

#### अस्ट्रिमेव जयते

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

## INDIA NON JUDICIAL

## **Government of Uttar Pradesh**

## e-Stamp

IN-UP00590561070430M

03-Sep-2014 01\54-PM

NONACC (BK)/ upcorbk02/ SIKANDRABAD/ UP-BLS

SUBIN-UPUPCORBK0200705562694254M

R S INFRAPROJECTS PVT LTD

Article 35 Lease

PLOT NO J 22 INDUSTRIAL AREA SIKANDRABAD DISTT

BULANDSHAHAR UP

(Zero)

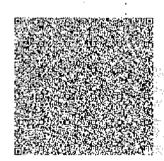
U P STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD

R S INFRAPROJECTS PVT LTD

R S INFRAPROJECTS PVT LTD

75.747

(Seventy Five Thousand Seven Hundred And Forty Seven only)







-----Please write or type below this line----

VERIE



This Stemp Sheet of Re... J. attached to the Lease Deed executed between U.P. State Industrial Development Corporation Ltd. & M/s./Mrs /Sri. R. S. T. M. Leep for ... S. ... years at a Rental of Rp. 16.10.27

for First ... 2.1 years & at Ra. U.O. 2.6 for the next 30 years & of Ro. SO. S.3.

for the next 30 years for on an average answer R. S. Intraprojects Pot. rent of Rs. 4.5.12;45 with a premium of Rs 2.4.9.0 So Fegarding Plot No. 75-2

Situated of Industrial Area Sikendrabada Site S. Distt. Bulandshaher.

LESSEE

neets Producted.

Auchorised Signatory

0000045931

#### Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at "www.shcikestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
   In case of any discrepancy please inform the Competent Authority.



## INDIA NON JUDICIAL **Government of Uttar Pradesh**

e-Stamp

#### Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00331726355718M

17-Apr-2014 02:01 PM

NONACC (BK)/ upcorbk02/ SIKANDRABAD/ UP-BLS

SUBIN-UPUPCORBK0200391209009786M

R S INFRAPROJECTS PVT LTD

Article 35 Lease

PLOT NO J 22 INDUSTRIAL AREA SIKANDRABAD DIST

BULANDSHAHAR

(Zero)

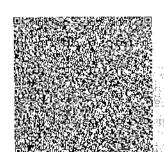
U P STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD

R S INFRAPROJECTS PVT LTD

R S INFRAPROJECTS PVT LTD

2.62,500

(Two Lakh Sixty Two Thousand Five Hundred only)



Please write or type below this line, ....

1868 Samo Semin 262500/5 harded to the Lease Their executed between & Norther Bri Kish Links projects pro- Ital.

Aprillian 21 . seems & at Rs. 40.764. Aug 1997 ganger 310 years & of Rs .... LOS.34. SO

for the next CO years for on an average annual

rent of Ra 4563-65 with a premium for R. S. Infraprojects Rvt. Ltd. of Ro 24.00,850 fregarding Plot No J. 2.

Sliveted of Industrial Area Sikandrabada

0000045905

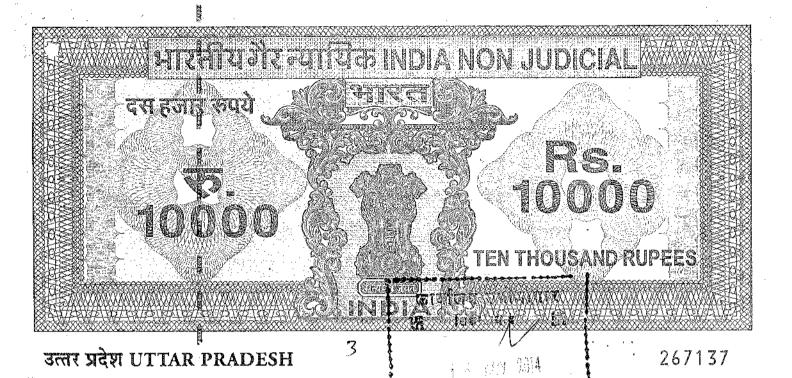
Authorised Signstory

UPSIDC LIG Site. A.B. Distt. Bulandshabar. Sikandrabad

The authenticity of this Stamp Certificate should be verified at "www.shoilesternp.com". Any discrepancy in the details on this Certificate and as available on the website randers it invalid.

. The onus of checking the legitimacy is on the users of the certificate.

In case of any discrepancy please inform the Competent Authority.



This stamp sheet of Rs. 10,000.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

स्त्रपर देश शिका परी विश्व सम्ब

LESSOR

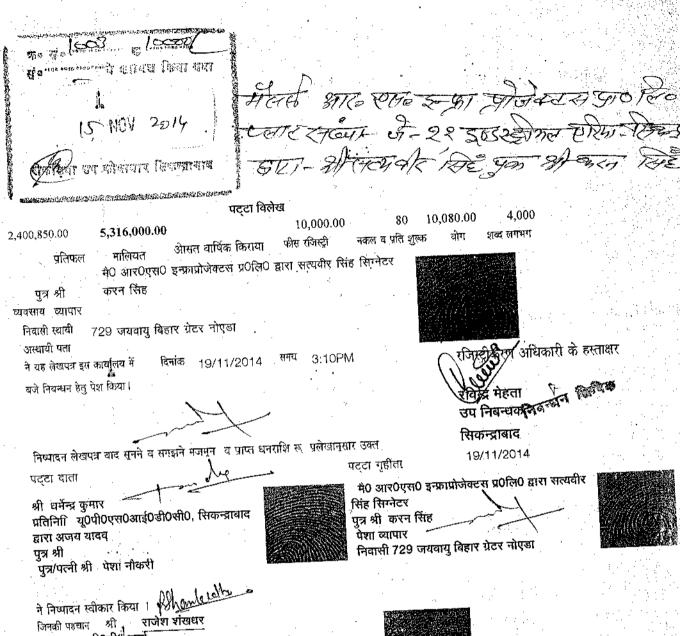
LESSEE

800-

Area Manager U.P.S.I.D.C Ltd Sikandrabad ∮

For R. S. Infraprojects Pyt. Lea.

Authorized Signatory



बी0डी0 शर्मा पुत्र श्री

व्यापार पेशा

खिडकी एन्कलेव, दिल्ली-17 निवासी

प्रवीन कुमार सिंह अरविन्व कुमार सिंह व श्री पुत्र श्री

पेशा

जीगना विच कोर जीगना आर0एस0 मिर्जापुर निवासी

नेकी ।

पुत्पक्षतः भद्र साक्षियों के निशान अंगूठे नियमगुसार लिये गये हैं।





र्जूण अधिकारी के हस्ताक्षर





तिका**ग्र**ेगस 267138

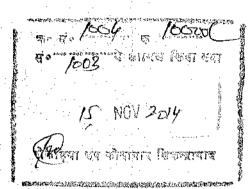
This stamp sheet of Rs. 10,000.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt - Bulandshahar.

**LESSOR** 

LESSEE

Area Manager U.P.S.I.D.C Ltd. Sikandrabad /

> For R. S. Intraprojects Rvt. Ltd. Authorised Signators



पट्टा दाता

Registration No.:

Year: 2,014

Book No.:

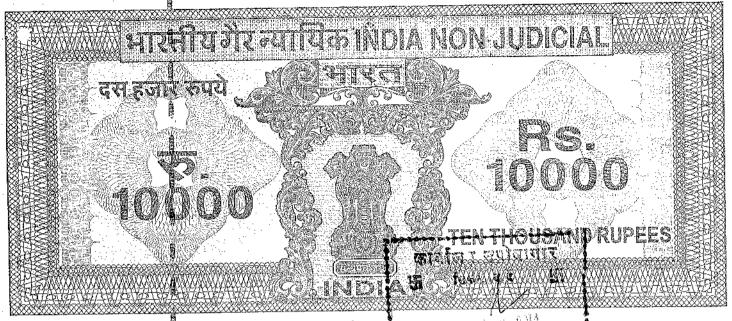
0101 धर्मेन्द्र कुमार प्रतिनिधि यू0पी0एस0आई0डी0सी0, सिकन्द्राबाव

यू0पी0एस0आई0डी0सी0, सिकन्द्राबाद

नौकरी







267139

This stamp sheet of Rs. 10,000.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00

regarding Plot No. J-22 Situated in Industrial Area

Sikandrabad, Distt - Bulandshahar.

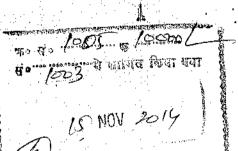
**LESSOR** 

LESSEE

Bon-

Area Manager U P.S.I.D.C. Led Sikanurabad y

For R. S. Indrance as Pvt. Ltd.
Authorised Dispator



2,014

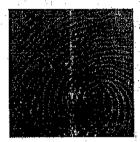
Book No.:

egistration No.: 9557 Year : भै0 आर0एस0 इन्फ्राप्रोजेक्टस प्र0लि0 द्वारा सत्यवीर सिंह सिग 0201

करन सिंह

729 जयवायु बिहार ग्रेटर नोएडा









AM 713786

. १०० हरू-इस्क्युक्ता

This stamp sheet of Rs. 1,000.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

**LESSOR** 

LESSEE

Area Manager \
U.P.S.I.D.C Ltd.
Sikandrabad

For R. S. Intraproless Pvs. Lee.

Authorised Signators

काला कुमार जैन स्टाम विकेता

काला 14 तहा सिवाद जिस बार के



7

AM 713787

This stamp sheet of Rs. 1,000.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

.LESSOR

**LESSEE** 



Area Manager \
U.P.S.I.D.C. Ltd.
Sikandrabad

For R. S. Intraprosects Pvt. Lie

Authorized Signatory

535 विश्व विष्य विश्व विष्य विश्व व

न्नित कुनार केंग स्टाम्प विक्रेता नामक १५ प्रहार सिराधाद प्रिता वर पर



 $\mathscr{S}$ 

AM 713788

This stamp sheet of Rs. 1,000.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

**LESSOR** 

LESSEE

D.\_\_\_

Area Manager U.P.S.I.D.C. Ltd. Sikandrabad §

For R. S. Intraprojects Rvt. Ltd.

Authorised Signatory

536 13-11-2014 10-17 निया गया न्याम ना 534 में शावित किया गया

न्यलित कुनार जैन स्टाम्प विक्रेता न्यल्न 14 क्रिक्ट प्रिक्टबाद जिंठ वर रू



9

035280

This stamp sheet of Rs. 500.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

**LESSOR** 

LESSEE

Alsa Manager U.P.S.I.D.O. Ltd Sikandrabad

For R. S. Intraproyects, Pvt. Lea.

Authorised Signatory

मामत खुमार को (क्लाम विक्रोता) संट्यां निक्



Rs 100

सत्यमेव जयते

ONE HUNDREDRUPES

STREINDIA INDIANONIUDICIAISE

प्रदेश UTTAR PRADESH

10

CF 371301

This stamp sheet of Rs. 100.00 is attached lease deed executed between State U.P. Industrial Development Corporation Ltd. R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No J-22 Situated in Industrial Area Sikandrabad, Distt - Bulandshahar.

**LESSOR** 

LESSEE

Area Manager ), U.P.S.I.D.C Ltd Sikandrabad ,

For R. S. Infrapappects Pvr. Ltd.

Authorised Signatory

410-10 539 (3-10) 2-11-2017
410-10 534 (3-10) 2-10-11-11-11

TIL 70 14 (180) ATOLIC FORD OF 10



CF 370299

This stamp sheet of Rs. 100.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

LESSOR

LESSEE



7 ma Marrys Uir Silolo Lig Bikandrebad

For R. S. Intrapolaces Pvt. Lies

Authorised Signator

निता युक्त के कान्य के के निता की जा क



10

ÇF 370300

This stamp sheet of Rs. 100.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

**LESSOR** 

LESSEE

By-

Wanager WESTOC Ltd Sikandrabad,

For R. S. Inda.

Authorised Signatory

HOME 538 ROME TO SAY ) WHITE FOR THE

निर्मित जुमान देन स्टाप्य विकेता भारत्न १४ राहण निरम्भ किल कर





ONE HUNDRED RUPEES

सत्यपेय जयते

13

NDIANON UDIĆIAL

उत्तर प्रदेश UTTAR PRADESH

CF 371331

This stamp sheet of Rs. 100.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs.24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

**LESSOR** 

LESSEE

Mm

Area Manager U.P.S.I.D.C Ltd Sikandrabad # For R. S. Intraprojeto Pre. Lea





14

28AA 446996

This stamp sheet of Rs. 20.00 is attached to the lease deed executed between .U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

**LESSOR** 

**LESSEE** 



For R. S. Intraprojects Pvt. Line.

Authorised Signator

स्वनं विनाक रूपये नाम स्टाम्प नव 534 में शावित किया गया

लहित कुरार जैन स्टाम्ब्यिकता चारन० 14 तह० तिल्वान जिए बर



38AC 999052

This stamp sheet of Rs. 10.00 is attached to the lease deed executed between U.P. State Industrial Development Corporation Ltd. & M/s R. S. Infraprojects Pvt. Ltd. for 81 years at a rental of Rs. 1,610.70 for first 21 years & at Rs. 4,026.75 for the next 30 years & at Rs. 8,053.50 for the next 30 years i.e. on an average annual rent of Rs. 4,563.65 with a premium of Rs. 24,00,850.00 regarding Plot No. J-22 Situated in Industrial Area Sikandrabad, Distt – Bulandshahar.

LESSOR

LESSEE



Area Manager U.P.S.I.D.C. Ltd. Sikandrabad 🛭

Authorised Signators

Į1

स्वाम नव ५३४ में शामिक किया गया निवाद कुगार जीन स्टाउप निकेता भारतन १४ तहा रितवाद जित का



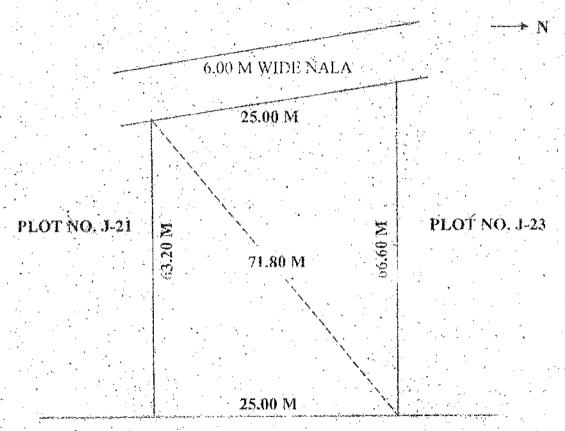
## U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD.

SITE PLAN OF PLOT NO. J-22, AT. I.A. GOPALPUR, SIKANDRABAD, DISTT-BULANDSHAHAR

OT TO THE SCALE

**INDEX** 

TOTAL AREA OF PLOT: 1610.70 SQM



12.00M WIDE ROAD

JUNIOR ENGINEER

Sikandrabad /

CONSTRUCTION DIVISION -I GHAZIABAD UPSIDC Ltd

For R. S. Intraprojects Pvt. Lea.

Authorised Signator

## 17

Authorised Signatur

# LEASE-DEED

Indus		
Plot N	o.J-27	
Samv ja Cor	atbetween U. P. Sta	corresponding to Saka te Industrial Development Corporation Limited, as Act, 1956 and having its registered office at essor which expression shall, unless the context
does	not so admit, include its successors and a	ssigns) of the one part, AND
	Shri	S/o
propr	letor of the single owner firm/Karta of Join	Hindu Family firm of
	OI	
1.	Shri	years
	\$/o	
	R/o	
2.	Shri	agedyears
	S/o	
	R/o	
3.	Shri	years
	S/o	
	R/o	
4.	Shri	years
	S/o	
	R/o	

Area Manager U.PSTDC Ltd Sikandrahad

5.	Shri			7		₃ged	years
	\$/o	•••••			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	••••••	
	R/o	······································					• • • • • • • • • • • • • • • • • • • •
6.				I			years
		••••••		1			
٠,				1			•
<b>7.</b>				1	•		years
				1			
				ľ	مر		
							through
Shri			1				years
			- 1	•			
			1				constituted
		ttorney under	,				•
y				OR			
a comp	pany within	the meaning of W - lo . Sac	the Compar	J. P. 1y Act, 18 m. N.	956 and havi	ing its registe	IN H. red office at th its managing VIVDS - 2843 P
		ænSingh			,		M.C
		Curled P	-4 Jal	Palgh.	rihar e	Gr Noid	a :
				OR			
	society	registered	under	the		ive Soci	eties Act, through its
Chairm	nan/Secreta	ry duly authori	sed attorne	y Sh <b>r</b> i			<del>-</del>
Shri				ì			
/which	ovaronalan	المعامد		- 1			ed the Lessee
(wnich	expression	shall, unless t	ne context			nclude his he	
	Area M UPSID	anager C Ltd			Antho	rised Signators	
nancasas de S	Sikand	Official Land	Anānās sarat gelemyks	i Versioner var tid dage	Studenslede skrive inde	i. Section of the Legisland Region Residence	tions of the property of the second

administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.

WHEREAS the State of Uttar Pradesh has acquired land at Silcand Lovel 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 amount of premium mentioned in clause I hereinafter is provisional and it is hereby agreed that the Lessee shall pay as provided in clause 2(a) and 2(b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease of the plot of land hereinafter described area. Silcanobabrd an industrial unit for manufacturing. Steel Structural Calucication according to the design and building plan approved by the Lessor other competent authority.

### NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

in consideration of the payment by the Lessco of the provisional premium of
As 15 89215/2 (As letter lex alone syphophico there and two hundred severy fine aly
the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. 8.11.5.7.5.1.2. (Rs. Eg) the closes thousand five hundred Sensity five all
to be paid in The live half yearly instalments as follows along with interest @
annum on the total outstanding premium.
$\cdot$

1.	As 67631.25	on the	1.5+	day of	July	20.15
2.	Rs. 67631-25	on the	tst	day of	Jan:	20.1.6
3.	Rs. 67631:25	on the	157	day of	Tuly	20. <i>l</i> .C
4.	Rs. 67.631.25	on the	13+	day of	Jan:	20./.7
5.	Rs. 67.631:25	on the	İst	day of	Teely	20.1.7
6.	As. 6.7.6.31:25	on the	154	day of	Jak	20.18
7.	Rs. 67631-25	on the	1st	day of	July	20.18
8	Area Manager	~	1st	. A. S. latraprojec	ts Ryt. Ltd.	2001
	Area Manager				15:	

9	67631.25	121	(4)	July	2019
16.	Rs. 6763125	on the lst	day of	Jan.	20.2.0
l \$.	Rs. 6.76.31.25	on the Lst	day of	July	20.2.0
120	Rs. 6.76.3(:25	on the Lst	day of	Joh.	20.21
: the		the Lessee pays the a rebate will be admi			
NC	·	shall be payable hal ar, the first of such pay			
٠.	above, shall	payment of the premium be deemed to have a ring 12.977.	ccrued from the dat	e of the reservation	on/allotment
	any, and the	ts made by the Lesse reafter towards the pr towards the lease rent ry.	emium due, if any an	id the balance, if a	any, shall be
he sit 	ntained and on the part reby demise to the Les uated within the Indust SilsanolubledParg measurement	ereinafter reserved an of the leasee, to be resusee, all the land of plot rial Area at Silcand lana/Tehsil Golcomb.	pectively paid, observe numbered as. J.=2.2 Inclined. Head District. Bul	ed & performed, the	Lessor dothin Village
on on an ma	or towards the East to or towards the West d which said plot of la arked red TO HOLD to eir appurtenances unto	by LLS No by LLS No by 12 VD VI by 6 VD IVI and is more clearly del the said plot of land he to the Lessee for the tel d always reserving to	Whole Local Wicke 1200 ineated and shown in reinafter referred to m of ninety years from	the attached plan as the demise pre m 20. hday c	emises) with of April
(a)	premises, if dee the area.	nter mains, drains, se med necessary by the Manager PSIDC Ltd Skandrabad	Lessor or his succe	essor or assigns in	

- (b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.
- Yielding and paying thereof unto Lessor on the day of min day of min each year in advance the yearly rent at the rate of Rs. 0.207 Rs. 1.00 per sq. mtr. per year during the first Thirty years, Rs. 0.507 Rs. 2.50 per sq. mtr. per year during the next thirty years and after expiry of the first Thirty years and Rs. 1.07 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 day of March. 20.19. having been paid.

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings and machinery built upon or affixed thereto.

- (d) That the lessee will pay upto the lessor the said rent at the time on the date in manner herein before appointed for payment thereof clear of all deductions:
- 2.(a)(i) In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required/called upon to bear, 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.

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 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

UPSIDE LId.

Sikandrabad

For R. S. Intraprojects Pyr. Ltc.

Authorised Signatory

Slow Moving area

finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause 1 above.

(b) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.

And that such payments of proportionate additional premium shall be made within 60 days of the demand by the Lessor.

#### 3. AND THE LESSEE DOTH HEREBY COVENANTS WITH THE LESSOR AS UNDER:

- (a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises or the building to be erected thereupon.
- (b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance charges of whatever description including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc., and other common facilities and services as may from time to time be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 16%p.a. on the amount due.

OR

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

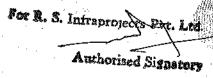
For year 2007 to 2011
 Rs. 6/ per sq. mtr. p.a.
 For year 2012 to 2016
 Rs. 8/- per sq. mtr. p.a.
 Rs. 1.50/- per sq. mtr. p.a.
 Rs. 2/- per sq. mtr. p.a.

Very Fast/Fast Moving area

Maintenance charges for subsequent years shall be decided by the Lessor based on the Whole Sale Price Index prevailing in the previous year, vis-a-vis the Whole Sale Price Index in the 20th years and would be informed to the Lessee. The Lessee hereby agrees to pay to the lessor such maintenance charges on first day of July each years. In case of non payment of maintenance charges as mentioned above, the Lessee shall have to bear interest @ 14% p.a. The Lessor further reserves the right to cancel the Lessee on non-payment of maintenance charges.

(c) That whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of UPSIDC,

UPSIDC Lid



the Lessee will be liable to pay and discharge all rates, taxes, charges, claimes and out -goings charges or imposed and assessment of every description which may be assessed, charged or imposed upon them by the Local Body and will abide by the rules and directives of the local body.

- (d) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety convenience of the other inhabitants of the place, and shall not release any obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the State Effluents Board/U.P. Pollution Control Board or any other authority competent to make rules, regulations, bye-laws and laws in this behalf from time to time. Any breach of such law, rules, regulations and bye-laws shall be the sole liability of the lessee.
- (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.
- That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessee and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Lessor or the municipal or the other authority requiring him so to do, correct such deviation as aforesaid and if the Lessor shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessee or other authority the amount which the Lessor/

U.P.S.T.D.C. Ltd Sikandrabad For M. S. Infraprojects Pvt. Ltd.

Authorised Signatory

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 so allowable if 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 convenants 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 tinancing 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 tessor 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 calender months from the date of such assignment, inheritance or transfer, deliver a notice of such



For R. S. Infraprojects Pyt. Led

Authorised Signatory

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 shall have the implied right and authority to enter upon the said plot or land and building to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purpose at all reasonable times.
- (I) 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 permanantly unfit for building purposes.
- (o) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portions of the demised premises within. As per UPSIDA by law meter of boundries on front rear at site sides thereof as marked in the attached plan.
- (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.

For R. S. Infraprojects For, Ltd.

U.P.S.I.D.C. Ltd Authorised Signatory
Sikandrabad

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. Time Extension shall be permitted as per then prevailing rules and Time Extension Fee shall be payable as per rules.

(p) (iii) The following fee due as Time Extension Fee(TEF) in case of extension of time beyond 02 years shall be payable by the lessee -

(a) For plots in Very fast moving areas allotted after 25.04.200 f but upto 01-09-2007:-

Upto two years from the date of allotment

without any extension fee.

2 to 3 years

2% of the original premium as TEF.

3 to 4 years

3% of the original premium as TEF.

4 to 5 years

5% of the or/ginal premium as TEF.

5 to 6 years

7.5% of the original premium as TEF.

o to o years

10% of the original premium as TEF.

Beyond 6 years

(b) For plots allotted after \$1-0\frac{1}{2}-2007 in very fast and fast moving areas time extension shall be granted after charging time extentin fees as per following schedule:-

Upto two years from the date of allotment without any extension fee.

2 to 3 years

5% of the premium rate at allotment/transfer as TEF.

3 to 4 years'

10% of the premium rate at allotment/transfer as TEF.

After 4 years

15% of the premium rate at allotment/transfer as TEF.

In case of slow moving areas half the above rates shall be charged.

Time extension can be granted only upto 10 years of allotment, beyond such time further extension can only be considered if allowed by the Board of Corporation-

- a) Request for time extension will have to made by defaulting allottees within the expiry of original/extended period.
- b) Incase request of time extension is made after the expiry of original/extended period and plot is not cancelled, meanwhile, then TEF would be payable for the entire period elapsed along with interest @...14.% since expiry of original/extended time limit.
- c) In case unit commences production beyond 2 years from the date allotment/transfer or any extended period, then TEF will be payable for minimum period of 12 months after original/extended period. In case TEF is not paid by the lessee allotment shall be liable for cancellation on ground of non-payment of TEF.

Area Manager
U.PS I.D.C. Ltd

For R. S. Infraprojects Pvt. Lea.

Authorised Signatury

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 own cost of as per Govt. norms.
- (q) That the Lesee 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;
- (iii) 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.

That the Lessee being a registered partnership firm declares, affirms, and undertakes that during the subsistence of the terms of this, agreement the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may 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 consont of the lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

Фn.

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

\_<del>-0n</del>-

The Lessee being a Company shall not make or attempt to make any alterations, whatsoever in the provisions of its Memorandum & Articles of Association or in its capital structure 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, shall not change its name without prior information to UPSIDC and effect enblock transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.

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

For R. S. Infraprojects Pvt. Ltd.

Authorised Signators

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 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/prevailing as made by Government.
- 4. AND IT IS HEREBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:
- Notwithstanding anything herein before contained if there shall have been in the opinion of (a) 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 mortagages 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 falls 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



Authorised Signatory



with interest thereon @..........%per annum and the Lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all his buildings, erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium, interest and the Lease rent upto date and all municipal and other taxes, rates and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months or sooner of the date of expiration determination of the Lease as he may have himself put up and in case of failure on the Lessee's part to do so the buildings and erections 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 of 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.



For R. S. Intraprojects Pvt. Lta.

Amborised Signatury

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

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

- (e) That the Lessor and the Lessee hereby agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and/or maintenance charges or on any other account whatsoever shall be recoverable as arrears of land revenue.
- (f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workmen to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.
- (g) That any relaxation or indulgence granted by the Lessor shall not in any way prejudice the legal right of the Lessor.
- (h) The stamp and registration charges on this deed shall be borne by the Lessee.
- 5. Notwithstanding any other provisions herein before contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the Industrial use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as atoresaid 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 descretion 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 three months notice to quit on behalf of the Lessor.

6. In case the lessee is unable to utilise the leased land covering stipulated 30% area within the time allocated in the lease and requests for further time the same may be allowed subject to rules and upon payment of additional time extension fee.

Area Manager U.PS I.D.C. Ltd Sikandrabad For R. S. Infraprojects Pyr. Lea.

Authorised Signatory

6. (a)	That the Lessee is fully aware that the aforesaid premises had earlier been given by the
	Lessor to Shri/Km./M/s
	through the lease deed datedduly
	registered aton
	been determined/surrendered and forfieted by the Lessor vide letter/notice No.
	datedand as such has ceased absolutely.
(b)	That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to a civil action or other legal proceedings initiated by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.
7.	The lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDC Industrial Area.
	IN WITNESS WHEREOF the parties hereto have set their hands the day and in the year
	first above written.
	For and on behalf of
· · · · · · · · · · · · · · · · · · ·	U.P. State Industrial Development Corporation Ltd  Signed by:
	RSI on beet her with the
a. Witi	Signed by:  Area Managor  Sloutet BD Sharmer Exhib  ness: J1/13 FFU Khirlin Exhib  pullif-17
b. Witi	ness: 51/13 ptu   Sikandrabad
	For and on behalf of the Lessee
	Signed by: For R. S. Infraprojects Pvt. Ltd.
a. Witi	ness (Hemtelother) Authorised Signatory
b. Witi	ness to praveen kumar Strong 4
Decem	ness. Asymar Singh (praveen Kumar Singh Sto Arvind Ku. Singh Sto Arvind Ku. Singh Story Cot Story Cot Signa (RS) Signa (RS) Signa (RS)

आज दिनांक 19/11/2014 .

बही सं

<u>1</u> जिल्द सं <u>6214</u>

पृष्ठ सं

से 341

<u>402</u>

पर कमांक

<u>9557</u>

रजिस्ट्रीकृत किया गया ।

0 पूर्ण अधिकारी के हस्ताक्षर

उप निबन्धक

सिकन्द्राबाद 19/11/2014

Honolovis to ton lastif 750 luthon

## R. S. INFRAPROJECTS PVT LTD

(AN ISO 9001: 2008 CERTIFIED COMPANY) CORPORATE OFFICE: B – 133, SECTOR – 2, NOIDA – 201 301 (UP)

Telephone: 0120 - 4779800, Fax. 0120 - 4779801

E-mail: projects@rsinfra.in.

06.05.2013

The DGM

The Bank of Baroda

New Delhi - 110001

Sub.:

Transfer Memorandum dated 14,08.2008

Ref.:

Your mail dated 26.04.2013 - Property No. B-133, Sector-2

Dear Sir,

This refers to your e-mail dated 26.04.2013, please find enclosed Original Attested copy of Transfer Memorandum dated 14.08.2008.

We had also approached to NOIDA Authority for getting attested copies of Functional certificate dated 03.12.2002 and Transfer memorandum dated 20.09.2001 but since it is not pertained to us and is prior to our buying of property. NOIDA Authority denied to provide us attested documents.

As per NOIDA Authority file is closed for the period of prior to our buying of property.

Thanking you,

Yours truly,

For R.S. Infraprojects Pvt. Ltd.

Authorized Signatory

## NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Man Administrative Building, Sector VI NOIDA - 201301

idustrial Department

ocation : 2/B133

Na

Run Date: 14/08/2008

Regn Id.: 40006336

## TRANSFER MEMORANDUM

Shri/Smt/M/s.\_LUTHRA PACKERS (P) LTD. B-133, SECTOR-2, NOIDA

ALLOTTED/transferred Industrial plot/ No2/B133

has applied for transfer of plot/shed2/B133

in favour of

R. S. INFRAPROJECTS PVT. LTD.

B-48, EAST OF KAILASH, NEW DELHI-110065

Accordingly, the permission for transfer is being granted subject to the following terms and conditions:

- 1. The transfer charges are applicable @ Rs1100per sqmt, amounting to Rs429440
- 2. Henceforth lease rent shall be paybale as per prevailing policy of the Authority
- 3. Any other dues/arrears shall be recovered from the transferee subject to interest applicable at the time to recovery of dues. In case of default in payment present rate of interest is 15% per annum compounding at six monthly rest for the defaulted amount for the defaulted period.
- 4. The transferee shall come into commercial production within one years from the date of transfer memorandum.In case of breach of terms and conditions, the Lease/Transfer deed will be cancelled/ revoked and the possession shall be resumed by the Authority
- 5. The transferee shall be bound by the terms and conditions of Lease Deed executed between the Leassee and NOIDA on 17/03/1978 subject to the changes mentioned in the transfer Memorandum and otherwise, from time to time.
- 6. The transferee automaticaly would inherit all the assets and liabilities connected with the above property including liabilities on account of deviation, made in the building, its use, in respect of violation of other terms and conditions of the allotment/lease deed.
- 7 The transferee shall be running the project of UT & LT.E.S.

The transferee shall be liable to fulfil various requirement laid down by the U.P. Pollution Control Board before implementation of the project. However, if any change/addition in the project is required that the same shall be considered as per rules and regulation of the Authority and shall be implemented only after the prior approval of such changes from the Authority. Any change of project without prior written approval  $f_{\rm c} = 3 c \, {\rm tr} \, (4 \, {\rm cm}  Contract to the second

necessary action for cancellation/revocation of lease/tr\_deed.

- 8 The transferee shall not rent-out/sublet the premises(Party/fully) without prior permission of the Authority
- 9 The Transferee shall not undertake any change in constitution without prior approval of the Authority and the same shall be considered subject to terms, conditions framed by Noida in this regard from time to time
- 10. In case transferor is a banafide lessee then he shall execute transfer deed with the transferee within 90 days fro, the date of issue of of transfer memorandum, in case of default, penaity shall be @ rs 50/- per day upto 200 sq.mtr. plot area @ Rs. 100/- per day upto plot area of 800 sq.mtg. and @ Rs. 200/- per day for plot arear above 800 sq.mtr. and a certified copy of the same spall-be submitted to the AUTHORITY after the registration of the same with the Sub-Registrar NOIDA //he/transfer-Memoralidum shall be the part of transfer deed executed between transferor and transferee

## NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY

Main Administrative Building, Sector VI NOIDA - 201301

- 11. The transfer is for the balance period of 90 years w.e.f date of allotment.
- 12. In case property is being transferred by UPFC,NOIDA(U/S-29) necessary legal document shall be executed by UPFC NOIDA and certified copy of the same shall be submitted to this office within 60 days from issue of this Transfer Memorandum.
- 13. If the transferee/transferor does not abide by the term condition of allotment/Lease and building regulation and directions or any other rules framed by the Authority, the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor and the lessee in such an event will not be entitled to claim any compensation in respect thereof.
- 14. Trnasferee will not implement the project before execution of transfer deed.
- 15 That the Transferee shall employ 5% employee out of total labour force from the families whose land have been acquired for the development of NOIDA area.
- 6. Transfer is approved subject to submission of No objection Certificate from A.O.(IAA), NOIDA of /PE(JAL) NOIDA.
- 17. The transferee shall be bound by the terms of allotment/lease deed/transfer deed/as they stand amended from time to time and shall also be bound by all the rules and regulation framed by the Authority in this regard.
- 18. The transferee shall be governed by provisions of U.P Industrial Area Development Act, 1976.
- 19. Transferee may mortgage the property to any financial Institution including banks without the permission from the Authority provided full payment towards premium, intt. thereon one time lease rent has been paid.
- 20. In the event of any dispute legal jurisdiction shall be district Court of Gautam Budh Nagar and Hon'ble High Court of Allahabad.
- 21. It shall be exclusive responsibility and liability of the transferee to indemnify Noida against all claims and damages made by any Financial/Institutional/Bank/U.P.S.E.B/Trade tox Deptt/Noida (Ind. Area Accounts & Jal Deptt.)/Directorate of Industries. U.P and or by any of the earlier lessee/transferor/transferee and all claims and damages arising out of the above would be settled directly at his own risk, cost and responsibility.
- 22. If there is any revision in the rate this will be applicable on the transferee.

  If any unauthorized activity/construction is found, the allothern shall be cancelled without any notice.

COPY TO -

1 Transferor LUTHRA PACKERS (P) LTD

Wanslerdern G. WilhinFinoullo ISPN 1012

3 A.O (IAA), NOIDA

4. Regional Manager UPFC NOIDA

5 GM DIC Gautam Budh Nagar

6 A O (Revenue -Jal), NOIDA

Manager(Ind.)

o sign yy i o o

Manager(Ind.)

NOTALY PUBLIC (Gov. of India)