A USU SS. deed connot.

MAHCS 7324R



LIG.

I, T. Z., riaridwar

LEASE DEED

Que Industrial Day Landwar

Industrial Area, 118 - Harldwar		
Plot No. 40 Sector 11	•	
THIS LEASE DEED made on the in the year two thous	and and 2015	_ day of and
corresponding to Saka Samvat	between State Infrastru	ucture and
Industrial Development Corporation of Uttarakhan	d Limited (SIIDCUL),	a company
within the meaning of the Companies Act, 1956, and havi	ing its registered office a	t Secretariat
Dehradun (Uttarakhand) and Head Office at (hereinafter	referred to as the "Less	sor") which
expression shall unless the context does not so admit, incl	ude its successors and as	signs) of the
one part,		. 1
AND	***	
Shri/Smt./Km.	,	aged about
years, Slo		
R/o		11
OR		· ·
Shri/Smt./Km. VIIKas Garg	, aged about	
Charles Glave	Proprietor of proprieta	ry firm by the
name of Forace Industria Unit 2	/Karta of Joint Hindu	Family Firm,
by the name of		having its
office at		
OR		
O1 110 1 177	, aged	years,
R/o		
S/o	1	

Regional Managel

State Industrial Day, Crop. of U.A. Ltd

I. L. E., Haridwar

FOR FORACE INDUSTRIES, UNIT-2

Vivalt

2.	Shri/Smt./Km.	, aged	years,
	S/o		·
3.	Shri/Smt./Km.	, aged	years,
	S/o R/o		·
4.	Shri/Smt./Km.	, aged	years,
	S/oR/o		
5.	Shri/Smt./Km.	aged	years,
	S/o		·
6.	Shri/Smt./Km.), aged	years,
0.	S/oR/o	1	·
Havi	ng its office at		, a
	1971 : 4 and martharchin firm namely		
	. commissioning as per its	requirement on the terms an	d conditions as
may	by such State Electricity Boar	d or any other authority/Co	inpany, in tino
	1 And Indian Partnership Act.	932 and duly authorised by	
D 1	/duly authorised by Ge	eneral Power of Attorney one	
1.2	Document No	, Doon I is	
Volun	ne No at pages	to with su	b-Registrar of
	rances,;		
7 2000			
OR			
		, a Society register	ed under the
		, a Society register	g its office at
Societ	ies Registration Act, 1860 or the relevan	nt State enactment, navin	the
	, though ivi		of the
Secret	ary/President of the said society, duly aut	horised by Article	
Memo	orandum of Association of the said Society;		
OR		to a second	
		, a Private/public li	mited company
	1 1 the Indian Companies Act.	and having it's reg	istered office at
incorp	orated under the Indian Companies Act.	though its	
	who	has been duly authorised	by a resolution
Mr	Cale and Compa	ny in its Meeting held on	,
passed	by the Board of Directors of the said Compar	ression shall, unless the con	ntext does not so
Herein	by the Board of Directors of the said Compa- after referred to as the "Lessee" (which exp include its legal heirs, executors, administr	entors successors and perm	itted assigns, as
admit.	include its legal heirs, executors, administration	ators, successors and r	
the case	e may be), of the other part;		
the cast			

Regional Manager

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

. . c Meridwa

FOR FORACE INDUSTRIES, UNIT-2

voualt

W	HEREAS:
٨	The State of Utterskipend has conveyed title rights and interest in the land admeasuring
5	2000 Sa Riverted at Village Salupur IR Mah and Dansvoll
	District Ultarakhand to the Lessor, Vide G.O. No.
	including details of Khasra Nos, specified in the said G.O., for the purpose
sett	ing up an Integrated Industrial Estate/Industrial Area and the Lessor has subdivided the
aha	we land into plots and intends to grant leasehold right in such Subdivided plots to
-	page of erecting on each plot a factory/Unit, according to the Rules and Byelaws different
Fac	tories Act, 1948 and building plans, as approved by the Corporation, Municipality or other
con	npetent authorities, as may be applicable.
B.	The amount of premium mentioned in Clause 1 hereinafter is provisional and the Lessee
shal	I pay the additional premiums as hereinafter provided in Clause 2.2(a) and Clause 2.2(b), as
and	when determined by the Lessor.
C.	The Lessor has agreed to grant of lease and the Lessee has agreed to take on lease a plot
of la	and admeasuring
Indu	and admeasuring
Dist	rict, Uttarakhand. The details of the said plot are described in Schedule A annexed hereto,
subj	ect to the terms and conditions hereinafter manufacturing
_	ect to the terms and conditions hereinafter manufacturing
as pe	er the design and building plan, approved by the Corporation/Municipal or other concerned
local	authority, within the Industrial Area,,
	District, Uttarakhand.
NOV	WTHIS LEASE DEED WITNESSETHAS FOLLOWS:
1.	LEASE:
1.1	Subject to the provisions of this Deed, the Lessor hereby grants lease of the plot of land
	hearing Plot No 70 , (the Demiser -
	Handway, Ottalakilana to
	the Lacree hereby accepts the lease for the Delinsea Band
	Ninety (90) years ("Term") from the date hereof, except and always reserving to the
	Lessor the right to:
(a)	(i) Within the period of Twenty Four (24) months from the date of letter of
	allotment of the Demised Land i.e. 24-07-15 ("Stipulated Period") the
	Lessee shall built and erect construction, execute works and complete installation of
	plant and machinery and commence production in its Unit.
	TICPOILANT AND

Regional Manager State Industrial Dev. Crop. of U.A. Ltd I L. E., Haridwar

FOR FORACE INDUSTRIES, UNIT-2

VIRALE

- (ii) However, in case the Lessee in unable to commence production in its Unit, within the Stipulated Period for reasons attributable to the Lessor or any State/Central Governmental authority or any local authority/body having jurisdiction, on an application from the Lessee with supporting document, the Lessor shall extend the Stipulated Period, by such period (s).
- (iii) In addition, in case the Lessee is unable to commence production in its Unit, within the Stipulated, period for reasons not covered under the preceding sub-clause, on an application from the Lessee, the Lessor shall consider such application, on merits and may grant such extension(s), as it may deem appropriate, subject to payment of Extension Fee, as may be specified by the Lessor. In case, the Lessor grants extension, the Stipulated Period shall stand extended and thereupon the obligation hereunder of the Lessee to complete the building shall be taken to such extended period.

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

- (iv) In case Lessor, takes a decision not to grant extension as envisaged in Clause 1.1

 (a) (iii) above and determines this Deed, the Lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and properties, if any, deposited by them, or their agents, in the Demised Land, after paying all dues, rent and all municipal and other taxes, rates and assessment dues, and any other dues, occurring to the Lessor as on the dated of such termination of Lease and to remove the materials from the Demised Land within sixty (60) days of the date of termination of this deed.
- (v) Notwithstanding any such default of the stipulation contained in Clause 1.1(a)(i) above and in case the Lessor proposes to determine the Lease as envisaged in Clause 1.1(a)(iv) above, the Lessor shall be given 60 days written notice to the Lessee, indicating its decision to determine the Lease and terminate the Lease Deed.
- (b) In case, any mineral is found in the Demised Land and the Lessor requires any part of the Demised Land, for the purpose of mining such mineral, the Lessee shall be entitled to compensation for such portion of the Demised Land or in case, if the Lessee, is unable to conduct its business, at its sole discretion, without the portion of the Demised Land required by the Lessor, the Lessee shall be entitled to lease of land, equivalent to the are

Regional Manager

Industrial Dev. Crop. of U.A. Ltd

FOR FORACE INDUSTRIES, UNIT-2

Vivale

of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirement of the Lessee, Also, in case the Lessor requires the entire Demised Land for the purpose of mining minerals, the Lessee shall be entitled to lease of land for an alternate plot of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirements of the Lessee. In addition the Lessee shall be entitled to compensation, including towards cost of relocation.

PAYMENT AND TERMS OF PAYMENT: 2.

The Lessee hereby agrees to pay an amount of Rs. 3812.50+10%. +7 per square meter, there of eight things mehinand (only), for the Demised Land as 2.1 provisional land premium. In addition, to the above, the Lessee hereby agrees to pay Locational Charges, if applicable, @ 5% of the provisional land premium (for plots situated on roads with width of 45 metres and above) and an additional 5% of the provisional land premium, towards plot having two or more side road.

only) for the Demised Land is to paid in half yearly installment, along we interest @ % per annum on the total outstanding provisional land premium for Demised Land as on the date of payment of installment, from time to time as follows: (a) Rs on the 20 (b) Rs on the 20	and acknowledges. The bala	nly); the receipt wance amount of	hereof of the Lessor	d premium of
(a) Rson the20	only) for the Demised Land is to	to paid in \(\frac{1}{2} \) In the total outstand	half yearly installn	nent, along with premium for the
(b) Rs				
rull range. 20		on the	20	
(c) Rs	(c) Rs	on the	20	
on the	(1) D	on the		

per annum on the interest.

Regional Manager te Industrial Dev. Crop. of U.A. Ltd

I. I. E., Haridwar

FOR FORACE INDUSTRIES, UNIT-2

PROP

NOTE:
(1) The interest on the installment of provisional land premium shall be payable half-yearly on the 1" day of January and 1" day of July each year; the first of such payment is to be made on the 1"day of; (2) Liability for payment of the provisional land premium in installments including the interest referred to above, shall be deemed to have accrued from the date of issue of
(3) The payments made by the lessee will be first adjusted towards the interest due, if any, and thereafter towards the Maintenance Charges, if any, and the balance, if any, shall be appropriated towards the provisional land premium and thereafter towards the annual lease rent notwithstanding any request by the Lessee in this regard; In addition, to the provisional land premium, during the Term of the Lease envisaged therein, the Lessee shall pay an annual rent ("Rent") of Rs.
(Rupees car it forward year for that financial year,

payable in advance or before the 30th day of April [every year for that financial year, from the date of issued of letter of allotment for the Demised Land; the Lessee has paid an amount of Rs. ______ (Rupees ______ only), towards the Rent payable, for the current year computed pro rata, ending the 31st day of March [20___, if applicable, which amount the Lessor hereby accepts and acknowledges.

In case, the Rent is not paid in advance by the Lessee, on or before the 30th day of April [for the current year, the same shall carry interest @12% from the 30th day of April, till such rent is received by the Lessor.

2.4 The provisional premium mentioned in Clause 2.1 above, includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the Demised Land forms part of, and the estimated costs for laying for roads, parks and other public utility services, but should the final cost of acquisition of the whole of the said land or any part thereof goes up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessor shall request the Lessee to make such proportionate additional premium amount and the Lessee shall upon receipt of intimation from the Lessor, which demand shall not be delayed beyond a period of three years from the date, the final of acquisition is determined, pay within sixty(60) days to the Lessor, the additional premium representing the difference in the land cost component finally determined as aforesaid and the land cost component of the provisional premium mentioned in Clause 2.1 above

Regional Manager

2.3

tate Industrial Dev. Crop. of U.A. Ltd

I. I. E., Haridwar

POR PORACE INDULIR UNI

Viva 12

PF

3. MAINTENANCE FEE:

- 3.1 That the Lessor is entitled to demand and receive from the Lessee, annual recurring charge/fee, from the date hereof, or from the date issued of letter of allotment date 01-04-207 of the Demised Land to the Lessee, Whichever is later, for providing services to the Demised Land, including supply of water, maintaining roads, culverts, drains, storm water drains, sewerage, parks, and other common facilities and services indicating but not limited to waste water collection system & CETP ("Maintenance Service"). The charge/fee for providing Maintenance Service will be based on the actual total costs and expenses, to be incurred by the Lessor, in order to provide the same to the Industrial Area and the Lessee is required to pay charges, proportionate to the size of the Demised Land ("Maintenance Charges"). The Lessor will intimate in advance, the Maintenance Charges, payable for the calender year on or before January 31, of every year and the same shall be paid by the Lessee, on or before June 30 of every such year. In case of default in payment of Maintenance Charges, the Lessee is liable to pay interest @12% p.a. from July 1, of every such year till receipt of payment by the Lessor. In case, Maintenance Charges are not paid by the Lessee, for a Calendar year on or before December 31, of such years, at the discretion of the Lessor, such amount in default, can be recovered from the Lessee, as arrears of land revenue.
 - 3.2 In case, majority of the lessee in the said Industrial Area for an Association/Society and on receipt of an application received from such Association/Society, seeking permission to provide Maintenance Service in the Industrial Area, the Lessor, in its sole discretion, subject to conditions as it may deem appropriate, may transfer to such Association/Society, the right and obligation to provide Maintenance Services in the Industrial Area.
 - 3.3 In case, the right and obligation to provide Maintenance Service in the Industrial Area is transferred to the Association/Society, the Maintenance Charges remitted to the Lessor by the lessees in the Industrial Area, will be transferred to the Association/Society, by the Lessor.
 - 3.4 Lesser in order to enable a hassle free given and clean environs, endeavors to develop special projects under private sector participation (PSP) model. To make such projects viable it shall follow Use pay or Polluter Pay the Principle wherein all units in IIE-Haridwar/Pantnagar leived Tariff based on Volume & Toxicity of effluent or sewage discharge by industrial units. Such Tariff schedule shall be notified by SIIDCUL post award of such special project and shall be binding upon all units.

Regional Manager

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

1. 1. E., Haridwar

POR FORACE INDUSTRIES, UNIT-2

Vivale

4. RIGHTS AND OBLIGATIONS OF LESSEE:

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

Regional Manager Industrial Dev. Crop. of U.A. Ltd FOR FORACE INDUSTRIES, UNIT-

Viua /

plots in the neighborhood.

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

POR PORACE INDUSTRIES, U

Vinaly

Regional Manager

to Industrial Dev. Crop. of U.A. Ltd.

- 4.11 The Lessee shall utilize such area, as in accordance with the applicable byelaws for the Industrial Area of the Demised Land by covering it by root/permanent shed and other utilities required for the Unit as per approval of the Lessor within the specified period as contained herein, to the entire satisfaction of the Lessor. In case, of failure by the Lessee, to adhere to the stipulation herein above, the Lessor shall issue a notice in writing, in this regard to the Lessee and in case the Lessee, fails to rectify such breach(es), within a period of sixty (60) days from the date of receipt of such notice, the Lessor will have the right to revoke this Deed.
 - That the Lessee will not make or permit any major constructions or erections or permit 4.12 to be erected any new building without prior permission of the Lessor and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by the Lessor and the municipal/local authority requiring it so to do, correct such deviation as aforesaid, in writing, and if the Lessee fails to correct such deviation within a period of sixty (60) days from the receipt of such notice, then it shall be lawful for the Lessor or municipal/local authority, to cause such deviation to be rectified at the expense of the Lessee, which expenses the Lessee hereby agrees to reimburse to the Lessor and/or municipal/local authority, the quantum thereof, will be determined by the Lessor/municipal/local authority, as the case may be. The decision of the Lessor/municipal/local authority as the case may be in this regard shall be final and binding on the Lessee. The restriction contained above, is without prejudice to the rights of the Lessee, to carry out repairs, erections for the purpose of safeguarding or strengthening the existing constructions/buildings or for carrying out modernization/improvement, of the Unit.
 - 4.13 That the Lessee will provide and maintain, at its own cost, in good condition a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other local authority, leading from the public road to the Demised Land.
 - 4.14 That the members, directors, officers and subordinates or agents, surveyors, workmen and other authorized representatives/employees of the Lessor shall have access to the Demised Land and shall have the implied right and authority to enter upon the Demised Land and the building to be erected thereon, to inspect and view the state and progress of the works and for all reasonable purposes at all reasonable times, after given advance notice in writing to the Lessee.

4.15	That the Lessee will not ere	ct any building	gs, constructions or structures excep	t
			any portion of the Demised Land within	_
	feet from the boundary on sides thereof as marked in Schedule A hereto and sha			

Regional Manager Industrial Dev. Crop. of U.A. Ltd

I. I. E., Haridwar

FOR FORACE INDUSTRIES, UNIT

Vixule

- (i) Destroy any part of the building or other structures contiguous/adjacent to the Demised Land; or (ii) Keep the foundation, tunnels or other pits in the Demised Land open or exposed to weather causing any injury to continuous or adjacent buildings, or (iii) Dig any pits near the foundation of any building(s) thereby causing any injury or damage to such buildings; (iv) Will not erect or permit to be erected at any part of the Demised Land any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 4.16 That is Lessee shall seek and obtain insurance cover for the entire plant and machinery to be installed in the Demised Plot and shall continue to renew/seek and obtain insurance cover for the plant and machinery in the Demised Plot for the Term of this Lease. Further, the Lessee will submit to the Lessor, the copy of the insurance cover not and other documents/details in relation to such insurance cover, upon obtaining such insurance cover and upon every renewal, during the Term of this Lease.

5. RIGHTS AND OBLIGATIONS OF THE LESSOR:

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

FOR PORACE INDUSTRIES, UNIT-2

Ional Manager al Dev. Crop. of U.A. Ltd vino 1

SCHEDULEA CDamised Landas per R	
intion of Demiseu Land as per in	ecital C)
All that piece of land known as	FIOUNO Sector 71 maio
Industrial Area, bearing Khas	ra Nowithin the village Limits of
Tehsil Ha	ndor, and within/outside the limits of Municipal
Council of	District, State of Uttarakhand,
containing by admeasurment	squeare metres of
thereabouts, and bounded by a	red colour boundary lines on the plan annexed hereto, that
is to say:	
One or towards the North by	10 M Road
One or towards the South by	Pla-140-31
One or towards the East by_	DIU- NO- 39
One or towards the West by _	Road 60 M
One of towards are	·
0:	Regional Manager
Signature : H, Q.	Mauhyul State Industrial Dev. Crop. of U.A. Li
1) W.	1. I. E., Haridwar
Designation .	
a . r C to sture and Industrial D	evelopment Corporation of Uttarakhand Limited
State Infrastructure and moustrus	
Lessor	FOR FORACE INDUSTRIES, UNIT-2
Signature :	FOR FORMOR MEDICINES
Name : VIK on Designation : PW7	Gara
Designation :PN7	PRO
r	
Lessee	
103300	

