P. under the said agreement, whichever is earlier and it shall not be liable to be cancelled, revoked or modified in any manner whatsoever except by letter in writing by or on behalf of the IGSR U.P.

3. This guarantee shall not be invoked by the IGSR U.P. otherwise than by a notice in writing by registered post or such other mode or manner as may be evidence service thereof in writing.
4. We, Bank of Baroda, International Business Branch, Kanpur (Bank) further undertake and agree that no change in the constitution of the allottee of the IGSR U.P. or any merger or amalgamation thereof or therewith shall effect this guarantee and the claims hereunder shall be available not what standing that the aforesaid events have happened.
5. Notwithstanding expiry of this guarantee by efflux of time as aforesaid, the IGSR U.P. shall be entitled to lodge all its claims maturing as per terms herein contained by or before the expiry of three months from the last date of the operation of this guarantee and all such claims so lodged shall be duly entertained and accepted and paid by the bank.
6. All disputes and claim arising under this guarantee shall be subject to adjudication by courts at Kanpur only.



For Bank of Baroda
I. B. B. Kanpur
Chief Manager
S15913

For Bank of Baroda
I. B. B. Kanpur
Asst. Gen. Manager
S15913

RAKESH JHA
REGIONAL MANAGER

U.P.S.I.D.C. Ltd.

(on behalf of)



BG No	1846IGPER006418
BG Amount	Rs.17,11,000/-
BG Issue Date	30/06/2018
BG Expiry Date	15/06/2021
Claim Expiry Date	15/09/2021

7. Notwithstanding any this contained herein above:

- i. Our liability under this Bank Guarantee shall not exceed Rs. 17,11,000/- (Rupees Seventeen Lac Eleven Thousand Only)
- ii. This Bank Guarantee shall be valid up to 15/06/2021 and
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if we receive from you a written claim or demand within 90 days from the date of validity i.e. on or before 15/09/2021.

It witness whereof Bank of Baroda, International Business Branch, Kanpur(Bank) have caused this guarantee to be executed on our behalf by our duly authorized agent and representative on the day, months and year appearing hereinabove.

For Bank of Baroda,

International Business Branch, Kanpur

For BANK OF BARODA

Asstt. Genl. Manager

I. B. B. KANPUR

Asstt General Manager

Address: 17/14, The Mall, Kanpur 208 001 (U.P.) India



For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER



12/07/21

For BANK OF BARODA
Asstt. Genl. Manager
I. B. B. KANPUR
(PDA Model)



उत्तर प्रदेश UTTAR PRADESH

CS 057064

BA No. 18461C PER006418
BA Amount - Rs. 17,11,000/-
BA Issue Date - 30/06/2018
BA Expiry Date - 15/06/2021
BA Expiry Date - 15/09/2021

This document is
intended for
BA No. 18461C PER006418
EXPIRY DATE - 30/06/2018
BY BANK OF BARODA LTD.



For Bank of Baroda
Rakesh Jha
Regional Manager
(POA Holder)
B.B. Kanpur
6/5913

For Bank of Baroda
Rakesh Jha
Regional Manager
(POA Holder)
B.B. Kanpur
6/5913

For & on behalf of
U.P.S.I.D.C. Ltd.

RAKESH JHA
REGIONAL MANAGER



BF 471666

उत्तर प्रदेश UTTAR PRADESH

Bd No- 18461GPER006418

Bd Amount- Rs. 17,11,000/-

Bd Issue Date- 30/06/2018

Bd Expiry Date- 15/06/2021

Claim Expiry Date- 15/09/2021

This forms an integral part of document Bd. No- 18461GPER006418
executed on 30/06/2018
by Mr. M. K. V. Limited



For Bank of Baroda
For Bank of Baroda
I. B. B. KANPUR
(POA Holder)
5913

For Bank of Baroda
For Bank of Baroda
I. B. B. KANPUR
(POA Holder)
5913

For & on behalf of
U.P.S.I.D.C. Ltd.

RAKESH JHA

REGIONAL MANAGER

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उत्तर प्रदेश UTAR PRADESH

BF 471667

BC No - 1846 ICPR006418

BC Amount - Rs. 17,11,000/-

BC Issue Date - 30/06/2018

BC Expiry Date - 15/06/2021

Claim Expiry Date - 15/09/2021

This forms an
integral part of
account No. 30/06/2018
BC No - 1846 ICPR006418
by M/s. MKU Limited



For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER

For Bank of Baroda
Chief Manager
I. B. B. KANPUR
(POA Holder)
15913

For Bank of Baroda
Chief Manager
I. B. B. KANPUR
15913

For & on behalf of
U.P.S.I.D.C. Ltd.

Page 6 of 9

(POA Holder)

T. B. B. KANPUR

5913 Chief Manager

For BANK OF BARODA

12. कलक का कल हृ के

I. B. B., KANPUR

~~Mr. [Name] / Asst. Gen. Manager~~
~~Address [Address]~~

THE BANK OF BARODA

3rd and 4th



184614PER006418

BA No- 1846 IGP ER 006418	BA Amount - Rs. 17,10,000/-	BA Issue Date - 30/06/2018	BA Expiry Date - 15/06/2021	Claim Expiry Date - 15/09/2021
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BF 471668

उत्तर प्रदेश UTAR PRADESH





AB 816303

BC No - 184616PER006418

BC Amount - Rs. 17,11,000/-

BC Issue Date - 30/06/2018

BC Expiry Date - 15/06/2021

Claim Expiry Date - 15/09/2021

This forms an integral part of the document.
BC No. - 184616PER006418
Expiry Date - 15/06/2021
By M/KU Limited



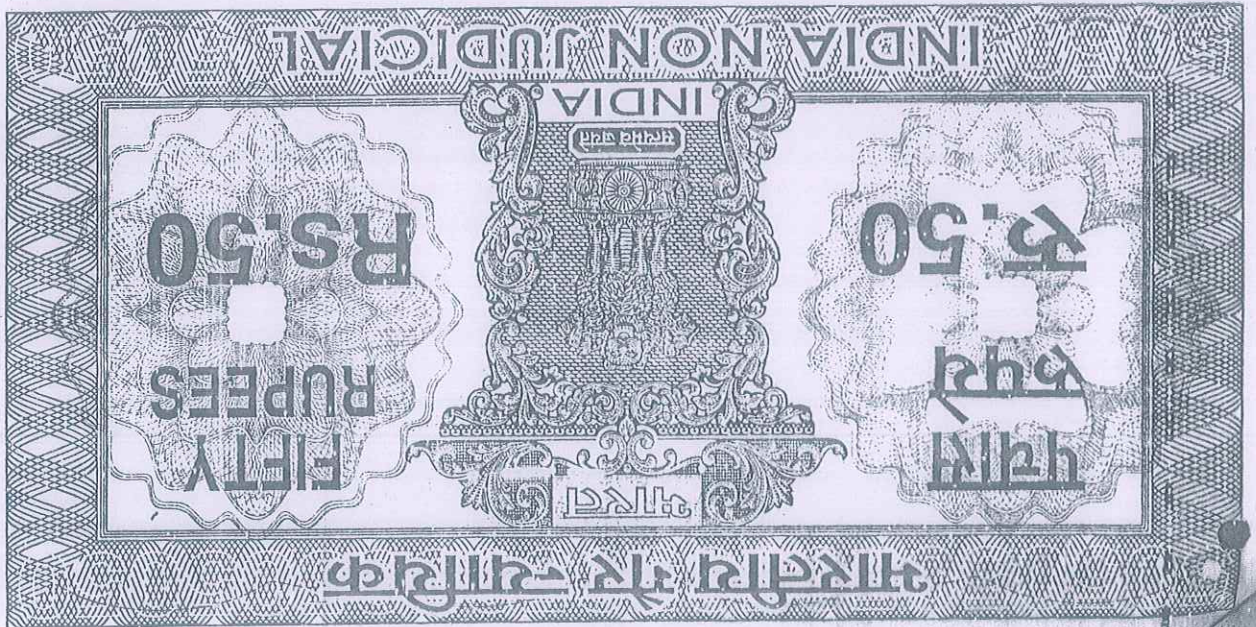
For Bank of Baroda
Rakesh Jha
Chief Manager
S/5913
(POA Holder)

For Bank of Baroda
Rakesh Jha
Chief Manager
S/5913
(POA Holder)

For & on behalf of
U.P.S.I.D.C. Ltd.
Rakesh Jha
Regional Manager
Page 7 of 9



1/1/2018



BR 346885

उत्तर प्रदेश UTTAR PRADESH

BA No- 184616PER006418
 BA Amount - Rs. 17,11,000/-
 BA Issue Date - 30/06/2021
 BA Expiry Date - 15/06/2021
 Claim Expiry Date - 15/09/2021

This forms an
 integral part of
 document BA No- 184616PER006418
 executed on 30/06/2021
 by M/s. MKU Limited



For Bank of Baroda
 (Sole Holder)
 I. B. B. KANPUR
 15/06/21

For Bank of Baroda
 (Sole Holder)
 I. B. B. KANPUR
 15/06/21

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For & on behalf of
U.P.S.I.D.C. Ltd.

RAKESH JHA
REGIONAL MANAGER

[illegible]

श्री शपथकर्ता ईश्वर को साक्षी मानकर सत्यापित करता हूँ कि उक्त शपथ पत्र के पैरा 1 से 4 पर उल्लिखित तथ्य मेरे अज्ञान में है तथा सत्य है कुछ भी छिपाया नहीं गया है। ईश्वर मेरी मदद करे। आज दिनांक को

REGIONAL MANAGER
RAKESH JHA

। निम्नलिखित कि १२३ प्रकाशित विविध प्रकार के विविध हैं जिनके कि १२३ कि

[illegible]

अनुसार पावता रखती है तथा विना स्वल्फ के लीजोडि निष्पादित किये जाने हेतु अनुरोध करती है। यह कि शोधकर्ता द्वारा विनाह्रासिकारी, कानपुर नगर द्वारा जारी सफ़ाई रेट के अनुसार दिये स्तम्भ शृङ्ख के बराबर बैंक गारण्टी निगम के महाप्रबन्धक, विना उद्योग क्षेत्र, कानपुर में जमा करा दिया गया है। शोधकर्ता यह आश्वासन करती है कि लीजोडि निष्पादित लिब्रि से 01 वर्ष के अन्दर मूल्यांकन पर न्यूनतम 40% आच्छादित क्षेत्रफल में निर्माण कार्य पूर्ण करवें हूँ, इसकाई स्थापित करके उत्पादन प्रारम्भ कर देंगी। यदि ऐसा नहीं किया

[illegible]

कृष्णानंद के सम्बन्ध में निम्नलिखित शपथ पत्र प्रस्तुत कर रहा हूँ:-
(कृष्ण) कि उक्त शपथ पत्र 26.12.2017 को किया गया था। शपथकर्ता द्वारा अखण्ड के विरुद्ध वर्तमान/पूर्व दोनों को

दिनांक: 13 मार्च 2014 रोज, काठमाडौं।
 संस्थापक: भद्रेश्वर शर्मा-14 मार्च 2014 रोज, काठमाडौं रुमा (टैक्सटाइल वर्क), काठमाडौं नगर की जीवजोड निष्ठादिन।

[illegible][illegible]

उत्तर प्रदेश UTAR PRADESH

EG 926328



EH 854501

उत्तर प्रदेश UTTAR PRADESH



UNDERTAKING

We, M/s MKU Ltd., through its Authorized Signatory Shri Rakesh Pandey (Assistant Manager), Off: 13, Gandhi Gram, G.T. Road, Kanpur do hereby undertake as under:-

1. That the land situated in C-14 Indl. area Rooma Tehsil Kanpur Sadar District Kanpur Nagar has been transferred in our favour vide transfer letter no. 4591/SIDC/A./Plot No. C-14 at I.A. Rooma (Tex.) dt. 26.12.2017 for setting up Bullet Proof Jackets.
2. That we are aware of the fact that Govt. of U.P. vide its notification G.O. No. 05/2018/175/94-Stamp-N-2-2018-700(454)/2017 dated 12.02.2018 granting 100% exemption in payment of stamp duty on the lease deed to be executed by U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LIMITED (For Textile Units).
3. That it is the second instrument executed for transfer of immovable property in favour of us and transfer is in confirmation of industrial policy.
4. That we are willing to avail the facility of exemption for payment of stamp duty.
5. That we further undertake that we shall abide norms and standard set out in G.O. no. 05/2018/175/94-Stamp-N-2-2018-700(454)/2017 dated 12.02.2018, the agreement executed by us in this regard and terms and conditions of transferred and Lease Deed.

For & on behalf of U.P.S.I.D.C. Ltd. day of 2018 at Kanpur.

RAKESH JHA

Deponent

Noted that Sd/- is duly identified by Sd/- as sworn before me today. Verified per identification

उत्तर प्रदेश UTTAR PRADESH

EG 926329



AGREEMENT

(On Non Judicial Stamp Paper of Rs. 100/-)

This agreement made on this _____ day of _____ in the year 2018 at

Kanpur between M/s MKU Ltd. a firm/a company/a society incorporated and registered under the Company Act. 1956 (1 of 1956)/Society Registration Act. 1860/Indian Partnership Act. 1860 and having its address at 13, Gandhi Gram, G.T. Road, Kanpur (hereinafter called "the Allottee" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) through Shri Rakesh Pandey, Assistant Manager (Accounts) by the Board of Directors of the company/society vide Resolution passed in this behalf on Shri Rakesh Pandey, Assistant Manager (Accounts) of the One Part; And the Regional Manager, UPSIDC Ltd., Kanpur Nagar a statutory body established under the (Government Body) and having its head office at A-1/4, Lakhanpur, Kanpur (hereinafter called "the Certifying Agency" which expression shall include the Chairman/Managing Director or any authorized by the Board of Director) of the

Other Part;

For & on behalf of
U.P.S.I.D.C. Ltd.

RAKESH JHA

REGIONAL MANAGER

WHEREAS:

1. The Government of Uttar Pradesh (hereinafter called "the state government") has framed a scheme to remit stamp duty to the extent shown in column 3 of the schedule specified in the notification no. 05/2018/175/94-Stamp-N-2-2018-700(454)/2017 dated 12.02.2018 for purpose specified in column 3, chargeable in respect of the instruments as shown in column 3 of the said schedule for the purpose provided in paragraph 3.1.1 section (a) of the U.P. Handloom, Power Loom, Silk, Textile & Garmenting Policy 2017, of the State as mentioned in column 3 of the said schedule to setup a new industrial unit or an unit making expansion or diversification thereof (Textile based unit).

2. The certifying agency has been appointed by the State Government for operating this scheme.

3. The Allottee has applied for purchase or lease of land, shed or industrial tenement for the purpose specified as **new unit for Bullet Proof Jackets** (to established a new industrial unit or making expansion or diversification of an unit or for the development of infrastructure facilities in the state) as specified in their project report.

4. That total requirement of land, shed or industrial tenement of the purpose specified as **Bullet Proof Jackets** is 2222.00 sqmt. and has been allotted Plot No. C-14 at I.A. Rooma (Textile Zone), Kanpur Nagar measuring 2222.00 sqmt. of land for which exemption of stamp of Rs. 17,11,000.00 required/ applied for.

5. That the Allottee has applied for the stamp duty exemption of Rs. 17,11,000.00 under the scheme vide his application dated 23.07.2018 enclosing project report. 6. That the certifying agency, after considering the application and records provided by the Allottee and examining the requirement of land, shed or industrial tenement for the purpose specified, is ready to certify and execute the agreement.

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER

NOW THIS AGREEMENT WITNESSETH:

1. In pursuance of the said Agreement, Certifying Agency, the Allottee, hereby covenants:-

A. That the Allottee, in case of an industrial unit, will start commercial production covering minimum 40% of allotted area and in case unit is established for any other specified purpose mentioned in the industrial policy, fulfills the said purpose within 01 year from the date of execution of the instruments of sale/lease-deed by the sub-registrar of registration department.

B. That the Allottee will provide an irrevocable Bank Guarantee in favour of Inspection General, Stamp & Registration, U.P. for an amount equal to the amount of exemption from Stamp Duty.

C. That the Allottee will comply with, and faithfully observed all the rules & regulations, relating to the abovesaid scheme, and also all subsequent amendments & additions, as may be inserted by the Order of the State Government.

D. That the Allottee will allow the Officers of the Certifying Agency or concerned General Manager of District Industries Centre or by the State Government to inspect the progress of the unit.

2. It is further hereby agreed & declared by, and between the parties hereto that in any of following cases namely:-

(a) Where the Allottee fails to furnish the prescribed statement and/or information which is called upon to furnish, or

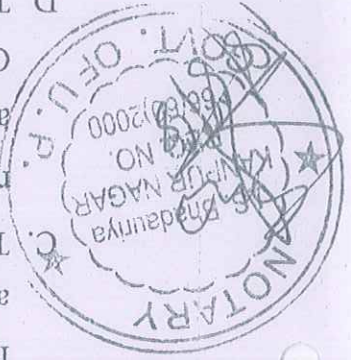
(b) Where the Allottee has obtained the stamp duty exemption by misrepresentation or by furnishing of false information, or

(c) Where the industrial units does not commence commercial production covering minimum 40% of allotted area or fulfills the purpose for which exemption from stamp duty was granted within 01 year from the date of Registration of instrument.

(d) If the Allottee misutilized the exemption from stamp duty, by violating

For & on behalf of
U.P.S.I.D.C. Ltd. purpose specified in the project report.

RAKESH JHA
REGIONAL MANAGER



The Inspector General, Stamp & Registration or State Government shall have the right to encash the bank-guarantee and deposit the amount in the suitable heave of the Stamp & Registration department.

3. It is hereby further agreed & declared that the expenses incurred on execution of these presents shall be paid and borne by the Allottee.

4. All the disputes shall be subject to the Jurisdiction of Court's at **Kanpur**.

5. The Allottee, hereby further declares, undertake and confirm that the above information is true to best of my knowledge and belief.

In Witness whereof the Allottee, Namely (1) _____ has/have set his/his hand(s) to do this Agreement on the day, month and in the year above mentioned.

Allottee:-

Certifying Agency

M/s MKU Ltd.
Authorized Signatory Shri Rakesh Pandey
(Assistant Manager)
R/o 13, Gandhi Gram, G.T. Road, Kanpur
For Regional Manager
UPSIDC Ltd.,
A-1/4, Lakhanpur,
Kanpur Nagar

Witness

Common seal of M/s

Affixed in my/our presence

2-
RAKESH JHA
REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd.

1-

2-

Robert Pandey
Hence Attest
who is
verified
Hence Attest

Handy
[Fingerprint]



NAME OF TRANSFEREE: M/S M.K.U LIMITED

TRANSFEREE ADDRESS: 13- GANDHI GRAM, G.T. ROAD, KANPUR-208007

Ref. No. 4591/6IDC-1A, ROOMA (TEXTILE ZONE)

Plot No. C-14

Dated 96-12-17

Sub. Transfer of Industrial Plot No C-14 Industrial Area ROOMA (TEXTILE ZONE) in favour of

NAME OF TRANSFEREE: M/S M.K.U LIMITED

Dear Sir/Madam,

Please refer to your dated 28/08/2017 regarding above cited subject.

In your favour for establishment of industrial unit of Bullet Prof Jackets been considered and approved on the following terms & conditions:-

In above connection, we have to inform you that request for transfer of above plot measuring 2222.00 Sq. mtr.

1a. You shall have to pay transfer levy @ Rs. 0.00 Sq.mtr. amounting to Rs. 0.00 out of above levy 25% amount of Rs. 0.00 shall to be paid within 30 days from the date of this letter & balance 75% transfer levy shall be payable in 12 half yearly installments payable on 1st Jan & July alongwith interest @14% p.a. A rebate of 2% shall be admissible on timely payment. However a sum of Rs. 306693.00 towards TEF, Interest on TEF, Maintenance charges, interest on Maintt. Charges & Lease rent shall be payable by you dated by 31/12/2017 positively towards dues of ex-allottee. T.E.F. INTT. ON T.E.F. M.C., INTT. ON MC & Lease rent shall be payable by you dated by 31-12-2017 payable by ex-allottee.

2. The amount paid by allottee towards premium shall be credited to the account of the premium against transferee. 3. The transferor has already surrendered the plot in favour of UPSIDC alongwith Lease Deed dated /Allotment letter dated after making endorsement on the Lease Deed to the effect that the plot is surrendered to the UPSIDC and they will have no claim whatsoever on the plot in future. In case of existence of construction on the plot the you shall have to furnish a certified copy of Registered Sale Deed before execution of lease deed or get the same registered alongwith the registry of plot.

4. You shall be treated as fresh allottee of the plot and Lease Deed for remaining period will be executed in your favour on new terms & conditions within 30 days from the date of this letter for which you shall deposit requisite value of stamp papers (non returnable) within 30 days. Beside above the transferee shall be deposit extra stamp duty, if any, only after execution of Lease deed.

5. The transferee shall have to make payment of lease rent on the 1st day of April in each year in advance, the yearly rent at the rate of Rs. 1.00 per sq. mtr. per year during the first ten years, Rs. 2.50 per sq. mtr. per year during the next thirty years and after expiry of the first thirty years and Rs. 5.00 per sq. mtr. per year during the next thirty years after the expiry of the first sixty years.

6. The transferee shall have to pay maintenance charges annually on 1st July every year. The current rate of maintenance charges is @8.00/- per sq. mtr. per annum. UPSIDC shall be free to revise maintenance charges as per requirement/inflation of costs. In case maintenance charges are not deposited timely an interest amount @14% per annum shall become additionally payable. In case the area is taken over by Municipal Authority the transferee/Allottee shall have to pay taxes/charges levied by them.

For & on behalf of U.P.S.I.D.C. Ltd.

CIN No - U26960UP19615GCG002834 Head Office Kanpur

A-1/4, Lakhampur, Kanpur-208024

Telephone NO. 0512-2582851-53(PBX), Fax NO. 0512-580797

Website: www.onlineupsidc.com

RAKESH JHA

REGIONAL MANAGER

1) The transferee has to execute the Lease Deed of the plot, get construction covering at least 30% area of the plot and commence maps approved raise commercial production within maximum 12 months from the date of transfer of plot positively.

(b) No Time Extension shall be given.

2) No Transfer of Vacant plot shall be allowed by the Corporation.

8. You will have to adopt Rain Water Harvesting System Compulsorily in the building/factory sheds to be constructed in the allotted/leased out land, failing which allotment shall be cancelled.

9. All other terms & conditions as contained in this office allotment/transfer letter no. -----/SIDC/IA ----- dated ----- & Lease Deed dated ----- will remain the same under revised/renewed by new condition in this transfer letter or new lease deed.

10. The above offer shall be valid till the expiry date mentioned in the letter or 30 days from date of issue of letter whichever is earlier. If after expiry of the offer the applicant requests for extension of offer and the reasons for the default submitted by him are found just & proper the satisfaction of management and the offer is extended, interest shall become payable @ 14% from the date of this letter. However, if the prevailing rate of the allotted area changes or due to passage of time percentage of levy changes then the offer can only be renewed on new allotment rates/levy only. Note:- If at any time it is found that the common shareholding of both the companies are not justified and according to rules/manual of the Corporation or has been claimed by false facts, the transfer levy at that time prevailing rates shall be applicable and payable by the transferee, failing which transferee letter shall be withdrawn.

Your's faithfully,
For U.P. STATE INDL. DEV. CORPN. LTD.

REGIONAL MANAGER

IA ROOMA (TEXTILE ZONE)

Reference No. 4591-(1-11)
SIDC/RO Date 26-12-17

1. Chief Manager (IA), UPSIDC, Head Office, Kanpur.

2- M/s M.K.U. ARMOURS PVT. LTD.

105, CHANDRA LOK COMPLEX BIRHANNA ROAD KANPUR

REGIONAL MANAGER

U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION Ltd.
CIN No- U26960UP1961SGC002834 Head Office Kanpur Address:-
A-1/4, Lakhnampur, Kanpur-208024
Telephone NO. 0512-2582851-53(PBX), Fax NO. 0512-2580797
Website:- www.onlinenupside.com

For & on behalf of
U.P.S.I.D.C. Ltd.

RAKESH JHA
REGIONAL MANAGER

Date: 21.07.2018

The Branch Manager,
Bank of Baroda,
Shyam Nagar
Kanpur-208013

Sub: Verification of signature
Ref: Salary Bank A/c No. 30680100030073

Sir,

I being Assistant Manager (Accounts) of MKU Limited, authorised on behalf of the company for the registration of plot C-14, situated at UPSIDC Industrial Area, Roomba Kanpur and to comply with registration formalities, I hereby request you for the authentication of my signature w.r.t. Salary Bank Account as referred above.

Specimen signature

Bank's Attestation

Please do the needful

Yours truly,

Rakesh Kumar Pandey
(Account Holder)

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER



(Signature)

RAKESH JHA
REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd.



इस कार्ड के खो जाने पर / खोया हुआ कार्ड मिलने पर
कृपया सूचित करें / सूचित करें :
आयकर धन सेवा इकाई, एन एस डी एल
सीएसटी मॉडल, ट्रेड वर्ल्ड, 3rd फ्लोर, 3rd फ्लोर, 3rd फ्लोर, 3rd फ्लोर
एन.बी.मार्ग, लोअर पैरल, मुंबई - 400 013.
If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL
3rd Floor, Trade World, A Wing,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.
Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
email: tinfo@nsdl.co.in

आयकर विभाग
INCOME TAX DEPARTMENT
MKU PRIVATE LIMITED
04/05/2001
Permanent Account Number
AACCM6302Q
26102005
भारत सरकार
GOVT. OF INDIA

REGIONAL MANAGER

RAKESH JHA

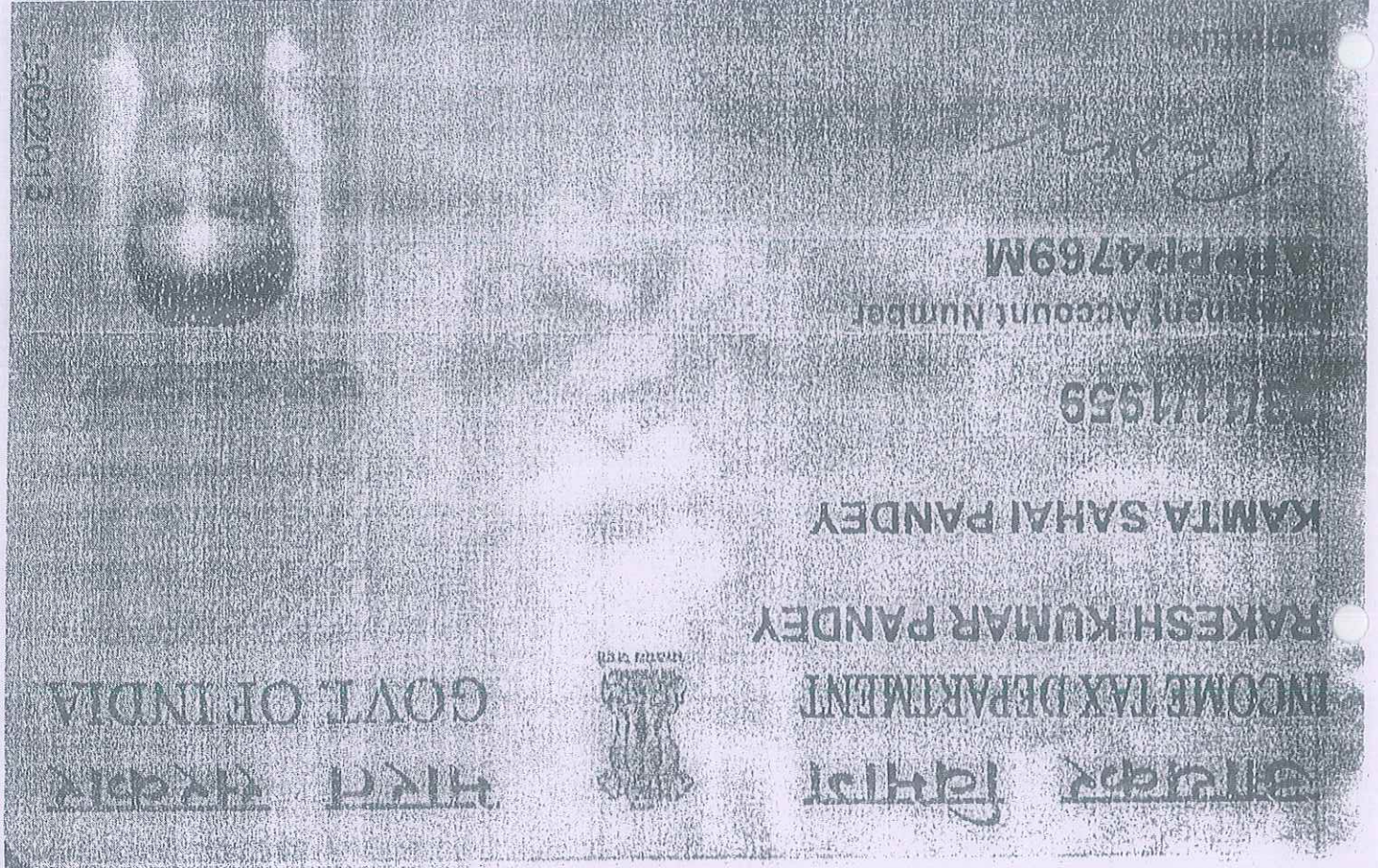
For & on behalf of
U.P.S.I.D.C. Ltd.



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*for let
C-14 UPSIDC, Roona*



55022013

KAMTA SAHAI PANDEY

RAKESH KUMAR PANDEY

INCOME TAX DEPARTMENT

GOVT. OF INDIA

हिन्दु अखबार



RAKESH JHA
REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd

C-14 Usgidc
for Plot

आधार -- आप आदमी का अधिकार

5750 3184 4058



राकेश कुमार पाण्डेय
Rakesh Kumar Pandey
वर्ष / Year of Birth : 1959
पुरुष / Male



आधार -- आप आदमी का अधिकार

28

आधार -- आप आदमी का अधिकार

5750 3184 4058

आपका आधार क्रमांक / Your Aadhaar No. :



UE269669088IN



Ref: 245 / 02D / 144070 / 144217 / P

03/03/2012

To,
राकेश कुमार पाण्डेय
Rakesh Kumar Pandey
S/O Kamta Sahai Pandey
145/7 babu purwa colony
Kidwai Nagar S.O
Kanpur Nagar
Uttar Pradesh 208011
9415290728

पंजीकृत क्रमांक / Enrollment No 1207/90803/15065

Unique Identification Authority of India

आधार -- आप आदमी का अधिकार

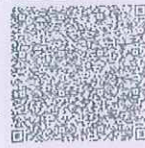


RAKESH JHA
REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd.

- आम आदमी का अधिकार

8460 6846 3357



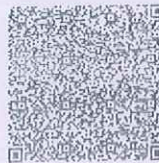
भारत सरकार
Government of India
प्रधानमंत्री कर्म आवास
Avinash Kumar Srivastava
रजि. ति. / DOB: 12/12/1973
पुरुष / Male



- आम आदमी का अधिकार

8460 6846 3357

आपकी / कर्मिक / Your Address No. :



193963140
30/11/2014
73 kazi khara
S.O. Ganti Prasad Srivastava
Avinash Kumar Srivastava
Karnasapur
Karnapur Kanpur Nagar
Uttar Pradesh 208007
9451294692
ML939631400FT

आधार सं. / Enrollment No. : 144111160/00129

Government of India

भारत सरकार



For witness

आयकर विभाग
INCOME TAX DEPARTMENT
AVINASH KUMAR SRIVASTAVA
GOMTI PRASAD SRIVASTAVA
12/12/1973
CWCPSS96786
Signature
Avinash Kumar Srivastava



भारत सरकार
GOVT OF INDIA

M.K.V. LTD
C-14 Rooms
Karpur

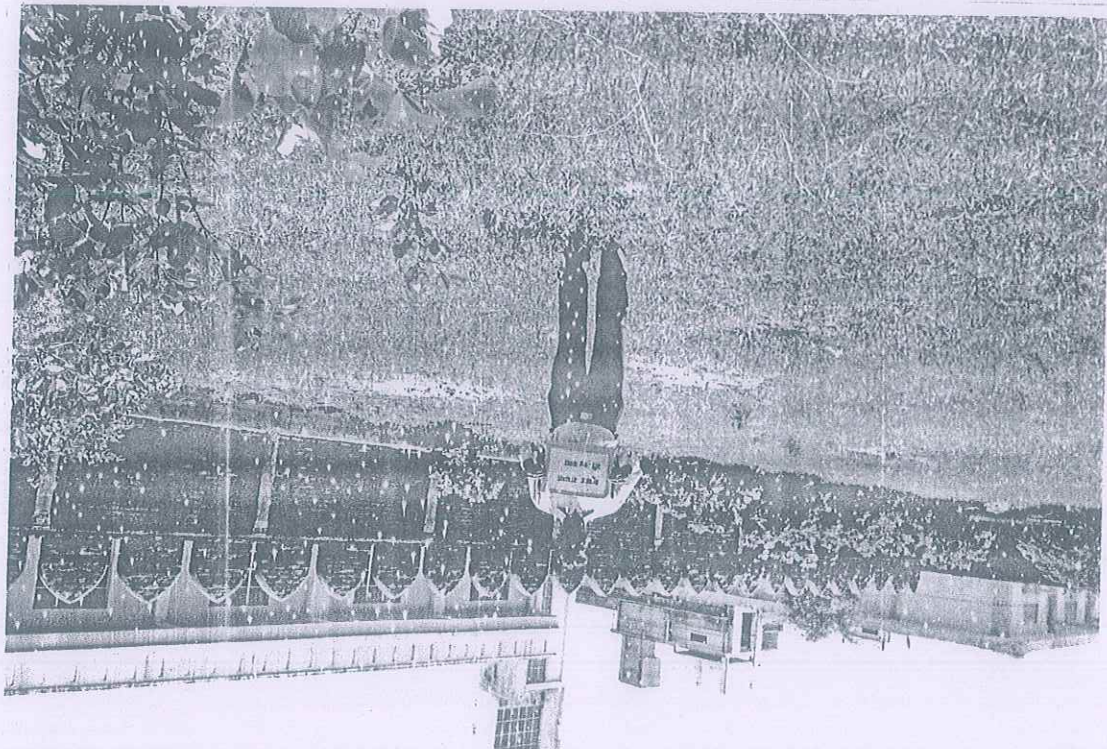
RAKESH JHA
REGIONAL MANAGER

For & on behalf of
U.P.S.I.D.C. Ltd.



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LEASE-DEED

Industrial Area Roona (CT)

Plot No. C-14

THIS LEASE-DEED made on the 24 day of Aug

in the year two thousand and Eighty four

Samvat between U. P. State Industrial Development Corporation Limited, a Company within the meaning of the Companies Act, 1956 and having its registered office at A-1/4, Lakhanpur, Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND

Shri. S/o R/o proprietor of the single owner firm/Karta of Joint Hindu Family firm of

OR

1. Shri. Rakesh Jha aged years

S/o R/o 2. Shri. aged years

S/o R/o 3. Shri. aged years

S/o R/o 4. Shri. aged years

S/o R/o

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER

(Signature)



5. Shri aged years

6. Shri aged years

7. Shri aged years

through Shri aged

years S/o

R/o constituted

duly constituted attorney under the deed dated

OR

M/s MKU Limited

a company within the meaning of the Company Act, 1956 (including consortium company) and

having its registered office at 13, Gandhi Gram G.T. Road Kanpur

through its managing Director/Secretary/duly constituted attorney Shri Rakesh Pandey

S/o Sh. Kamla Saha Pandey

R/o 14/17 Babu Ruma Colony, Kidwai Nagar Kanpur

OR

a society registered under the Co-operative Societies Act,

M/s through its

Chairman/Secretary duly authorised attorney Shri

S/o R/o

..... hereinafter called the Lessee
(which expression shall, unless the context does not so admit, include his heirs, executors,

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER



Rakesh

under the Land Acquisition Act, 1894 and has handed over the same to U . P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has sub-divided the above land into plots for industrial units for leasing out such sub-divided plots to industrialists for erecting on each plots a factory according to the factory bye-laws and building plans approved by the Lessor and other competent authorities.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease of the plot of land hereinafter described area 2222 m² an industrial unit for manufacturing Bullet Proof Jacket according to the design and building plan approved by the Lessor other competent authority.

1. In consideration of the payment by the Lessee of the provisional premium of Rs 1671832.80 Sixteen lac Eight thousand one hundred and eighty two only (Rs) That was & that is only the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional

1. Rs. on the day of 20

2. Rs. on the day of 20

3. Rs. on the day of 20

4. Rs. on the day of 20

5. Rs. on the day of 20

6. Rs. on the day of 20

7. Rs. on the day of 20

Full Paid

For & on behalf of
U.P.S.I.D.C. Ltd.

[Handwritten signature]

the area.

(a) A right to lay water mains, drains, sewers or electric wires under, or over the demised premises, if deemed necessary by the Lessor or his successor or assigns in developing the area.

2004, except and always reserving to the Lessor and his successors or assigns:-
appurtenances unto the Lessee for the term of ninety years from 17th day of Feb. marked red TO HOLD the said plot of land and hereinafter referred to as the demised premises) with their on or towards the West by open land.
on or towards the East by 18.00 mt wide Road NO. 3
on or towards the South by Road NO. 13
on or towards the North by Plot NO. C-13

and bounded :-
admeasurement 2222 sqm
Kaurpur Pargana/Tehsil District Kaurpur Nagar Containing by situated within the Industrial Area at Raona (CT) in Village Lessor doth hereby demise to the Lessee, all the land of plot numbered as C-14 herein contained and on the part of the lessee, to be respectively paid, observed & performed, the And of the rent hereinafter reserved and of the covenants provisions and agreement balance premium of the plot.

After adjustment as above excess payment, if any, shall be appropriated towards

- i- Interest due
- ii- Premium due
- iii- Interest on maintenance charges
- iv- Maintenance/Service charges
- v- T.E.F.
- vi- Lease Rent due

contrary:-

(3) The payment made by the lessee will be adjusted in the following manner strictly in descending order notwithstanding any directions/request of the Lessee to the

(2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter numbering 9940/540C dt 17.2.04 & 4591/540C dt 28.12.17

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

are no overdues, a rebate will be admissible @ % per annum in the interest.

Provided that if the Lessee pays the instalments and the interest on the due date and there

8. Rs. on the day of 20
9. Rs. on the day of 20
10. Rs. on the day of 20

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

(c) Yielding and paying thereof unto Lessor on the 1st day of April in each year in advance the yearly rent at the rate of Rs. 1.00 per sq.mtr. per year during the first Thirty years Rs. 2.50 per sq.mtr. per year during the next thirty year and after expiry of the first thirty years and Rs. 5.00 per sq.mtr. per year during the next thirty years after the expiry of the first sixty years. the rent upto the 31st day of March 2018 having been paid. Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 14 %

(d) That the lessee will pay upto the lessor the said rent at the time on the date in manner herein on the demised premises and the buildings and machinery built upon or affixed thereto. and interest at the agreed rate in full, the outstanding amount shall remain as a first charge such default under the terms and conditions of this deed and till payment of the premium way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of Provided further that the recovery of the principal and interest at the above rate would in no and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings and machinery built upon or affixed thereto.

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

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

(ii) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the Land of which the demised land, after layout for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date of final

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER

cost of acquisition is determined, pay within sixty days of demand to the Lessor the additional premium being the difference in the land cost component finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause 1 above.

- (b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.
- And that such payments of proportionate additional premium shall be made within 60 days of the demand by the Lessor.
3. **AND THE LESSEE DOETH HEREBY COVENANTS WITH THE LESSOR AS UNDER:**

- (a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.

- (b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance charges of whatever description including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc., and other common facilities and services as may from time to time be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 14%p.a. on the amount due. The Lessee hereby further agrees to pay to the lessor such maintenance charges on first day of July each years. In case of non payment of maintenance charges as mentioned above, the Lessee shall have to bear interest @ 14%p.a. The Lessor further reserves the right to cancel the Lease on non-payment of maintenance charges and/or issue Recovery Certificate for recovery thereof.

- (c) That whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of UPSIDC, the Lessee will be liable to pay and discharge all rates, taxes, charges, claims and out-goings charges or imposed and assessment of every description which may be assessed, charged or imposed upon them by the Local Body and will abide by the rules and directives of the local body.

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER



[Handwritten signature]

(d) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety convenience of the other inhabitants of the place, and shall not release any hazardous, obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the U.P. Pollution Control Board or any other authority competent to make rules, regulations, bye-laws and laws in this behalf from time to time. Any breach of such law, rules, regulations and bye-laws shall be the sole liability of the lessee.

(e) That Lessee will at his own cost erect on the demised premises in accordance with the layout plan elevation and design and in a position to be approved in Writing and in a substantial and workman like manner the industrial unit as aforesaid, with all necessary out-houses sewers, drains and other appurtenances according to the local authority's rules and, by-laws in respect of buildings, drains, latrines and connections with sewers and will commence such construction within the period of 04 months and will completely finish the same covering minimum 40% of the allotted area fit for use and start the manufacturing and production within the period of 179 months from the date of allotment or within such extended period of time as may be allowed by the Lessor in writing, in its discretion. The lessor shall charge Time Extension Fee as per prevailing rules for grant of time extension.

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

(g) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessor and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Lessor or the municipal or the other authority requiring him so to do, correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expenses the lessee hereby agrees to reimburse by paying to

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER



the Lessor or other authority the amount which the Lessor/municipal or other authority as the case may be, shall fix in that behalf and the decision of the Lessor/municipal or other authority, as the case may be, shall be final and binding on the Lessee.

(h) That the Lessee will provide and maintain, at his own cost, in good repairs a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other authority leading from the public road to the building to be erected on the demised premises.

(i) That the Lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same to be used for any religious purpose or any purpose other than for the industrial purpose aforesaid without previous consent in writing of the Lessor and the municipal or other authority subject to such terms and conditions as the Lessor municipal or other authority may impose and will not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance or cause damage, annoyance, or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighbourhood.

(j) That the Lessee will not without the previous consent in writing of the Lessor, transfer, sublet, relinquish mortgage or assign its interest in the demised premises or the buildings standing thereon or both as a whole or part of the plot or cause any subdivision of the plot. The lessor may give consent for above if so allowable and under the terms and conditions as provided in the policy of the corporation prevailing on the date of approval. Every Such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefore.

Provided that the joint possession or transfer of possession of demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause. Provided further that if at any time the Industrial Finance Corporation of India or other financing body decides to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of the deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above. The financing body will have to ensure that payabilities and other charges as per prevailing rules of lessor

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which stand as first charge are got from the proceeds of sale/auction.

Provided further that the Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted within two calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment, inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration, decree, order certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lessee.

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

(l) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, clay, earth or any other materials therefrom except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundation of the building and compound walls and other necessary structure and executing the work authorised and for levelling and dressing the area covered by this Agreement.

(m) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the lessor in writing.

(n) That the Lessor will not exercise his option of determining the lease nor hold the Lessee responsible to make good the damage if by fire, tempest, or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(o) That the lessee will not erect any building constructions or structures except compound walls and gates on any portions of the demised premises within prescribed set back limits

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as per UPSIDA by laws in front/rear/sides of the plot of land.

- (p) (i) That lessee will have to take possession of plot/land within 30 days from the execution of the deed or extended period as may be allowed by the corporation upon satisfactions with the reasons of delay. Failure to take possession within aforesaid period will make the lease liable for determination.

- (p) (ii) That the Lessee shall put the demised premises with the buildings constructed thereon covering a minimum 40 % of allotted area to the use and start the manufacturing and production herein before mentioned within 179 calendar months from date of allotment of the said land is made to the lessee and in any case within 04 calendar months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee. The lessor, if satisfied by the explanation of the Lessee that the delay is caused for reasons beyond the control of the Lessee, the time extension may be permitted by the lessor at its sole discretion as per the then prevailing rules and subject to payment of payable time extension fee alongwith interest thereon as per the rules of the lessor from time to time.

- (p) (iii) In case TEF is not paid by the lessee alongwith interest accrued thereon, the allotment shall be liable for cancellation on ground of non-payment of TEF.

The lessee will raise construction covering at least 40 % area of the plot and commence production within 179 months from the date of allotment or extended period as allowed by the corporation failing which the Lease Deed shall be liable to be determined and allotment cancelled."

- (p) (iv) The lessee shall have to establish rain water harvesting system and plantation at his/her own cost as per Govt. norms.

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

- (i) injure or destroy any part of building or other structures contiguous or adjacent to the plot of land;
- (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent buildings;

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dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.

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

(r) That the Lessee being a registered partnership firm (including consortium partnership firms) declares, affirms, and undertakes that during the subsistence of the terms of this, agreement the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardise the rights and interest of the lessor or the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

OR

The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor.

OR

The Lessee being a Company (including consortium company) shall not make or attempt to make any alterations, whatsoever in the provisions of its Memorandum & Articles of Association or in its capital structure as well as shareholding without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registered of Joint Stock Companies under Section 125 of Companies Act, 1956 within stipulated period.

That the Lessee being a Company (including consortium company) shall not change its name without prior information to UPSIDC shall not effect unblock transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.

While granting its consent/permission as aforesaid the Lessor may require the Successor in interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms & conditions as the Lessor may, in its discretions, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent which is chargeable towards transfer levy as per prevailing rules/policy. In the event of breach of this condition the agreement shall be determined at the discretion of

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the Lessor.

(s) That it is further agreed that the lease shall stand automatically terminated if there be any change in the constitution of Lessee, partnership firm or private limited company etc. as on the date of execution of this deed without prior approval in writing of the Lessor.

(t) That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for the purpose of the said Industrial Area/Estate or the lessor will have to comply to N.P.R.R. or any such other law enacted/prevaling as made by Government.

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

(a) Notwithstanding anything herein before contained if there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under him of any of the covenants or condition hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers, relinquish, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3(j) or if the Lessee fails to commence and complete the buildings and to put the same to use and to carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the lessee or the person in whom the Lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3 (r), 3(s) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and outstanding interest due till date, and other dues, if any shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee, hereunder with interest thereon @ 14% per annum and the Lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all

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his buildings, erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium, interest and the Lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months or sooner of the date of expiration determination of the Lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and the Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

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

(b) Any losses suffered by the Lessor on a fresh grant of lease of the demised premises for breach of conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the Lessor.

(c) All notices, consents and approvals to be given and notifications of any decisions by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even though returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office or at the plot of land or at the address mentioned in these presents or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.

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(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U.P. State Industrial Development Corporation Limited. The Lessor may also authorize any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Managing Director.

(e) That the Lessor and the Lessee hereby agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and/or maintenance charges or time extension fee on any other account whatsoever shall be recoverable as arrears of land revenue.

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

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

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

5. Notwithstanding any other provisions herein before contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the Industrial use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.

It is further expressly agreed by the Lessee that the lease in part or as a whole for default of the provisions of this clause shall be terminable by a one month notice to quit on behalf of the Lessor.

6. (a) That the Lessee is fully aware that the aforesaid premises had earlier been given by the Lessor to Shri/Km./M/s. M.K. Arora Pvt. Ltd.

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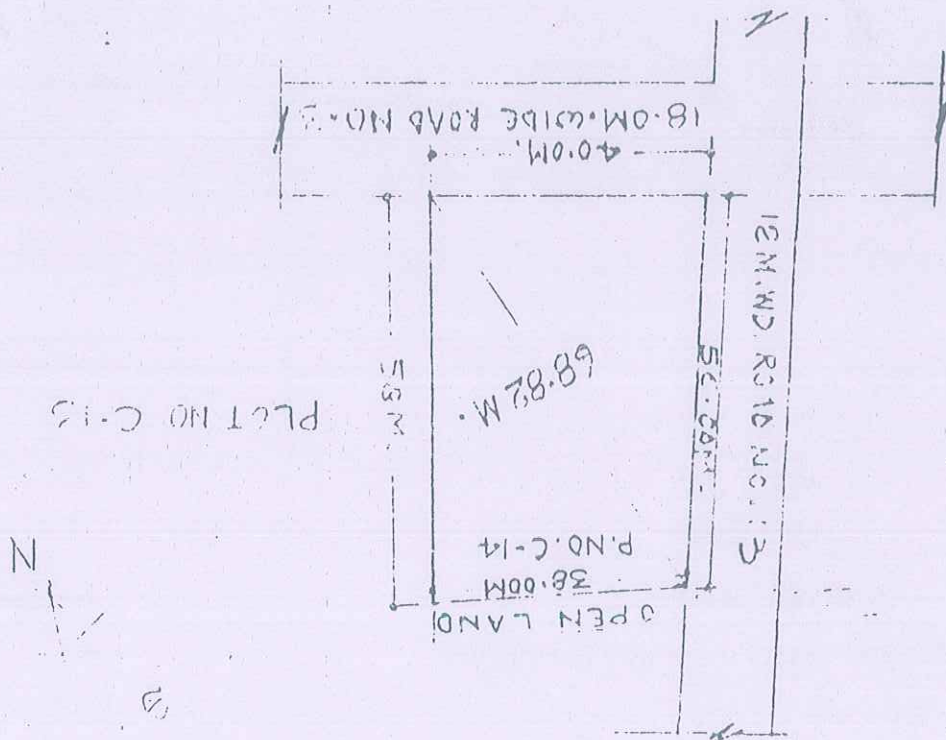


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SITE PLAN OF PLOT NO. C-14, UPSIDE
INDL. AREA "TEXTILE COMPLEX BOOMA"
KANPUR.

TOTAL PLOT AREA - 2222.00 SQ. MT.

SCALE: 1 CM. = 10.00 MT.



PLOT NO. C-13

SD. TAI PAKHI
AMAR SINGH
J.R. ENGINEER
J. P. SHAH
ASST. ENGINEER

For & on behalf of
U.P.S.I.D.C. Ltd.
RAKESH JHA
REGIONAL MANAGER