

LEASE-DEED

This Lease Deed can not be transferred
Mortgaged without prior permission of
the Corporation.

Regional Manager

Industrial Area M.G. Road, Kanpur.

Plot No. G-158

24th day of October

THIS LEASE-DEED made on the Seventeen corresponding to Saka
in the year two thousand and Seventeen
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. Nitin Gupta

S/o Sri Prem Chand Gupta.


R/o III M/R-18, Nehru Nagar, Ghaziabad.

proprietor of the single owner firm/Karta of Joint Hindu Family firm of.....

1. Shri. 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.

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5. Shri.....aged.....years
S/o.....
R/o.....
6. Shri.....aged.....years
S/o.....
R/o.....
7. Shri.....aged.....years
S/o.....
R/o.....
- constituted the registered partnership firm (including consortium partnership firm) of.....
through Shri.....aged.....
years S/o.....
R/o.....constituted
duly constituted attorney under the deed dated
OR
a company within the meaning of the Company Act, 1956 (including consortium company) and
having its registered office at
through its managing Director/Secretary/duly constituted attorney Shri.....
S/o.....
R/o.....
OR
a society registered under the Co-operative Societies Act,
M/s.....through its
Chairman/Secretary duly authorised attorney Shri.....S/o
Shri.....R/o.....
.....hereinafter called the Lessee
(which expression shall, unless the context does not so admit, include his heirs, executors,


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

WHEREAS the State of Uttar Pradesh has acquired land at M.G. Road, Hapur 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.

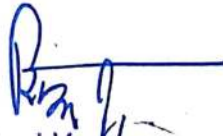
AND WHEREAS the amount of premium mentioned in clause I hereinafter is provisional and it is hereby agreed that the Lessee shall pay as provided in clause 2(a) and 2(b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease of the plot of land hereinafter described area M.G. Road, Hapur an industrial unit for manufacturing Vanaspoti Ghee & Processing of Edible Oils according to the design and building plan approved by the Lessor other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the payment by the Lessee of the provisional premium of Rs. 614915-75 (Rs. Six Lac fourteen thousand nine hundred fifteen & seventy five Paixa Only) the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. — (Rs. — MIL) to be paid in — half yearly instalments as follows alongwith interest @ — % per annum on the total outstanding premium.

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.....


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

Provided that if the Lessee pays the instalments and the interest on the due date and there are no overdues, a rebate will be admissible @% per annum in the interest.

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.....

(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~~ ^{Transfer} letter numbering 6049/SIDC/ROG/Plot No G-158/MG Road dated 11/10/17


(3) The payments made by the Lessee will be first adjusted towards the interest due, if any, and thereafter towards the premium due, if any and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the Lessee to the contrary.

And of the rent hereinafter reserved and of the covenants provisions and agreement herein contained and on the part of the lessee, to be respectively paid, observed & performed, the Lessor doth hereby demise to the Lessee, all the land of plot numbered as G-158 situated within the Industrial Area at M. G. Road in Village Dhaulana District Hapur Pargana/Tehsil 517.50 Sq. M Containing by admeasurement 517.50 Sq. M be the same a little more or less, and bounded :-

on or towards the North by Plot No. G-159
 on or towards the South by Plot No. G-157
 on or towards the East by 18.0 M Wide Road No. 4
 on or towards the West by Plot No. G-141

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land hereinafter referred to as the demise premises) with their appurtenances unto the Lessee for the term of ninety years from 19th day of March 2005 except and always reserving to the Lessor and his successors or assigns:-

- (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.


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- (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. 0.20/Rs. 1.00~~ per sq. mtrs during the first thirty years, ~~Rs. 0.50/Rs. 2.50~~ per Sq. Mtrs. Per year during the next thirty years and after expiry of the first thirty years and ~~Rs. 1.00/Rs. 5.00~~ per sq. mtrs. 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.

The lessee has the option to deposit eleven times of lease rent as calculated above in lumpsum (for 90 years).

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 %

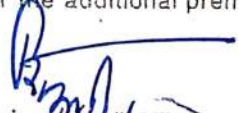
Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed 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 unto 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.

- (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 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


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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 @ 15% 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:

	Very Fast/Fast Moving area	Slow Moving area
I. For year 2007 to 2011	@ Rs. 6/- per sq. mtr. p.a.	@ Rs. 1.50/- per sq. mtr. p.a.
II. For year 2012 to 2016	@ Rs. 8/- per sq. mtr. p.a.	@ Rs. 2/- per sq. mtr. p.a.


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 @ 15% 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,


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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.

- (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.
- (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 03 months and will completely finish the same covering minimum 30% of the allotted area fit for use and start the manufacturing and production within the period of 11 months from the date of these presents 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 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/


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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 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 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


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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.
- (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. 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 wil 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 30% of allotted area to the use and start the manufacturing and production herein before mentioned within.....11.....calender months from date of ^{lease deed} possession of the said land is handed over to him and in any case within.....11..... calender months


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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 25.04.2001 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 original premium as TEF.

5 to 6 years

7.5% of the original premium as TEF.

Beyond 6 years

10% of the original premium as TEF.

(b) For plots allotted on or after 08-08-2014 in very fast and fast moving areas time extension shall be granted after charging time extension fees once for maximum period of one year as per following schedule:-

Upto ^{one} ~~three~~ years from the date of allotment without any extension fee.

3 to 4 years

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

4 to 5 years

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

After 5 years

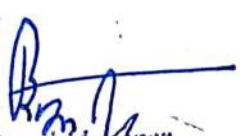
15% of the premium rate at allotment/transfer as TEF.

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

Time extension can be granted only upto 01 years of allotment, beyond such time further extension can only be considered if allowed by the Board of Corporation-

- Request for time extension will have to be made by defaulting allottees within the expiry of original/extended period.
- In case 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.
- In case unit commences production beyond 1 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.

"The lessee will raise construction covering at least 30% area of the plot and commence production within... months from the date of execution of lease deed or extended period as allowed by


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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 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;

(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.

(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;

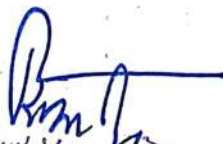
OR

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 and effect enblock transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.



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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:

- (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


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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 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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Ghaziabad



- (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.

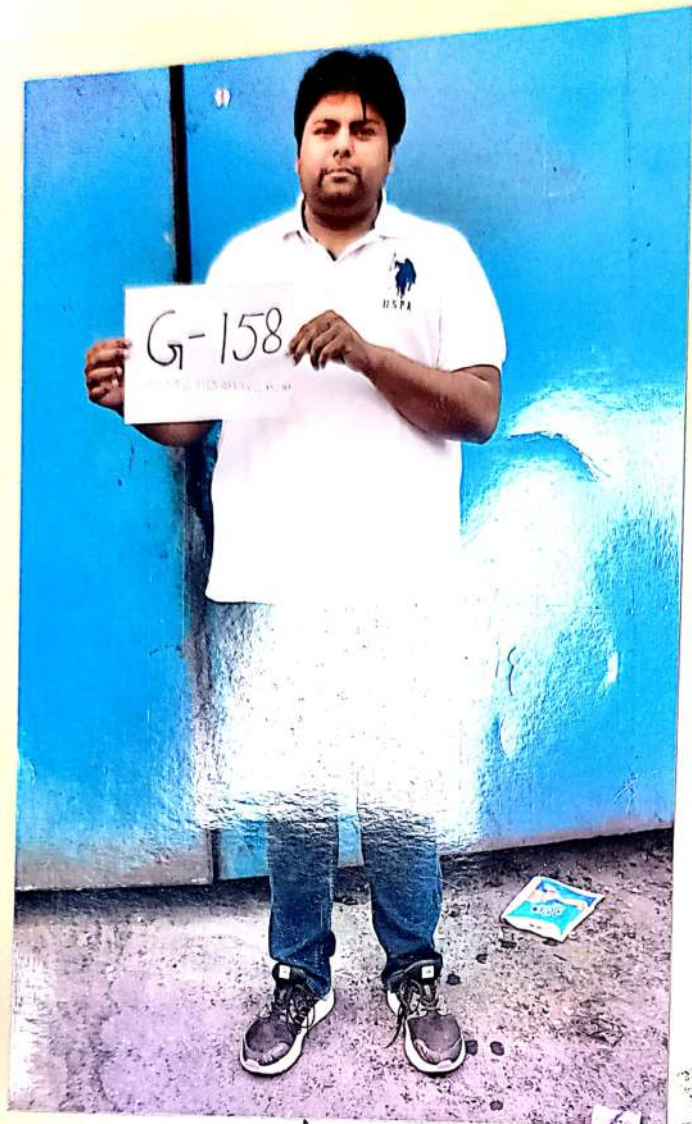
- (e) That the Lessor and the Lessee hereby agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and /or maintenance charges or on any other account whatsoever shall be recoverable as arrears of land revenue.
- (f)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


Regional Manager
U.P. State Indl. Dev. Corp. Ltd.
Ghaziabad



11/06/21



22/21



11/06/21

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ਭਾਗ ਅੰਮ੍ਰਿਤਸਰ 510 ਭਾਗ ਅੰਮ੍ਰਿਤਸਰ

6. (a) That the Lessee is fully aware that the aforesaid premises had earlier been given by the Lessor to Shri/Km/M/s. Sudha Oils & Spices Pvt. Ltd. through the lease deed dated 12th Sept. 2012 duly registered at Sub-Registrar-1st, Hapur on 18/09/12 but the lease has been determined/surrendered and forfeited by the Lessor vide letter/notice No. 6048/SIDC/ROG/Plot No. G-158/M G Road dated 11/10/17 and 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 :


Regional Manager
U.P. State Indl. Dev. Corp. Ltd.
Ghaziabad

a. Witness:

b. Witness:

For and on behalf of the Lessee


Signed by :



a. Witness. कैस दामर सो अरिष अरुण
अरुण पारब लमडा अरु
गारबाड 25/11

b. Witness. अरुण लमडा सो राम नमर
अरुण पार
गारबाड

अरुण पारब लमडा अरु
दामर 12/10/17 मा अरु अरु
गारबाड सो 25/11 अरु अरु 3576
अरु अरु 6235 अरु
पारब अरु लमडा अरु


Regional Manager
U.P. State Indl. Dev. Corp. Ltd.
Ghaziabad



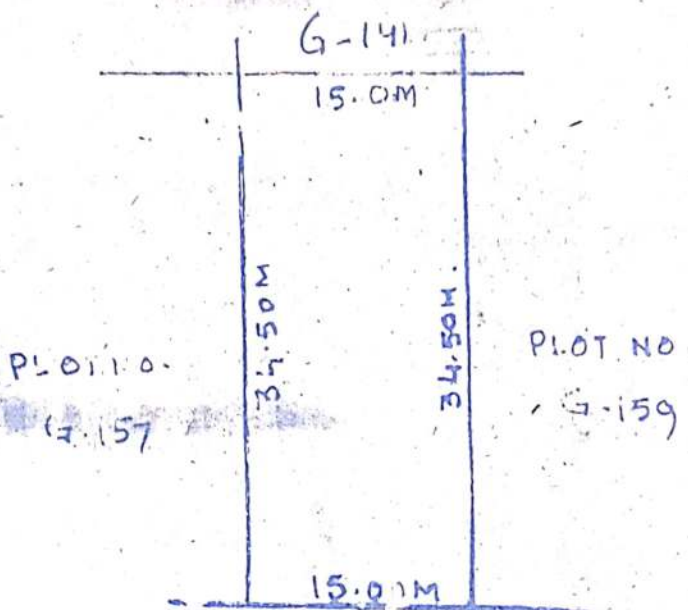
U.P. STATE INDUSTRIAL DEVELOPMENT CORPORATION LTD

SITE PLAN OF PLOT NO. G-158 AT I.A
MASURI - GULAOTHI ROAD, GHAZIABAD

SCALE : 1:500

INDEX

TOTAL AREA OF PLOT : 517.50 m²



13.0m WIDE ROAD NO.4

Signature
DRAWN BY

Signature
JUNIOR ENGINEER

Signature
SENIOR ENGINEER

Signature
Regional Manager
U.P. State Indl. Dev. Corp. Ltd. Col.
Ghaziabad

CONSTRUCTION DIVISION CD - VI
GHAZIABAD

**U.P. State Industrial
Development Corporation Ltd.**



GSTIN: 09AAACU1759 K1ZZ

Regional Office
C-2, 4th Floor, Mahaluxmi Mall,
R.D.C., Raj Nagar,
Ghaziabad-201 002(UP)
Phone: 0120-2821103
Fax: 0120-2822157
Email: rmghaziabad@upsidc.com
CIN: U26960UP1961SGC002834

The Manager
Yes Bank Limited.,
16, South Extension Part-II,
NEW DELHI - 110 049

Ref. No. 8314-B / SIDC / ROG/IA MG Road/ Plot No. G-158

Date : 06/11/17

Dear Sir,
With reference to your sanction letter No. YBI/DEL/FL/0842/2017-18 dated 18.08.2017 we are forwarding herewith the Original Lease Deed dated 24.10.2017 of Plot No. G-158 at Industrial Area MG Road, Hapur with permission to create equitable mortgage and to make use of the enclosed deed, for the purpose with following stipulation.

1. We reserve the right to call back the original lease deed in the event of any urgency and in case there arises hereinafter any reservation, either on part of your Corporation/Bank or on the part of Sri Nitin Gupta S/o Sri Prem Chand Gupta in accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the said loan within a reasonable period.
2. As and when the loan advanced by you is fully repaid the original lease deed of plot would be returned to us and till then it would not be transferred to anyone else without our prior consent in writing.
3. The acceptance of the original lease deed and utilization of it for creation of mortgage by your Corporation/ Bank would confirm that you have agreed to make the payment of a sum of Rs. NIL towards balance premium of Land alongwith Interest falling due till the date of remittance of the above amount to U.P. State Industrial Development Corporation Ltd, directly from the disbursement of the loan on priority after creation of equitable mortgage, but not later than NIL In case foregoing conditions and liabilities are not acceptable to your Corporation/Bank the original lease deed kindly be returned to this corporation immediately.
4. We may further reiterate that in the event of payments assured in your above referred letter not being made by NIL this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period.
5. In case of any transfer, auction etc. further levy as per prevailing policy shall be payable.
6. The Lessee will have to pay to the Lessor maintenance charges on 1st day of July each year, incase of non-payment of maintenance charges as mentioned in Lease Deed, the Lessee shall have to also pay interest@14% p.a. on the due amount of maintenance charges.
7. That the loan advanced to the Lessee will be utilized only for developing of the unit over the plot no. G-158, Indl. Area M G Road, Hapur.

We may further inform you that above plot has been allotted/transferred to the lessee after it acquisition. The land was transferred to the Corporation through a proper conveyance deed by the Government free from encumbrances on the plot except the dues of the Corporation accrued.

Yours faithfully
FOR U.P. State Indl. Dev. Corpn. Ltd.

Regional Manager

Encl:- As above (Lease Deed in Original)

No...../SIDC/ROG/IA-MG Road/Plot No. G-158

Dated :-

Copy to:- Sri Nitin Gupta S/o Sri Prem Chand Gupta R/o III-M/R-B, Nehru Nagar,
Ghaziabad(UP) for information.

Regional Manager



U.P. State Industrial Development
Corporation Limited



M/s. Sudha Oil & Spices Pvt. Ltd.,
Corp. Off.: 157, Kirana Mandi, Dharampura,
GHAZIABAD(UP)

REGIONAL OFFICE :-
C-2, 4th FLOOR, Mahaluxmi Mall
RDC, Raj Nagar, Ghaziabad
Phone : 2821103
Fax : 2822157
Email: rmghaziabad@upsidc.com
Website : www.upsidc.com
CIN: U26960UP1961SGC002834

Ref. No. /SIDC/ROG/Plot No. G-158/MG Road

Reg. : Permission for Transfer of Plot No. G-158, Industrial Area, MG Road, Hapur

Dear Sir,

Please refer to your application dated 25.09.2017 regarding transfer of above noted plot in favour of Sri Nitin Gupta S/o Sri Prem Chand Gupta R/o III-MR-18, Nehru Nagar, Ghaziabad(UP) to set up unit of Vanaspati Ghee & Processing of Edible Oils.

In this connection we are pleased to permit transfer of the above noted plot subject to payment of transfer levy @10% of present prevailing rate Rs.3900.00 i.e. Rs. 390.00 Per sq. mtrs. on 517.50 Sq. Mtrs. on the following terms & conditions:-

1. You Shall clear our Balance dues Rs. 32,300.50(M/Charges, L/Rent, Intt. & GST) within 30 days from the date of issuance of this letter along with @14% w.e.f. 01.11.2017 on Rs. 20,711.00(M/Charges) up to the date of payment.
2. The transferee shall deposit the transfer levy amounting to Rs. 2,01,825.00 in lump-sum within 30 days from the date of this letter.
3. The Transferee shall have to submit Non-Judicial stamp papers within 30 days from the date of this letter for execution of lease deed of the plot in this office, failing which the action shall be taken as per rules of the Corporation. The transferee will have to confirm the stamp duty from Sub-Registrar concerned.
4. Incase stamp papers on behalf of transferor are desired at any stage in future, it shall be the sole responsibility of transferee to deposit the same. The transferee shall submit an affidavit in this regard, to above effect, as provision contained in HO No. 1762-64/SIDC/IA-Policy Vol.-15 dated 20.11.2012.
5. The Transferee will have to get the NOC/Consent from UP Pollution Control Board & provisional SSI From GM (DIC), Ghaziabad and shall also have to obtain NOC from competent Authority regarding proposed project and deposit the same in this office before sanction of Building Plan of the plot.
6. A fresh Lease deed will be executed in favour of the transferee on our new terms and conditions within 60 days from the date of this letter.
7. Transfer of plot shall be considered hence forth only on commencement of unit in production on the said plot.
8. The Transfer Letter dated 31.03.2011, Lease Deed Dated 12.09.2012 & Possession Memo Dated NIL will be surrendered by transferror within 30 days from the issue of this letter.
9. Transferee will have to pay the Corporation Maintenance Charges as per demand from time to time. Further Maintenance charges for subsequent years shall be decided by the corporation based on the whole sale price index prevailing in the previous year vis-à-vis the whole sale price index in the 20th year and would be informed to the transferee. The transferee shall have to pay to the corporation such maintenance charges accordingly on first day of July each year, in case of non-payment of maintenance charges as mentioned above, the transferee shall have to bear interest @14% p.a. The corporation further reserves the right to cancel the allotment on non-payment of maintenance charges.

10. Transferee will have to bring the unit under production after covering 30% of the allotted area within 01 year (12 months) from the date of this letter for which transferee will have to submit an affidavit duly notarised by Public Notary within 30 days from the date of issuance of this letter.
11. Further Time Extension of 01 year if, applicable, will be allowed as per rules of the Corporation as applicable at that time..
12. In support of commencement of unit in production on said plot, following documents shall be submitted by transferee/Allottee:-
 - (i) Udyog Aadhaar issued by concerned District Industries & Enterprises Promotion Centre.
 - (ii) Meter Ceiling Certificate
 - (iii) Electrical Bills including 1st Electric Bill
 - (iv) Sale-Purchase Bills including 1st Sale/Purchase Bill
 - (v) Sale Tax/GST return receipt.
13. Any re-constitution/transfer/subletting/ change of project without prior approval in writing of this corporation shall result in automatic cancellation of the allotment.
14. The transferee will mention in the postal address of their correspondence letters invariable the name of UPSIDC., Industrial Area.
15. The transferee shall be allowed lease for the remaining period of the original lease period given to the original allottee.
16. It will be compulsory for the transferee to adopt rain water harvesting system in the building/factory to be constructed on the plot.
17. Lease Rent shall be payable each year on 1st day of April in advance till the continuance of lease as per details given below alongwith GST@18% additional :-

a.	For 1st Years :	Rs. 1.00	per sq. mtrs. p.a.
b.	For next 30 years :	Rs. 2.50	per sq. mtrs. p.a.
c.	For next 30 years :	Rs. 5.00	per sq. mtrs. p.a.
18. The following activities shall have to be completed by Transferee from date of issuance of this letter:-
 - i) Transferee will have to execute Lease Deed within 60 days.
 - ii) Transferee will have to get Possession of plot just after execution of Lease Deed within 3 days.
 - iii) Transferee will have to get Building Plan sanction within 03 months from the date of issuance of this letter.
 - iv) Transferee will have to start construction on plot within 01 months from the date of sanction of Building Plan.
 - v) Transferee will have to start production on plot within 01 year from the date of issuance of this letter.
19. The Transferror/Transferee will have to submit Sale Deed of the said plot within 30 days of this letter if any construction existing on plot.



20. The transferee will have to submit an affidavit that he/she will be liable to pay transfer levy on the additional premium within 15 days from the date of our demand on any variation on premium rate already fixed by the Corporation and Board of Director of the Corporation / State Government.
21. The Transferee will have to submit required Stamp Paper(Non-Returnable) within 30 days of this letter for execution of Lease Deed. On Non-Submission of Stamp Paper, the transfer offer will be withdrawn. Any further transfer will only be considered after execution of Lease Deed as per norms. Incase, any demand of Stamp Duty is raised by the Government for previous Allotment/Transfer the same shall be submitted by the transferee, for which he/she will have to submit an Affidavit to this effect.
22. That the under ground water will not used by transferee without prior approval of competent authority and will have to submit an affidavit within 30 days from issuance of this letter for this effect.

Please confirm in writing 15 (Fifteen) days from the date of this letter, if the above terms & conditions are acceptable to you, failing which this offer shall stand automatically withdrawn.

Yours faithfully,
For (I.P.STATE INDL.DEV.CORPN.LTD.

REGIONAL MANAGER

No. 6049 /SIDC/ROG/PLOT NO. G-158/ MG Road

Date: 11/10/12

Copy to :-

1. Sri Nitin Gupta S/o Sri Prem Chand Gupta R/o III-MR-18, Nehru Nagar, Ghaziabad(UP) for information and necessary action at your end please.
2. The Incharge(IA), UPSIDC Ltd., A-1/4, Lakhanpur, Kanpur-208 024 for information please.

REGIONAL MANAGER

Ref.No:SER20210209/1005/7168/13029/SIDC-IA/Massorie Gulawti

Date:31/03/2021

To,

BRANCH HEAD / AUTHORIZED SIGNATORY
SBI
SME BRANCH FARIDABAD



Subject:- Permission for issuance of NOC for Mortgage in favour of Financial Institution: G-158 at I.A. Massorie Gulawti

Dear Sir/Madam,

With reference to the sanction letter no: **NIL** dated. **25/01/2021** and Application No **SER20210209/1005/7168/13029** dated **09/02/2021** and consent of original allottee. We are forwarding herewith the Original Lease Deed of Plot Number G-158 at I.A. Massorie Gulawti with permission to create mortgage and to make use of the enclosed deed, for the purpose with following stipulations.

1. We reserve the right to call back the original lease deed in case there arises hereinafter any reservation, either on part of your corporation/bank or on the part of SH. NITIN GUPTA S/O SH. PREM CHAND GUPTA accepting and making payment of our dues on first disbursement of the loan sanctioned to the firm or in case they fail to create the said mortgage or complete such other formalities as stipulated for release of the loan within a reasonable period.
2. As and when the loan advanced by you is fully repaid the original lease deed and selected of plot would be returned to us and till then it would not be transferred to anyone else without our prior consent in writing.
3. The acceptance of the original lease deed and utilization of it for creation of mortgage by your bank would confirm that you have agreed to make the payment of a sum of Rs. 0.00 towards balance premium of land along with interest falling due till date of remittance of the above amount to U.P. State Industrial Development Corporation Limited direct from the first disbursement of the loan, on priority after creation of equitable mortgage, but not later than NIL. In case forgoing conditions and liabilities are not acceptable to your Bank the original lease deed may kindly be returned to this corporation immediately.
4. We may further reiterate that in the event of payment as assured in your referred letter not being made by SH. NITIN GUPTA S/O SH. PREM CHAND GUPTA this permission to create mortgage should stand rescinded without further notice, unless otherwise extended for further period
5. That the loan/cash limit sanctioned by you will only be utilized for carrying out construction/production of the unit as per lease deed.
6. Prior permission of Authority/Corporation shall be mandatory in case of any transfer, auction etc. Transfer Levy as per prevailing shall be payable.
7. Before taking any action as mortgagee, you will have to inform the Corporation beforehand and obtain N.O.C. from the Corporation and ensure recovery of the dues of the Corporation and enforce applicability of transfer levy otherwise, any auction/transfer made as mortgagee shall not be recognised by the Corporation.
8. Please note that the plot can be used for running unit for the industrial project mentioned in lease or got duly changes. No change in /addition pf project can only be allowed by UPSIDC/UPSIDA upon receiving express request

for the same alongwith NOC of Bank/FI

We may further inform you that the above plot has been allotted to the lease after its acquisition. The land was transferred to this corporation through a proper conveyance deed by the Government free from encumbrances on the plot except the dues of this corporation accrued on it.

Note: If any amount is found to be recoverable from allottee at later stage the same shall be payable by the Bank directly to UPSIDC (with interest if any) without any failure & binding on the Bank.

Yours faithfully,
For U.P. STATE INDL. DEV. AUTHORITY.
Smt. Smita Singh
(Regional Manager)

Copy forwarded for information and necessary action to:-
1. SH. NITIN GUPTA S/O SH. PREM CHAND GUPTA III-M/R-18, NEHRU NAGAR, GHAZIABAD

U.P. STATE INDUSTRIAL DEVELOPMENT AUTHORITY.
CIN No - U26960UP1961SGC002834, Head Office, Kanpur
A-1/4, Lakhanpur, Kanpur-208024
Telephone No-0512-2582851-53(PBX), Fax No.-0512-2580797
Website:- www.onlineupsidc.com