

SUNIL KUMAR GOYAL

Advocate & Notary

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Approved Lawyer

State Bank of India, Punjab National Bank, Bank of Baroda, Central Bank of India, Bank of India, Axis Bank Ltd., Canara Bank, Indian Railway, Indian Bank & Bank of Maharashtra

Annexure-B

Dt. 29/01/2024

Report of Investigation of Title in respect of immovable Property (II-TIR)

1.	<ul style="list-style-type: none">Name of the Branch/ Business Unit/Office seeking opinion.	The Branch Manager, State Bank of India, B.O. S.M.E., Civil Lines, Roorkee, (Uttarakhand).
	<ul style="list-style-type: none">Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per Instruction State Bank of India B.O. S.M.E., Civil Lines, Roorkee, (Uttarakhand).
	<ul style="list-style-type: none">Name of the Borrower.	M/s Shakumbari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt. Haridwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel, R/o 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar (Uttarakhand)
2.	<ul style="list-style-type: none">Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Shakumbari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt. Haridwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel, R/o 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar (Uttarakhand) is the present lease holder of the property in question by way of registered Lease Deed Dt. 31.03.2006.
	<ul style="list-style-type: none">Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	As above
	<ul style="list-style-type: none">State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a borrower.
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	Industrial Building bearing Plot No. E-5/1 having total area measuring 826.90 Square meter, bounded in North-Road 60 feet wide, South-Railway Line, East-Plot No. E-6, west-Plot No. E-5, Situated at Industrial Area Haridwar, Pargana - Jwalapur Tehsil & Distt. Haridwar.
	<ul style="list-style-type: none">Survey No. II	N.A.
	<ul style="list-style-type: none">Door/House no. (in case of house property)	Plot No. E-5/1.
	<ul style="list-style-type: none">Extent/ area including plinth/ built up area in case of house property	area measuring 826.90 Square Meter.
	<ul style="list-style-type: none">Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	Situated at Industrial Area Haridwar, Pargana Jwalapur Tehsil & Distt. Haridwar.

<ul style="list-style-type: none"> Particulars of the documents scrutinized-serially and chronologically. Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. <p>Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.</p>	Original Lease Deed Dt. 31.03.2006 executed by U.P. state Industrial Development Corporation Limited through its Regional Mangaer in favour of M/s Shakumbari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt. Haridwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel, which was registered Vide Bahi no.1, Jild No. 1749, Pages 155-190 at SI No. 3687/3688 on Dt. 10.04.2006 in the office of Sub-Registrar Haridwar.			
Sl. No.	Date	Name/ Nature of the Document	Original/ certified copy/ certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the advocate.
1.	10.04.2006	Sale Deed	Original	Yes
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)		Yes.	
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?		Yes, all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the Copy of original documents submitted	
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).		N.A. as above.	
6.	<ul style="list-style-type: none"> Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system? 		Yes.	
	<ul style="list-style-type: none"> If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard. 		Yes.	
	<ul style="list-style-type: none"> Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made? 		No.	

	<ul style="list-style-type: none"> Property offered as security falls within the jurisdiction of which sub-registrar office? 	Sub-Registrar Roorkee.
	<ul style="list-style-type: none"> Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices? 	No.
	<ul style="list-style-type: none"> Whether search has been made at all the offices named at (b) above? 	N.A.
	<ul style="list-style-type: none"> Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question? 	No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs.1.00 crore and above, search of title/ encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)	<p>1-The Property in question with other property was the personal property of U.P. State Industrial Development Corporation Limited & company within the measuring of Companies Act 1956 and having its registered Office at A-1/4, Lakhimpur, Kanpur, Since more than 31 years.</p> <p>2- Later U.P. State Industrial Development Corporation Limited through its Regional Manager executed a Lease Deed 31-03-2006 for Plot no. In favour of M/s Shakumbari Automobiles Pvt Ltd. Registered Office at 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar through its duly constituted attorney Sh. Arvind GoelS/o Sh. J.S. Goel, R/o 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar (Uttarakhand) which was registered Vide Bahi No. 1 Jild No. 1190 Pages 285 ADF Book No. 1 Jild No. 1749 Pages155-190 at Si. No.3687/3688 on Dt. 10.04.2006 in the Office of Sub registrar Haridwar</p> <p>Thus Chain of Title is complete in all respects.</p> <p><u>I further certify that the provisions of the SARFAESI ACT 2002 are applicable to this property.</u></p>
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)	Leasehold rights
10.	If leasehold, whether;	Lease Hold

	• lease Deed is duly stamped and registered	Yes
	• lessee is permitted to mortgage the Leasehold right,	Yes , Laese hold rights.
	• duration of the Lease/unexpired period of lease,	Lease period 59 years from 27 th March 2006.
	• if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.	Yes
	• Whether the leasehold rights permits for the creation of any superstructure (if applicable)?	Yes.
	• Right to get renewal of the leasehold rights and nature thereof.	Yes.
11.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	No.
	the mortgagor is competent to create charge on such property?	N.A.
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	N.A..
12.	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	There are no interest of minor.
14.	If the property has been transferred by way of Gift/ Settlement Deed, whether:	No
	The Gift/Settlement Deed is duly stamped and registered;	N.A.
	The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	The Gift/Settlement Deed transfers the property to Donee;	N.A.
	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A.
	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
	Whether the Donee is in possession of the gifted property?	N.A.

	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.
	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
16.	Whether the title documents include any testamentary documents /wills?	No
	In case of wills, whether the will is registered will or unregistered will?	N.A.
	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	Whether the property is mutated on the basis of will?	N.A.
	Whether the original will is available?	N.A.
	Whether the original death certificate of the testator is available?	N.A.
	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
	(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A.
17.	Whether the property is subject to any wakf rights?	No.

	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No.
	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No
18.	Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No.
	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?	N.A.
	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	N.A., as the property in question is an Industrial property on the spot situated at Industrial Area Haridwar.
	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A. as above.
	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained?	N.A. as above.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	No.
22.	Whether the property is subject to any pending or proposed land acquisition proceedings?	No.
	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/ enquiry?	N.A.
23.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, litigation is pending in any court could be ascertained available records, but affidavit of borrower is recommended to be obtained.

	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/ marking?	N.A.
24.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No.
	Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	N.A.
	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	No.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	N.A.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	N.A.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	N.A.
	iv) If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied? Yes/No	N.A.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No.
27.	• Whether any POA is involved in the chain of title?	No

• Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	N.A.
• In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/ Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	N.A.
• In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/ compared with the original POA.	N.A.
• In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	N.A.
• Whether the original POA is verified and the title investigation is done on the basis of original POA?	N.A.
• Whether the POA is a registered one?	
• Whether the POA is a special or general one?	
• Whether the POA contains a specific authority for execution of title document in question?	
• Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)	N.A.
• Please comment on the genuineness of POA?	N.A.
• The unequivocal opinion on the enforceability and validity of the POA.	N.A.
28. Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed.	N.A.
29. If the property is a flat/apartment or residential/ commercial complex, check and comment on the following:	No

	<ul style="list-style-type: none"> Promoter's/Land owner's title to the land/building; Development Agreement/Power of Attorney; Extent of authority of the Developer/builder; Independent title verification of the Land and/or building in question; Agreement for sale (duly registered); Payment of proper stamp duty; Requirement of registration of sale agreement, development agreement, POA, etc.; Approval of building plan, permission of appropriate/local authority, etc.; Conveyance in favour of Society/Condominium concerned; Occupancy Certificate/allotment letter/letter of possession; Membership details in the Society etc.; Share Certificates; No Objection Letter from the Society; All legal requirements under the local/Municipal laws, regarding ownership of flats/ Apartments/ Building Regulations, Development Control Regulations, Co-operative Societies' Laws etc.; Requirements, for noting the Bank charges on the records of the Housing Society, if any; If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any. Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc. 	<p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>NA</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p> <p>N.A.</p>
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	I have inspected the available record Index 2 nd in the office of Sub-Registrar Haridwar for a period of 30 years i.e. 01-01-1993 to 29-01-2024 up to date and found this property is clear, marketable and free from any recorded encumbrance <u>except lien already mortgaged with S.B.I. SME Civil Lines Roorkee by way of Equitable Mortgage.</u>
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	As above.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon.	N.A., as the provisions of Urban Ceiling Act, area not applicable in the State of

		Uttarakhand.
	b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	No objection certificate under Income Tax Act is not required.
34.	Details of RTC extracts/mutation extracts/ Khata extract pertaining to the property in question.	N.A.
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	N.A.
36.	<ul style="list-style-type: none"> • Whether the property offered as security is clearly demarcated? • Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes. Yes. Yes.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? <ul style="list-style-type: none"> • Document in relation to electricity connection; • Document in relation to water connection; • Document in relation to Sales Tax Registration, if any applicable; • Other utility bills, if any. 	N.A. N.A. N.A.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No.
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation report of Approved Valuer has already been submitted to The Bank.
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.
	Property is SARFAESI compliant (Y/N)	YES, The provisions of SARFAESI Act 2002 are applicable to the property.
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a	<u>Original Lease deed is already deposited with State bank of india</u>

	proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	<u>SME, Civil Lines, Roorkee.</u>
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Spot inspection & Identity of persons executing documents in favor of Bank is recommended to be verified.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s Shakumbhari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt. Haridwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel, R/o 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar (Uttarakhand)
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	No
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

Date:- 29.01.2024

Place- Roorkee

Signature of the advocate

SUNIL KUMAR GOYAL
Advocate & Notary
Chamber No.-46
Tehsil Compound
Roorkee Distt. Haridwar

Annexure-C

Certificate of Title on the Basis of Certified copies of the Title Deeds

1. I have examined the Original Title Deeds intended to be deposited relating to the schedule property to be offered as security by way of "**Equitable Mortgage**" and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said **Equitable Mortgage** to be created and I further certify that:

2. I have examined the Original of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Sub-Registrar Office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are prior No Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate is not issued in the State of Uttarakhand hence I personally inspect Index-2 for the period from 01.01.1993 to 29-01-2024 up to date pertaining to the Immovable Property covered by above said Original Title Deeds. The property is free from all Encumbrances except lien already mortgaged with S.B.I. SME Civil Lines Roorkee by way of Equitable Mortgage.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. The Mortgage if created, will be available to the Bank for the Liability of the Intending Borrower **M/s Shakumbari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt. Haridwar** through its duly constituted attorney **Sh. Arvind Goel S/o Sh. J.S. Goel, R/o 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar (Uttarakhand)**

8. I certify that **M/s Shakumbari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt. Haridwar** through its duly constituted attorney **Sh. Arvind Goel S/o Sh. J.S. Goel, R/o 42, Vivek Vihar Haridwar Tehsil & Distt. Haridwar (Uttarakhand)** has got an absolute, clear and Marketable title over the Schedule property except lien of S.B.I. SME, Roorkee. I further certify that the above Original title deeds is genuine and a valid mortgage can be created on the basis of the original title deeds and the said Mortgage would be enforceable.

9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds which have been examined would create a valid and enforceable mortgage:-

1-Original Lease Deed Dt. 31.03.2006 executed by U.P. state Industrial Development Corporation Limited through its Regional Manager in favour of M/s Shakumbari Automobiles Pvt. Ltd. Registered Office at 42, Vivek Vihar, Haridwar, Distt-Hariwar through its duly constituted attorney Sh. Arvind Goel S/o Sh. J.S. Goel, which was registered Vide Bahi no.1, Jild No. 1749, Pages 155-190 at SI No. 3687/3688 on Dt. 10.04.2006 in the office of Sub-Registrar Haridwar.

2- Map approved by Competent Authority.

3- Affidavit of borrower /mortgager named above.

Encl :-Inspection Receipt no. 17/20 & 17/21 Dated- 29-01-2024 issued by Sub-Registrar Haridwar

There are no legal impediments for creation of the Mortgage under any applicable Law/ /Rule in force.

There are no legal impediments for creation of the Mortgage on production of original of title deeds the certified copies of which I have examined under any applicable Law/ Rules in force.

SCHEDULE OF THE PROPERTY

A Industrial Building bearing Plot No. E-5/1 having total area measuring 826.90 Square meter, bounded in North-Road 60 feet wide, South-Railway Line, East-Plot No. E-6, west-Plot No. E-5, Situated at Industrial Area Haridwar, Pargana -Jwalapur Tehsil & Dist.. Haridwar.

Date : 29.01.2024

Place- Roorkee

Signature of the advocate

SUNIL KUMAR GOYAL
Advocate & Notary
Chamber No.-46
Tehsil Compound
Roorkee, Distt. Haridwar

LEASE-DEED

P-2

D-①

Industrial Area Hardwar

Plot No. E-511

THIS LEASE-DEED made on the 31st day of March
in the year two thousand and Six corresponding to Saka Samvat
..... 1928 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/Smt./Km. s/o

r/o

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

OR

1. Shri/Smt./Km. aged years

S/o R/o

2. Shri/Smt./Km. aged years

S/o R/o

3. Shri/Smt./Km. aged years

S/o R/o

4. Shri/Smt./Km. aged years

S/o R/o

5. Shri/Smt./Km. aged years

S/o R/o

U.P. State Industrial Dev. Corp. Ltd.

Regional Manager

For Shakumbari Automobiles Pvt. Ltd.

Authorised Signatory

6. Shri/Smt./Km.....aged.....years

S/o.....R/o.....

constituted the registered partnership firm of.....

through Shri.....aged.....years

S/o.....R/o.....

duly constituted attorney under the deed dated.....

OR

M/S. Shakumbhari Automobiles Pvt. Ltd.
a company within the meaning of the Company Act, 1956 and having its registered office at

42 Virek Vihar Hardwar
through its managing Director/Secretary/duly constituted attorney Shri. Arvind Goel

S/o. S. S. Goel

r/o. 42 Virek Vihar Hardwar

OR

~~a society registered under the Co-operative Societies Act~~, hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.

WHEREAS the State of Uttar Pradesh has acquired land at Hardwar 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 proper municipal 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, within the period of licence notwithstanding the agreement cited above the plot of land hereinafter described area Hardwar an industrial unit for manufacturing Corshut Covers & other's according to the design and building plan approved by the Lessor and proper municipal or 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. 1,675.00 Rs. One thousand Six hundred and seventy five only

U.P. State Industrial Dev. Corpn. Ltd.

Regional Manager

For Shakumbhari Automobiles Pvt. Ltd.

Authorized Signatory

(3)

the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. (Rs.) 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.....
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 @ 1% per annum in the interest.

NOTE: (1) The interest shall be payable half-yearly on the 1 st day of January and 1 st 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 letter-numbering 27891 SEDC ICMG dt. 24/5/75
- (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 leasee, to be respectively paid, observed & performed, the Lessor doth hereby demise to the Lessee, all the plot of land numbered as E-511 situated within the Industrial Area at Hardwar in Village Hardwar Pargana/Tehsil Hardwar District Hardwar Containing by admeasurement 826.90 m² be the same

a little more or less, and bounded :-

on or towards the North by..... 60' wide Road

on or towards the South by..... Railway line

on or towards the East by..... Plot No E-6

on or towards the West by..... Plot No E-5

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 ^{Fifty nine} ~~ninety~~ years from ^{27th} ~~27th~~ day of ^{March} ~~March~~ 2006 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.

(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} ~~1st~~ day of ^{April} ~~April~~ in each year in advance the yearly rent at the rate of Rs. 2,000/- per hectare per year during the ^{first 29} ~~first thirty~~ years, Rs. 5,000/- per hectare per year during the ^{next 29} ~~next thirty~~ years after expiry of the first thirty years and Rs. 10,000/- per hectare per year during the next thirty years after the expiry of the first ²⁹ ~~sixty~~ years. The rent upto the ^{1st} ~~1st~~ day of ^{March} ~~March~~ 2005 having been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of ¹⁵ ~~15~~ %

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

(d) That the lessee will pay upto the 'lessor the said rent at the time on the date in manner herein before appointed for payment thereof clear of all deductions:

2. (a) (i) In case the Lessor is required to deposit / pay at any stage any additional amount to which it is required/called upon to bear, payor 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 t.his 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 finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause 1 above.

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

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

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

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

(b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance "charges of whatever description (including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc., and other common facilities and services as may from time to time be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 15% p.a. on the amount due.

OR

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

- | | |
|------------------------------------|-----------------------------|
| a. For the First 5 years Till..... | @ Rs. 2/- per sq. mtr p.a. |
| b. For year 2002 to 2006 | @ Rs. 4/- per sq. mtr. p.a. |
| c. For year 2007 to 2011 | @ Rs. 6/- per sq. mtr. p.a. |
| d. For year 2012 to 2016 | @ Rs. 8/- per sq. mtr. p.a. |

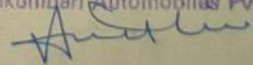
Maintenance charges for subsequent years shall be decided by the Lessor based on the Whole Sale Price Index prevailing in the previous year, vis-a-vis the Whole Sale Price Index in the 20th years and would be informed to the Lessee. The Lessee hereby agrees to pay to the lessor such maintenance charges 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

For U.P. State Industrial Dev. Corp. Ltd.

Regional Manager

For Shakumbari Automobillas Pvt. Ltd.



Authorized Signatory

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

(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.....2.....months and will completely finish the same fit for use and start the manufacturing and production within the period of....12.....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.

(f) That the Lessee will keep the demised premises and the buildings thereon at all time in a 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/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

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 and 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 therefor, and the Lessee will in no case assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bound or otherwise.

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 that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour of the State Government or of the 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 & Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Schedule Bank (Including State Bank of India and its subsidiaries) or Unit trust of India or General Insurance Company and its subsidiaries viz National Insurance Company or New India Assurance Company, Oriental Insurance Company, United Insurance Company and trustees for debenture holders to secure loan or loans advanced by any of them for setting up on demised premises the industry herein before mentioned if the Lessee either furnishes to Lessor an undertaking from the financial institution as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above 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.

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

U.P. State Industrial Dev. Corpn. Ltd.

Regional Manager

For Shakumbari Automobiles Pvt. Ltd.

Authorised Signatory

(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 Lessee will not exercise his option of determining the lease nor hold the Lessor 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 5.5 m x 3.5 m x 2.5 m x 2.0 meter of boundries on Front, Rear, Sides sides thereof as marked in the attached plan. or as per A.B.O. Act

(p) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacturing and production herein before mentioned within 9 calendar months from date of possessions of the said land is handed over to him and in any case within 12 calendar months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee.

(q) 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 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 fountiations 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.

(9)

(r) That the Lessee being a registered partnership firm declares, affirms, and undertakes that during the subsistence of the terms of this, agreement the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardies 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 shall not make or attempt to make any alterations, whatsoever in the provisions of its Memorandum & Articles of Association or in its capital structure 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 with in stipulated period.

While granting its consent as aforesaid the Lessor may require the Successor interest of the Lessee to enter into a binding contract with the Lessor to abide by the 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 as the Lessor may in its discretion think proper. In the event of breach of this conditions the agreement shall be determined at the discretion of the Lessor.

That the Lessee being a Company, shall not change its name without prior information to UPSIDC and effect enblock transfer of shares even in phases resulting in change of management unless a prior written permission of the Lessor is obtained.

Provided that right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or the Industrial Development Bank of India or the Life Insurance Corporation of India or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction of India or any Schedule Bank (Including State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company or and its subsidiaries viz. National Insurance Company, New India Assurance Company, Oriental Insurance Company and United Insurance Company and trustees for debenture holders and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights in it or them by virtue of the deed or deeds executed in its or their favour by the Lessee as provided herein above or under any law for the time being in force.

(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.

For U.P. State Industrial Dev. Corp. Ltd.

Regional Manager

For Shakumbhari Automobiles Pvt. Ltd.

Authorised Signatory

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 of 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 amount equal to 20% of the total premium together with outstanding interest due till date, Lease rent due & other dues. if any shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee, hereunder with interest thereon @15.....%per annum and the Lessee shall not be entitled to any compensation whatsoever.

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

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India of Pradeshia 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 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

U.P. State Industrial Dev. Corp. Ltd.

Regional Manager

For Shakumbhari Automobiles Pvt. Ltd.

Authorised Signatory

(11)

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.

(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.

U.P. State Industrial Dev. Corp. Ltd.

Regional Manager

Shakunbati Automobiles Pvt. Ltd.

Authorised Signatory

6. (a) That the Lessee is fully aware that the aforesaid premises had earlier been given by the Lessor to Shri/Km/Ms. Mr. H. S. Gupta through the lease deed dated 7/11/63 duly registered at Hassalwar on 9/12/63 but the lease has been determined/surrendered and forfeited by the Lessor vide letter/notice No. — dated — 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 HEREOF 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

a. Witness:

K. S. Gupta
UPSIDC
secret

Signed by :

U.P. State Industrial Dev. Corp. Ltd
Regional Manager

b. Witness:

For and on behalf of the Lessee

a. Witness:

Shri H. S. Gupta
Shri K. S. Gupta

1 Signed by :

For Shakumari Automobiles Pvt. Ltd.

Shakumari
Authorised Signatory

b. Witness.