

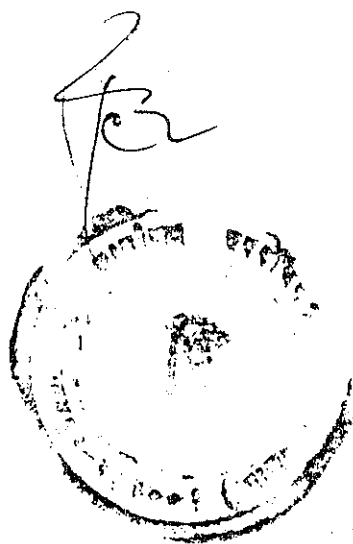
5000Rs.



नोट:- यह स्टाम्प इस विक्रय-विलेख तादादी रु० १६,८०,०००)- अदारे
सोलह लाख अस्सी हजार रुपये) स्टाम्प किमती २,०६,१५५)-
(अदारे दो लाख नौ हजार एक सौ पचपन रुपये) क्रम-संख्या १२४४२
से १२४८७ के साथ संलग्न है ।

For Newar Industrial Corporation Ltd.

[Signature]
Managing Director



बहु प्रसाधित किया जाता है कि इस लेख्य पत्र के
 लिये प्रेषित 209,135 के मूल्य का एक
 मुद्रांक तभी ही प्राप्त होगा जब मैंने निकटतम
 निम्नतम प्रेषित प्रतिलिपि प्रस्तुत की है।

300
निवासी (सुप्रीम)
मन्त्रालय (राज्य)

$$\overline{121} \mid 1192$$
[illegible]



DEED OF SALE

THIS DEED of Sale is made and executed at Udaipur this
21st day of January, 1992.

BY

M/s MEWAR INDUSTRIAL CORPORATION LIMITED, a public limited Company incorporated under the Companies Act, 1956 and having its Registered Office at Pratapnagar, E-Class, Udaipur, through its Managing Director, Mr. SUBHASH PAREEK (hereinafter called the "Vendor" AND/OR "MICL" which expression shall, unless excluded by or repugnant to the subject or context include its successors in office, executors, administrators and assigns).

For Mewar Industrial Corporation Ltd.

Subhash Pareek
 Managing Director

5/100

पंजीकृत

1008/-

पंजीकृत

For Messrs Industrial Corporation Ltd.
Managing Director

७. अन्तर्गत कार्य
 क्रम - ५८ - व्यवसाय : सार्वजनिक
 ८. मूल निष्कर्षण का निष्कर्ष : निम्नलिखित
 उपर्युक्त १६,८०,०००/- सोलह लाख अठ्ठावन हजार
 रु. के अन्तर्गत कार्य

सोमर लाख-हाल ही तज्जि/क जपय
मात्र

2
1000
(1000)



: Page-2:

TO AND IN FAVOUR OF

M/s SECURE METERS LIMITED, a Company incorporated and Registered under the Companies Act, 1956 and having its Registered Office at Noble House, Swaroop Sagar, Udaipur through its Director, Mr G G AGARWAL (hereinafter called the purchaser AND/OR "SML" which expression shall, unless excluded by or repugnant to the subject or context, include its successors in office, executors, administrators and assigns).

WHEREAS :

- (A) The vendor was granted the lease of a plot of land admeasuring 39 Bighas and 4 Biswas, situated at Village Bedwas, Tehsil Girwa, District Udaipur more particularly described in the schedule to the lease deed dtd, 15th January, 1973 executed by and between the Governor of the State of Rajasthan(hereinafter called the "Government and/or Lessor") and the Vendor herein under the provisions of Rajasthan Industrial Area Allotment Rules, 1959 and the terms and conditions therein contained for

170

सुखदेव प्रसाद
जिला मजिस्ट्रेट, मुरादाबाद




कमलेश सावत
५०
अर्धरुद्र उद्योग

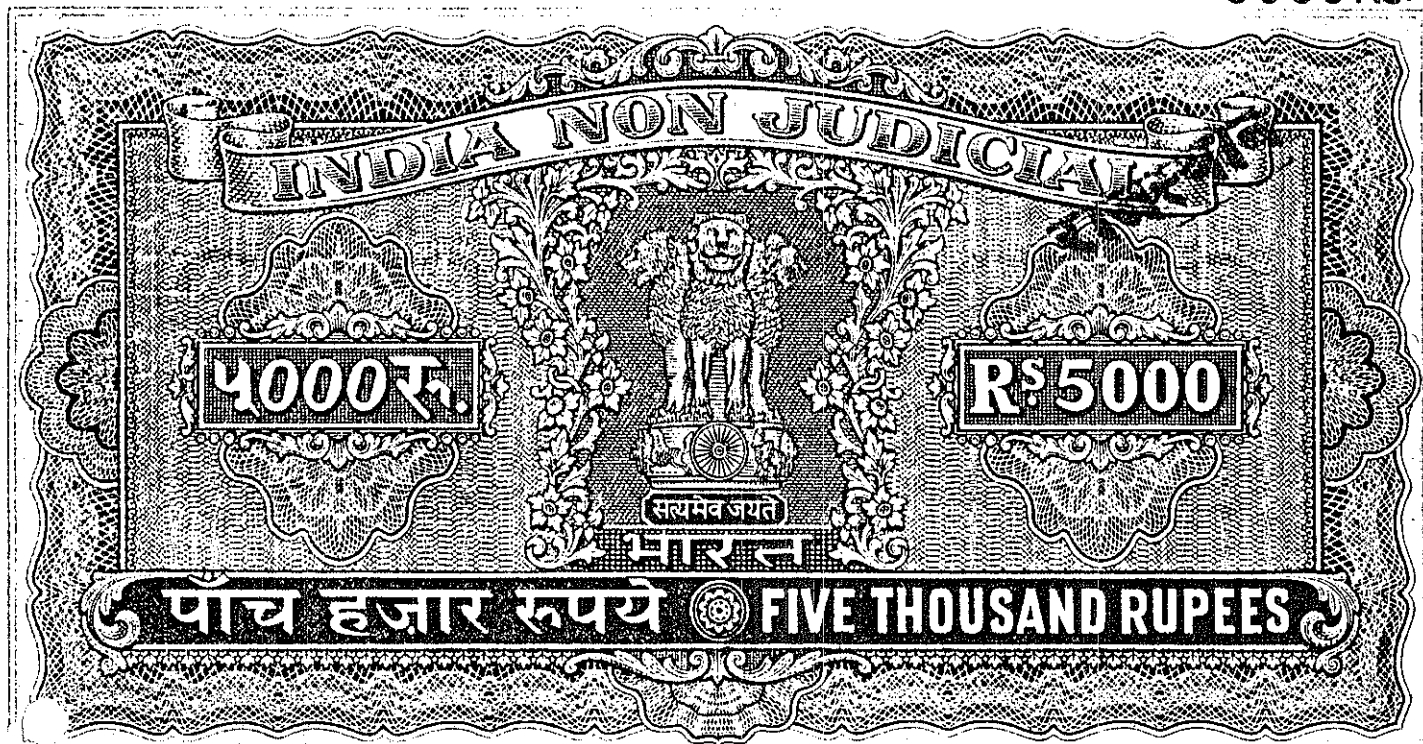
एस एं मलहोत्रा
५०
आप जी मलहोत्रा
अर्धरुद्र उद्योग

[Handwritten signature]

6-12-82

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21.1.1 ✓

E.T.L. 7/12/2014 13 10/11
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a term of 99 years (hereinafter called the "Principal Lease Deed" registered with the Sub-Registrar, Udaipur at No. 195 Book No. I volume No. 221 at pages 315 to 322 dated 31st January, 1973 and a certified copy of which is enclosed as Annexure 'A' to this Sale Deed).

(B) The vendor approached the Government for grant of permission to the Sale/Transfer of surplus 13 Bighas (more or less) or 28000 sq.meters approx. of the lease hold land held by the vendor on leasehold basis under the lease deed dtd. 15th January, 1973 (hereinafter referred to as the "subject Land") more particularly described in the site plan annexed hereto and bounded:-

On the North : MICL's Residuary Leasehold Plot
 On the South : Railway Line
 On the East : RSEB Land and,
 On the West : Proposed N.H.W. by pass

5000/- 12464 H/M/H/विभाग
 दिनांक 11/1/92
 10/1/92

०००
 प्रमाणित किया गया
 मोर धारावासी, कल्याण

3-A
 20.1.92

1 TE up 2200 ग्राम (लोहरा
 ग्राम) का एक (10 म. वन).

हैप. वि. वि. थक
 उद्घरण कोड नं. 2/2030





: Page-4:

and the State Government granted permission to the sale/transfer of subject land subject to the condition that the sale/transfer will be made only for industrial purpose to the purchaser for setting up a new industrial unit on the said land vide letter No. F-4 (55) IND. 1/85 dated 23rd November, 1990 from Deputy Secretary to the Government, Industries (GR.I) Department, Rajasthan, Jaipur.

Pursuant to the advertisements published in Rajasthan Patrika in its issues dated 1.2.91 and 22.3.91 by R.F.C. and offers received thereunder on behalf of MICL, after protracted negotiations accepted the offer of the purchaser for purchase/transfer of the subject land @ Rs 60/- per sq. Meter plus conveyance cost on back to back basis and terms and conditions of Principal Lease Deed for the residuary period of lease and in view of recommendations of the R.F.C. vide their letter dtd. 23.4.91, the Government has conveyed the approval for transfer of the subject land vide their letter of even number dt. 24.6.91.



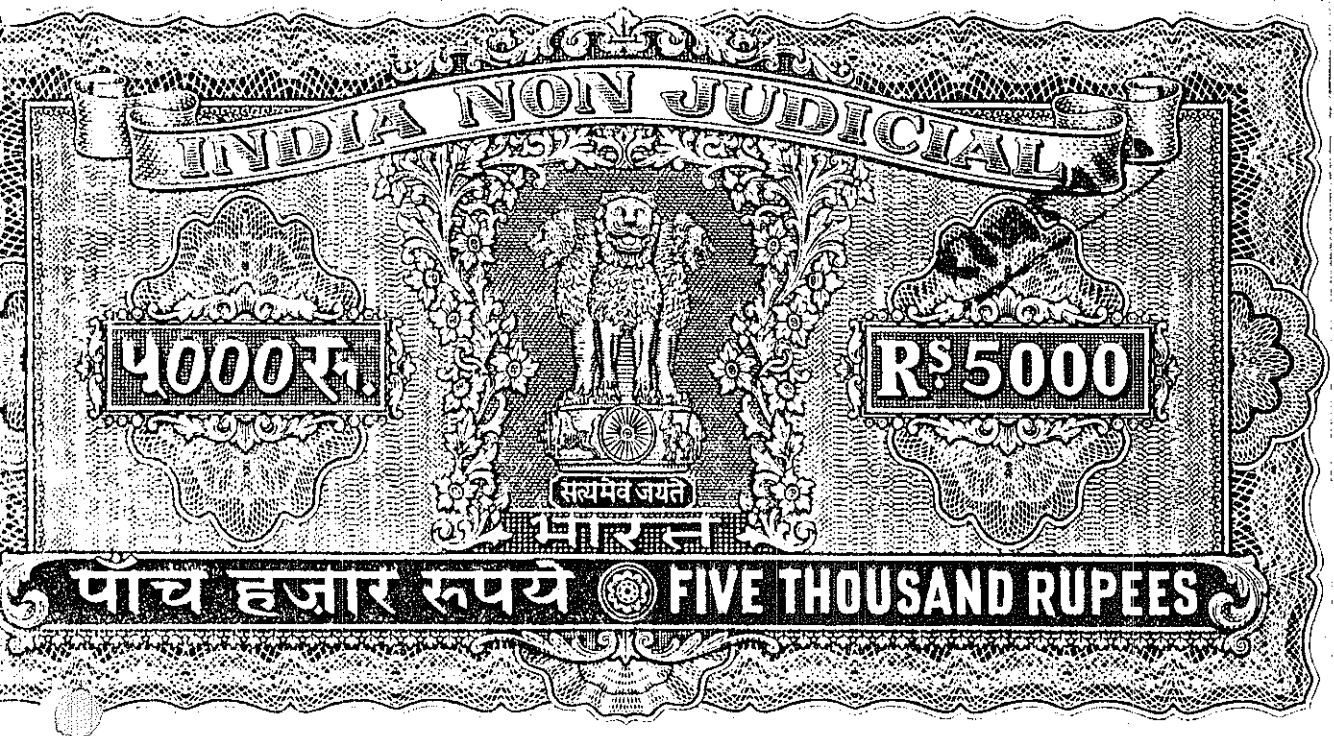
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NOW THIS DEED WITNESSETH AS UNDER:-

- 1 That in consideration whereof the Vendor has agreed to sell/transfer and the purchaser has agreed to purchase/ acquire leasehold rights of the subject land @ Rs 60/- per sq. Meter on back to back basis and on the terms and conditions contained in the Principal Lease Deed with all rights and liabilities for the residuary period of the said lease and agreeing to pay annual rent to the State Government @ Rs 240/- per annum or such other sum as may be determined by the Government from time to time in respect thereof.
- 2 That the Purchaser herein has deposited with the R.F.C. (Rajasthan Financial Corporation), a Creditor of MICL, a sum of Rs 4,20,000/- (Rupees Four Lac Twenty Thousand only) account Mewar Industrial Corporation Ltd., Udaipur vide pay order No. 554923 dtd. 7.2.91 (SBBJ) for Rs 21,000/- (Rupees Twenty One Thousand only), Cheque No. 740601 dt. 1.5.91 (SBBJ) for Rs 1,47,000/- (Rupees One lac fortyseven thousand only) and Cheque No. 199177 dt. 4.9.91 (SBBJ) for Rs 2,52,000/- (Rupees Two Lac Fiftytwo Thousand Only) and

For Mewar Industrial Corporation Ltd.

[Signature]
Managing Director



: Page-6 :

the balance consideration money of Rs 12,60,000/- (Rupees Twelve Lac Sixty Thousand Only) calculated @ Rs 60/- per sq.Meter has been paid by the purchaser to the Vendor on account of the Vendor vide A/C payee Pay Order No. 16473 dt 21/01/82 drawn on State Bank of Rajasthan & Jaipur, Ranch MHA, Udaipur for Rs 10,20,000/- (Rupees Ten Lac Twenty Thousand Only) payable to the Rajasthan Financial Corporation account,

MICL and Vide A/C payee Pay Order No. 16474

dated 21/01/82 drawn on State Bank of Rajasthan & Jaipur, Ranch MHA, Udaipur for Rs 2,40,000/- (Rupees Two Lac Forty Thousand Only) payable to the Bank of Rajasthan Ltd., Udaipur A/C MICL. The Vendor does hereby acknowledge to have received the total consideration of Rs 16,80,000/- (Rupees Sixteen Lac Eighty Thousand only) money for the transfer with the execution of this Deed of Sale.

That the possession of the subject land has also been delivered by the Vendor to the purchaser with the execution of this Deed of Sale as For Mayor Industrial Corporation Ltd. enclosed.

[Signature]
Managing Director



: Page-7 :

- 4 That Vendor does hereby covenant with the purchaser that notwithstanding anything heretobefore done or suffered to be done to the contrary, the Vendor has good and perfect right, title and authority to convey the subject land and all the rights and privileges and appurtenances hereby sold, conveyed and transferred to the purchaser in the manner herein contemplated subject to terms and conditions of the Principal Lease Deed dated 15th January, 1973 and agreed that the Vendor has not done or knowingly suffered any act, deed or thing whereby the said property is encumbered, affected or impeached in estate, title or otherwise.
- 5 That the Vendor does hereby declare and covenant with the purchaser that there are no encumbrances, charges, trusts, liens, attachments, claims, or demands, whatsoever not subsisting on the said property and that the same is not subject matter of any suit or litigation or proceedings and has not been offered as security or otherwise to any court, or revenue authority.

For Mewar Industrial Corporation Ltd.

 Managing Director



: Page-8 :

- 6 That the Vendor does hereby covenant with the purchaser, that the purchaser henceforth peacefully and quietly enter into possession and enjoy the rents and profits hereof without any let, hinderance, interruption or disturbance from or by the Vendor or any person or persons claiming through or under or in trust for the Vendor or without any lawful let, hinderance, interruption or disturbance by any other persons whomsoever.
- 7 That since the Vendor enjoyed leasehold rights under the Principal Lease Deed qua the State of Rajasthan, therefore he can only transfer his leasehold rights in favour of purchaser by virtue of the permission granted by the lessor, therefore, the purchaser asserts and the Vendor covenants with the purchaser that the Vendor shall get the Principal Lease Deed modified by the Lessor to the effect that henceforth the vendor shall have the Leasehold rights only on the residuary piece of land after sale i.e. 26 Bighas and 4 Biswas instead of the original rights over 39 Bighas and 4 Biswas.

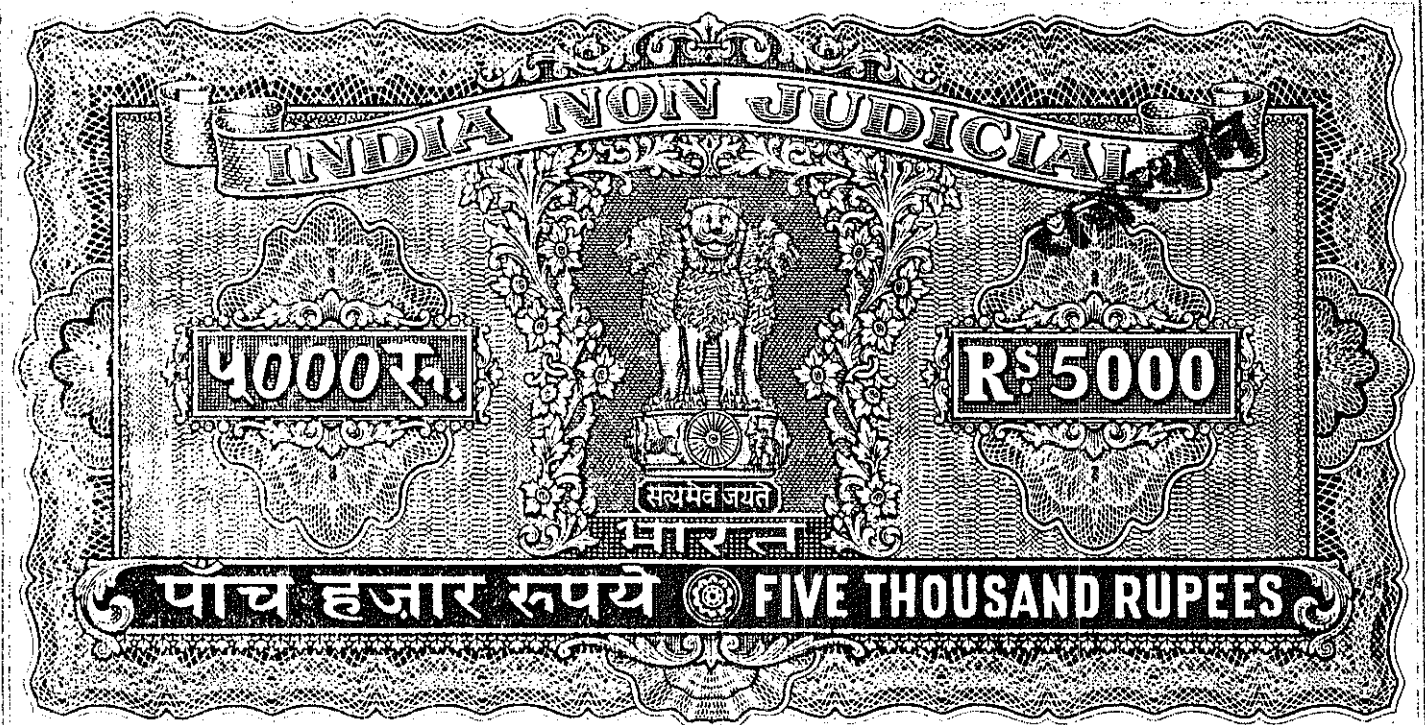
[Signature]
Managing Director



: Page-9 :

- 8 That all the dues, taxes, levies, having fallen due in respect of the subject land till today have been paid off and if not, it shall be the responsibility of the Vendor to pay them off and the same henceforth to be due shall be paid by the purchaser to the Government or any of its authorities.
- 9 That the purchaser shall henceforth be bound for all obligations of the Vendor imposed under the Principal Lease Deed in favour of the State Government to the extent of 13 Bighas of the land being sold.
- 10 That the purchaser shall as per the terms of the Principal Lease Deed be entitled to renew the leasehold rights in connection with the sold area of the subject land for another 99 years directly to be had from the State of Rajasthan after 15th January, 2072.
- 1 That all the terms and conditions of the Principal Lease Deed shall be deemed to have been incorporated in this Deed of Sale. By execution of this Deed of Sale, the

For Mutual Indemnity Corporation Ltd.
Managing Director



: Page-10 :

purchaser shall directly become Lessee of the original Lessor i.e. State of Rajasthan and the relation and character of the Vendor to the extent of 13 Bighas of land of being Lessee of the State Government shall henceforth cease to exist and continue.

- 12 That it is also agreed to between the parties that henceforth the leasehold rights which have been purchased by the purchaser from the Vendor shall be assignable and mortgageable to any financial institution/institutions or State Financial Corporation/s more particularly Rajasthan Financial Corporation for securing term loan/s or any other financial assistance to be obtained in terms of the Principal Lease Deed.

- 13 That 13 Bighas of land being hereby transferred is free of all encumbrances or charges or any other financial burden and therefore the Vendor enjoys the clear right of transferring the subject land. Hence on this assurance above, the purchaser has accepted the transfer. In case this assurance proves at any time to be untrue the Vendor shall be liable to make good the losses.

For Merar Industrial Corporation Ltd.
Managing Director



: Page-11 :

14 That this Deed of Sale will not in any way affect adversely the leasehold rights of the vendor over the remaining area of 26 Bighas 4 Biswas left with the Vendor after the sale of subject land.

15 That all correspondence herebefore exchanged between the parties shall be deemed to have merged into this Deed of Sale.

16 That it is specifically agreed that as regards mutual reciprocal obligations between the Vendor and the purchaser are concerned, both the parties hereto assert that they are discharged and no party shall hereafter remain bound to the other with any obligation except as herein specifically saved.

That all the expenses of Stamp Duty, Registration Charges, other documentation expenses of this Deed of Sale have been borne by the purchaser. It is specifically agreed that in case, for more particularly fulfilling or securing or in

For M/s. 7
Managing Director



: Page-12 :

any way facilitating the rights of the purchaser, any further documentation will be desired by the purchaser to be executed, the Vendor shall be bound to execute the same but in such case all cost of stamp duty, registration charges, documentation expenses etc. shall be borne by the purchaser.

IN WITNESS WHERE OF THE VENDOR HAS SIGNED THIS DEED THROUGH ITS MANAGING DIRECTOR MR SUBHASH PAREEK UNDER THE COMMON SEAL OF THE COMPANY, THIS 21st DAY OF JANUARY, 1992.

M/s MEWAR INDUSTRIAL CORPORATION LTD.,

For Mewar Industrial Corporation Ltd.

 (MANAGING DIRECTOR)
 Managing Director

WITNESSES:

- 1 General Manager
DIC
Udaipur
- 2 Branch Manager
Rajasthan Financial Corporation
Udaipur

खसुरा भोजा बेइवात

क्र. न.

रकबा

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१३) बीदा.

राजस्थान सरकार
INDUSTRIES (GR. I) DEPARTMENT

No. F.4(55)Ind/1/85

Jaipur, dated : 24 JUN 1991

To,

The Managing Director,
M/s Mewar Industrial Corporation, Ltd.,
Pratapnagar - E - Class,
Udaipur - 303001

Sub : Permission for sale/transfer of surplus land
measuring 13 Bighas.

Ref : Your letter No. MICL dated 29th April, 1991.

Dear Sir,

In continuation of this department letter of even
number dated the 23rd Nov., 1990, I am directed to convey
approval of the State Government to the sale/transfer of
surplus land measuring 13 Bighas in favour of M/s Secure
Meters Private Ltd., Udaipur.

Yours faithfully,

Xu

ASSTT. SECRETARY TO THE GOVT.

Copy forwarded for information and favour of
necessary action to the :-

- 1) Collector, Udaipur.
- 2) Managing Director,
Rajasthan Financial Corporation, Jaipur with reference
to their letter No RFC/10FR/UD-49/907 dated 23rd April,
1991 for taking further necessary action in the matter
under intimation to this department.
- 3) General Manager,
District Industries Centre, Udaipur.
- 4) M/s Secure Meters (P.) Ltd., Udaipur.
- 5) Guard file.

II
ASSTT. SECRETARY TO GOVT.

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3. That the (Bedwas, Udaipur) population of the city where the said plot is situated is less than 3 lacs and the lessee has agreed to pay the rent of the said plot at the rate of Rs.30/- per Acre per year which amounts to Rs.630/- (Rupees sixhundred thirty) only in the case of the said plot, commencing from the date of taking over possession of the land as above mentioned.

4. That the Lessee hereby covenants with the lessor as under:

- I) That the lessee shall duly pay the stipulated rent of the said plot to the lessor or his authorised agent on or before the seventh day of each calendar year for which the rent is due at such place or places, as the lessor may from time to time prescribed.
- II) The rent as aforesaid excluded all kinds of Taxes which the Municipal Board, Panchayat or any other civil Body has imposed or may impose during the period of lease in respect of the said plot and the lessee agrees to pay such Taxes to the authorities concerned direct.
- III) The lessee hereby agrees to pay the lessor along with the rent of the first year a further sum of Rs.6300/- (Rupees six thousand and three hundred) only (at the rate of Rs.300/- per Acre) by way of development charges in accordance with the provisions of Rules 3(111) of the Rajasthan Industrial Areas Allotment Rules, 1959.

LEASE DEED

This Lease is made on the 15th day of January, 1973 between M/s. Mawar Industrial Corporation Ltd., Udaipur a public Limited Company through its Director Shri Durga Prasad Parik s/o. Shri L.R.Parik, aged 60 years, Caste Hindu resident of Udaipur (hereinafter called the lessee) which expression shall, unless excluded by or repugnant to the context, include his heirs, successors, executors, administrators, and assigns of the first part and the Governor of the State of Rajasthan (hereinafter called the Lessor) which expression shall, unless excluded by or repugnant to the context include his successors in office and permitted assigns of the second part.

Whereas the lessor has agreed to grant and the lessee has agreed to accept the lease of a plot of land measuring 39 bighas and 4 biswas (20.9 acres) situated at village Bedwas, Tehsil Girwa, District Udaipur and more particularly described in the Schedule hereto (hereinafter called the plot) upon the conditions hereinafter appearing;

* NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. That the lessor agrees to let the said plot and the lessee has agreed to occupy the said plot for a period of ninety nine years on rent hereinafter specified for the purpose of setting up Vanaspati Plant and Food and Oil Industry for which the lessee had applied under provisions of Rajasthan Industrial Area Allotment Rules, 1959.
2. That the possession of the said plot has been delivered to the lessee in two instalments, 34 bighas, 6 Biswas on 18th November, 1970 and 4 Bighas 18 Biswas on 25th June 1971.

for the development of industries for which the said land has been leased to the lessee and the said financial institution or institutions will be at liberty to enforce their rights as mortgagees under the law and convey a good title to the lease hold property. Provided further that the lessee shall inform the lessor about any mortgage or assignment made by the lessee in favour of any financial institutions within a period of three months from the date of such mortgage or assignment.

VIII) The annual rent as aforesaid shall be subject to revision after every thirty years and the enhancement in rent at each such revision shall not exceed 25 % of the rent payable for the period immediately preceding such revision. The lessee hereby agrees to pay such enhanced rate to the lessor as a result of the revision aforesaid.

IX) The lessee shall have an option to renew the said lease for a further period of ninety nine years and after expiry of the present term of lease.

X) In case any default is made by the lessee in respect of any of the terms & conditions aforesaid, the plot or the land shall revert to the lessor provided that in case the lessee has assigned or mortgaged its lease hold rights hereby demise in favour of any institution or institutions for purposes of availing of financial assistance as mentioned in clause (VII) hereof the lessor shall before exercising its

- IV) The lessee shall set up on the said plot of land Vanaspati Plant and Food and Oil Industry for which land has been leased to him by the lessor within a period of two years from the date of taking over possession of the land as above mentioned, and in case of his failure to do so, the said plot shall revert to the lessor unless the period of two years is extended by the lessor on valid grounds.
- V) The lessee shall construct, erect and build on the said plot of land, only such buildings, sheds and structures as are required by him for setting up industry aforesaid and also such other residential quarters, e.g. watch and ward quarters as are required for those engaged or to be engaged in the said factory.
- VI) The lessee agrees not to construct or build any structures or buildings on the said plot of land or one portion of it which may have the object of using it as a commercial undertaking other than for the industry aforesaid for which the said plot has been leased.
- VII) That lessee shall not sub-let underlet or sale its lease hold rights under the lease deed without the written consent of the lessor, provided however, that the lessee shall have the right to assign or to mortgage its lease hold rights hereby demise in favour of a Financial Institution or Institutions for the purposes of availing financial assistance including guarantees from such financial institutions

5.

rights to determine the lease of the said plot give notice thereof to the assignee or mortgagee as the case may be, and in case, the default is not rectified either by the company or by assignee or the mortgagee within a period of three months from the date of receipt of the said notice, the said plot of land shall revert to the lessor and the lessee shall have to remove therefrom at its cost all the buildings and structures constructed by him thereon, In case of his failure to do so the lessor shall have a right to dispose off the said structures, buildings in any way he likes and to refund the proceeds to the lessee after recovering all the sums due to him from the lessee.

The cost and expenses incidental to the preparation, execution and registration of his lease including stamp duty shall be borne and paid by the lessee

SCHEDULE

Plot of land bearing Khasra Nos: 978, 999, 999/1, 999/2, 999/3, 999/4, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, Measuring 20.9 Acres (39 Bighas, 4 Biswas) situated in Industrial Area at village Sedwas Tehsil Cirwa, Distt. Udaipur (Raj.)

Sd/-

Pre-Pro. Mewar Industrial
Corporation Ltd.

एस०डी०
जिलाधीश, उदयपुर

एस०डी०
सहायक निदेशक
उद्योग एवं नागरिक पूर्ति विभाग
उदयपुर

राजस्थान सरकार

सिपुर्दगी नामा

आज दिनांक १८-११-७० को माफिक आदेश तहसील कार्यालय
गिरवा नम्बर २८८२ दिनांक १८-११-७० व जिलाधीश कार्यालय उदयपुर
नम्बर राजस्व १२(३)४८७० दिनांक १६-११-७० की तामील में मौजा बेहवास
की बीतानाम आराजी नम्बर ६६६ - ६६६।१ - ६६६।२, ६६६।३, ६६६।४,

रकबा १७)२ व आ०नं०	१०००	१००१	१००२	१००३	१००४
	२।।।)	७)१	।।)४	१)२	।।।)२

१००५	१००६	१००७-१००८	
२।।।)२	१।।।)२	१।।।)४	कुल कीता १३ रकबा ३४।)१ चौतीस बीघा

बिस्वा मय आ०नं० ६६६ पर स्थित मकान दो मन्जिला पक्का व एक मकान
कच्चा केन्द्र पोश टोन सेट मय कुवां के बीतानाम बाके मौजा बेहवास की मूमि
मेवाड इन्डस्ट्रियल कारपोरेशन उदयपुर के प्रतिनिधि श्री दुर्गाप्रसाद पारीक के
सिपुर्दगी की गई ।

ह० एस०डी

(प्राप्तकर्ता)

प्रतिनिधि

मेवाड इन्डस्ट्रियल कारपोरेशन
उदयपुर

ह० एस०डी०

(सिपुर्दकर्ता)

१८-११-७०

ना० तहसीलदार गिरवा

ना० तहसीलदार गिरवा (सीले)
उदयपुर (राजस्थान)

IN WITNESS WHEREOF the parties hereto have
set their respective hands on the dates mentioned
against their signatures.

1) Witness:

Sd/-

1. Signed for & on behalf of
the Governor of the State of
Rajasthan

एसोडो-ज्वालाल जैन

अन्वयालाल लक्ष्मीलाल नाथारामाला

जिलाधीश उदयपुर

2) Witness:

2. Signed by the lessee:

Sd/-

एसोडो-ब्रह्मराव

उदयपुर, कोटन मिल, उदयपुर

Pre-Pro.Mewar Industrial Corporation
Ltd.

एसोडो: सहायक निदेशक

उद्योग एवं नागरिक पूर्ति विभाग

उदयपुर

Dated: 15.1.73

Dated:

SCHEDULE

Plot of land bearing Khasra Nos. 978, 999, 999/1,
999/2, 999/3, 999/4, 1000, 1001, 1002, 1003, 1004,
1005, 1006, 1007, 1009 Measuring 20.9 Acres (39 Bighas,
4 Biswas) situated in Industrial Area at village
Bedwas Tehsil Girwa, District Udaipur (Raj.)

Sd/-

Pre-Pro.Mewar Industrial
Corporation Ltd.

एसोडो
जिलाधीश, उदयपुर

एसोडो
उद्योग निदेशक,
उद्योग एवं नागरिक पूर्ति विभाग
उदयपुर

Attested
3600m
15.1.73

सिपुरदगी नामा

माफिक आदेश श्री जिलाधीश महोदय नम्बर राजस्व १२(३)४८१७०
दिनांक २२-६-७१ व तहसील कार्यालय गिरवा नम्बर ६५४-५५ दिनांक
२४-६-७१ की तामील में मीके पर पहुंच मौजा बेहवास की क्लानाम
आराजी नम्बर ६७८ मी० रकबा ४।।।)३ चार बीघा आठारा बिस्वा
का कब्जा पटवारी हलका मोयो की पचौली श्री भावानलाल मेहता की
शामलात से मेवाह इन्डस्ट्रियल कारपोरेशन उदयपुर के प्रतिनिधि श्री दुर्गा
प्रसाद जी पारीक के आराजी नम्बर ६७८ मी० का रकबा ४।।।)३ चार
बीघा आठारा बिस्वा जमीन सिपुरद की गई व हजारीयान के हस्ताक्षर
लिये गये दिनांक २५-६-७१

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प्राप्तकर्ता

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सिपुरदकर्ता, ह० एस०डी०

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सिपुरद विभाग

दिनांक २५/६/७१

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जिला उद्योग

राजस्थान संवत् 2055

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क्रा. न.

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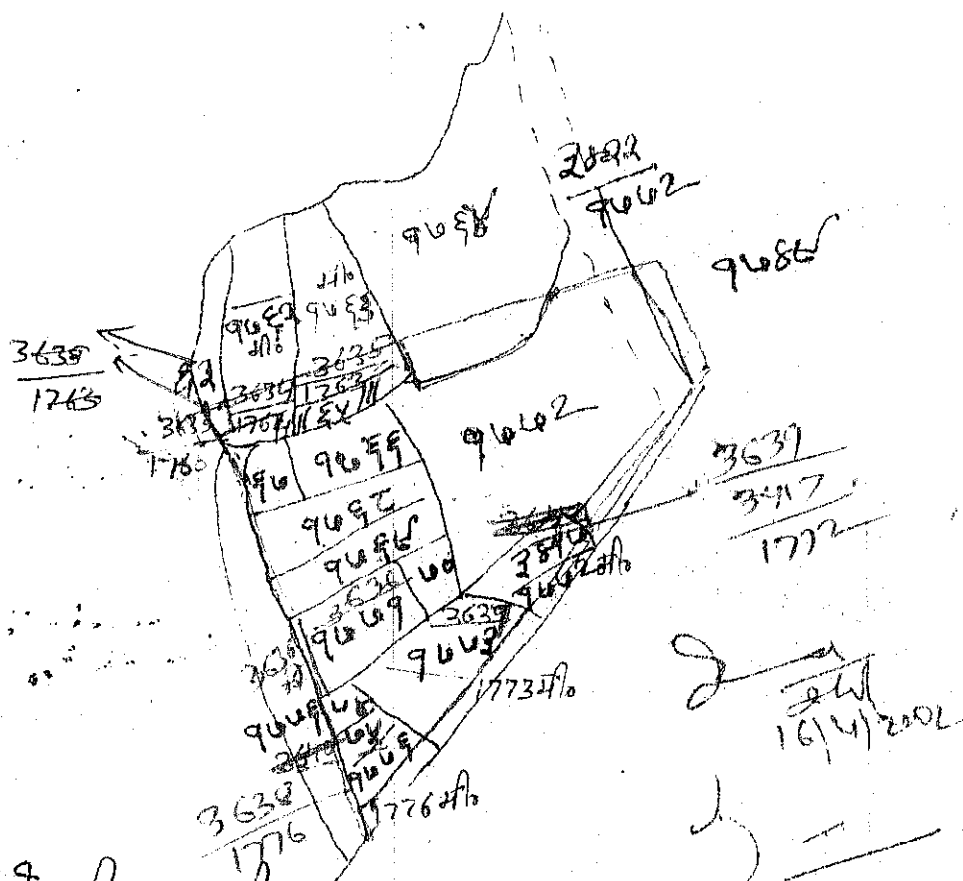
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सिवमारी रानी दा लि
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24/11/2014