

LEASE DEED

1975 ACT 15-1205

INDUSTRIAL AREA TIE, Romibur, Haridwar
 Plot No. 79 Sector 5

State Industrial Dev. Corp. - A Ltd.

THIS LEASE DEED made on the 30th day of May 1986
 in the year two thousand and 2009 and corresponding to Saka Samvat 2046
 between State Industrial Development Corporation of Uttarakhand Limited (SIDCIL), a
 company, within the meaning of the Companies Act, 1936, and having its registered office at SBI
 Building, Secretariat, Dehradun (Uttarakhand) and Head Office at C- New Canal Road, Dehradun
 (Uttarakhand) entered to as the "Lessor" which expression shall unless the context does not
 admit, include its successors and assigns, of the one part.

(1)

Age Sex Name _____ aged about _____ years.

(2)

Age Sex Name 1. Raj Kumar Sunaga aged about 66 years

2. Sh. Lal Chand Sunaga Proprietor of proprietary firm to the

name M/s. U.S. Metal Products Ward of Jinn Hindu Family Trust

having its

302, Sector-19, Faridabad - 121002

For U.S. METAL PRODUCTS

Signature

As _____ R/o _____
 New No. 120 _____ aged _____ years
 Do _____ R/o _____
 New No. 120 _____ aged _____ years
 Do _____ R/o _____
 New No. 120 _____ aged _____ years
 Do _____ R/o _____
 New No. 120 _____ aged _____ years
 Do _____ R/o _____

Having its office at _____

associated registered partnership firm namely _____

commissioning, as per its requirements, on the terms and conditions as may be stipulated

by said State Electricity Board or any other authority/Company, in this regard, _____ under the Indian

Partnership Act, 1932 and duly authorised by the Partnership Deed dated _____ duly authorised

by a Power of Attorney executed _____ and registered on _____ as Document

No. _____ Book No. _____ Volume No. _____ at pages _____ to _____ with sub-Register of

Agreements _____

OR _____

_____ a Society registered under the

Societies Registration Act, 1860 or the relevant State enactment, having its office at _____

through Mr. _____ the

Secretary/President of the said society, duly authorised by Article _____ of the Memorandum of

Association of the said Society.

OR _____

_____ a Private/public limited company

incorporated under the Indian Companies Act, _____ and having its having its registered office at _____

through its _____

Mr. _____ who has been duly authorised by a resolution passed by the

Board of Directors of the said Company, in its Meeting held on _____

Hereinafter referred to as the "Lessee" (which expression shall, unless the context does not so admit,

_____ For U.S. Mic 1-1 PRODUCTS

_____ Proprietor

प्रलेख नं. 4055

LEASE

Rs. 841,800.00

LEASE SUMMARY TABLE

अवधि (वर्ष)	प्रारंभिक शुल्क	प्रत्येक वार्षिक अवधि का शुल्क	कुल राशि	वर्ष का अंतर
300.00	20.00	1640.00	5,960.00	1000

रा. प्र. नं. (कलकत्ता) राजकुमार सुनेजा

पुत्र/पुत्री/पत्नी की स्व. लालचंद सुनेजा

निवासी 303 सेक्टर 19 फरीदाबाद 121002

लेन देन दिनांक 30-May-2009 को समय 3:41:03PM

कार्यालय पर निम्न का सचिव हरिद्वार

लेन देन की उपनिबधक सचिव हरिद्वार

राजकुमार सुनेजा

इस लेखन में निम्नानुसार एवं निम्नानुसार लिखित शर्तों को सुन व समझकर एवं को स्वीकार किया गया है कि यह लेखन सिद्धांत, हरिद्वार

लेन देन का अंतर 0.00

को लेन देन पर वाक्य स्वीकार किया एवं निम्नानुसार की

राजकुमार सुनेजा स्व. लालचंद सुनेजा 303 सेक्टर 19 फरीदाबाद 121002

लेन देन स्वीकार किया

पुत्र की दीपनंद सिंह नेगी

पुत्र की सी.एस.नेगी

निवासी क्षेत्रीय कार्यालय सिद्धांत, हरिद्वार

की मणील श्रीवास्तव

पुत्र की सी.सी. श्रीवास्तव

निवासी 62 तिलकनगर इलाहाबाद

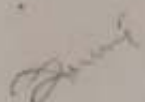
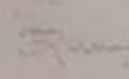
लेन देन उपनिबधक सचिव हरिद्वार

amounts in the said cost component shall be determined in accordance with the said cost component of the provisional premium mentioned in Clause 2.1 above.

MAINTENANCE FEE

- 3.1 The Lessor is committed to demand and receive from the Lessee, annual recurring charges, by or on the date hereon, or from the date of commencement of the term of the lease, of the Demised Land to the Lessee. Whichever is later, for providing services to the Demised Land, including supply of water, maintaining roads, drains, ditches, storm water drains, sewerage, parks, and other common facilities and services including but not limited to waste water collection system & CTP ("Maintenance Service"). The charge/fee for providing Maintenance Service will be based on the actual total costs and expenses to be incurred by the Lessor in order to provide the same to the Industrial Area and the Lessee is required to pay charges, proportionate to the size of the Demised Land ("Maintenance Charges"). The Lessor will intimate in advance, the Maintenance Charges, payable for the calendar year on or before January 31, of every year and the same shall be paid by the Lessee, on or before June 30 of every such year. In case of default in payment of Maintenance Charges, the Lessee is liable to pay interest @ 12% p.a. from July 1, of every such year till receipt of payment by the Lessee. In case, Maintenance Charges are not paid by the Lessee, for a Calendar year on or before December 31, of such years, at the discretion of the Lessor, such amount in default, can be recovered from the Lessee, as arrears of land revenue.
- 3.2 In case, majority of the lessees in the said Industrial Area form an Association/Society and on receipt of an application received from such Association/Society, seeking permission to provide Maintenance Services in the Industrial Area, the Lessor, in its sole discretion, subject to conditions as it may deem appropriate, may transfer to such Association/Society, the right and obligation to provide Maintenance Services in the Industrial Area.
- 3.3 In case, the right and obligation to provide Maintenance Service in the Industrial Area is transferred to the Association/Society, the Maintenance Charges remitted to the Lessor by the lessees in the Industrial Area, will be transferred to the Association/Society, by the Lessor.
- 3.4 Lessor intends to create a liquid free greenfield development in which it is developing special projects under private sector participation (PSP) model. To make such projects viable it shall follow the use of effluent pay the principle wherein all units in the said land in Portugal leave Land based on Volume & Toxicity of effluent or sewage discharge by industrial units. Such Tariff schedule shall be notified by NIDCOL post award of such special project and shall be binding upon all units.


Lessor
State Industrial Dev. Corp. (S.I.D.C.) Ltd.
L. 100/2001

WHEREAS

- A. The Lessor of Uttaranchal has conveyed his rights and interest in the land admeasuring 700 = 00 sq. ft. situated in Village Ranipur Hariidwar District, Uttaranchal, bearing Plot No. 79 issued on 1-6-1964, including 1-6-1964 bearing Plot No. 79 issued on 1-6-1964, including 1-6-1964 bearing Plot No. 79 issued on 1-6-1964, for the purpose of setting up an Integrated Industrial Unit bearing Area and the Lessor has subdivided the above land into plots and intends to grant leasehold right in such Subdivided plots for the purpose of erecting on each plot a factory Unit, according to the Rules and bye-laws under the Factories Act, 1948 and building plans as approved by the Corporation, Municipality or other competent authorities, as may be applicable.
- B. The amount of premium mentioned in Clause 1 hereinafter is provisional and the Lessee shall pay the additional premiums as hereinafter provided in Clause 2.2 (a) and Clause 2.2 (b), as and when determined by the Lessor.

C. The Lessor has agreed to grant of lease and the Lessee has agreed to take on lease a plot of land admeasuring 700 = 00 sq. ft. bearing Plot No. 79 Sector 5 Industrial Area 1-6-1964 Ranipur Hariidwar District, Uttaranchal. The details of the said plot are described in Schedule A annexed hereto, subject to the terms and conditions hereinafter mentioned Electrical & Home Appliances and allied ancillary activities, incidental thereto, ("the Unit"), as per the design and building plan, approved by the Corporation/ Municipal or other concerned local authority, within the Industrial Area 1-6-1964 Ranipur Hariidwar District, Uttaranchal.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. LEASE

- 1.1 Subject to the provisions of this Deed, the Lessor hereby grants lease of the plot of land admeasuring 700 = 00 sq. ft. bearing Plot No. 79 Sector 5 ("the Demised Land") Industrial Area 1-6-1964 Ranipur Hariidwar, Uttaranchal to the Lessee and the Lessee hereby accepts the lease of the Demised Land for a period of Twenty (20) years ("Term") from the date hereof, except and always reserving to the Lessor the right to
- 1.2 Within the period of Twenty Four (24) months from the date of letter of allotment of the

State Industries Dev. Corp. of U.A. Ltd.
L.L.E. Hariidwar

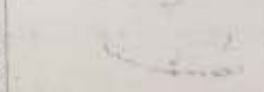
For U.S. M.I. PRODUCTS
Proprietor

बही नं०

1

प्रलेख संख्या

4,055

क्र. संख्या	अधिकारी / साक्षियों का नाम	अंगुलि का निशान	हस्ताक्षर
1	महो. श्री. राजेश, भार. दम्.		
2	राजेश्वर भुसारी		
3	वीरेंद्र सिंह जमी		
4	अशोक श्रीवास्तव		

प्रतिष्ठ एवं अंगुलि का निशान अंगुलि नियमानुसार लिखे गये हैं जो से खाने की सत्यता प्रतीत होते हैं।

उपनिर्देशक सदर इलाहाबाद

30-May-2009

In case, the Lessee is not to reject the application for extension, the same shall be communicated to the Lessee, by a written Order, Passed by the person, having authority, on behalf of the Lessor.

June

...with
...to lease
...conditions,
...for the
...Land
...alternative place
...as in
...for the
...compensation, in

...Land reserved by the Lessor, the Lessee shall be
...in the area of the Demised Land, on the same terms and
...the present Lease, in an industrial area developed by the Lessor,
...of the Lessee. Also, in case the Lessor requires the entire
...of mining minerals, the Lessee shall be entitled to lease of land for
...equivalent to the area of the Demised Land, on the same terms and
...of the present Lease, in an industrial area developed by the Lessor,
...of the Lessee. In addition the Lessee shall be entitled to
...cost of relocation.

2. PAYMENTS AND

TERMS OF PAYMENT:

2.1 The Lessee here-
amounting to Rs.
thousand
land premium, in
applicable, @ 5%
metres and above,
as more side road

...an amount of Rs. 560 + 700 per Levy
1.5 = 20 (Rupees Eight lac forty one
thousand Only), for the Demised Land as provisional
...above, the Lessee hereby agrees to pay Locational Charges, if
...provisional land premium (for plots situated on roads with width of 45
...and 5% of the provisional land premium, towards plot having two

2.2 For the provision
Rs. 8,41,5
thousand
and acknowledge
(Rupees _____

...the Lessee has hereby paid, a part thereof, amounting to
... (Rupees Eight lac forty one
thousand Only), the receipt whereof the Lessor hereby accepts
...amount of the provisional land premium of Rs. _____
... (Only)

for the Demised L
@ _____ %

...to _____ half yearly installment, along with interest
...total outstanding provisional land premium for the Demised

(a) Rs. _____

...on the _____ 20

(b) Rs. _____

...on the _____ 20

(c) Rs. _____

...on the _____ 20

(d) Rs. _____

...on the _____ 20

Provided that if the

...installments and the interest set the due date and there are no

...due on any of

...of grace to the Lessee, a rebate @ 3% per annum on the

...

...

...

...

...

...

...

...

...

...

...

...

...

...

FOR U.S. METAL PRODUCTS

...

...

...

...

...

...

...

...

...

...

...

...

NOTES

2.1 The interest on the 7 days of advance payment shall be _____

2.2 Landlord's interest shall be _____ on the Demised Land.

2.3 The portion of the interest shall be paid towards the provision of _____ as required by the _____

2.4 In addition, the Lessee shall pay _____ (Rupees) Four _____

payable in advance of _____ of _____ of _____

Rs. 27,705 towards the Rent of _____

124,500. If in case, the Rent for current year, the _____ received by the Lessee

2.5 The provisional premium based on the cost of _____ which the Demisee, other public utility and _____ part thereof, shall be determined as additional premium amount of _____ shall not be determined, pay _____

2.6 _____

of provisional land premium shall be payable half-yearly or yearly, each year, the first of such payment is to be made on the _____

the provisional land premium in instalments including the interest shall be paid from the date of issue of letter of allotment for _____

the Lessee will be first adjusted towards the interest due, if any, and then Charges, if any, and the balance, if any, shall be appropriated towards the annual lease rent notwithstanding _____

of premium, during the term of the Lease envisaged herein, the "Rent" of Rs. 6500 = 00 five hundred _____

10th day of April every year for that financial year, from the date of the Demised Land, the Lessee has paid an amount of Twenty Seven thousand Seven hundred Eighty Seven _____

current year computed pro rata, ending the 31st day of March _____

whereby the Lessee, on or before the 30th day of April for the interest @ 12% from the 30th day of April, till such Rent is _____

of Clause 2.1 above, includes the average land cost component under the Land Acquisition Act of the whole of the land of _____ and the estimated costs for laying for roads, parks and _____ and the final cost of acquisition of the whole of the said land or _____ the land cost component of the plots carved out after _____ shall request the Lessee to make such proportionate addition _____ on receipt of intimation from the Lessee, which demand _____ of thirty years from the date, the final cost of acquisition is _____ in the Lessee, the additional premium representing the _____

Page No. 107

Page No. 107

RIGHTS AND OBLIGATIONS OF LESSEE

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

[Signature]
 For U.S. METAL PRODUCTS
 L.L.L. Kulkarni

[Signature]
 For U.S. METAL PRODUCTS
 Proprietor

to plant and erect gates through which passage is permitted to the Lessee or to any other local authority or occupiers of other plots in the neighborhood.

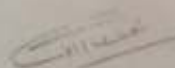
4.7 The Lessee shall at its own expense plant trees on the periphery of the Demised Land (one tree per 250 square metres and one tree to a distance of 15 metres on the boundary of Demised land) facing the road or part thereof and shall maintain the trees so planted in good condition throughout the Term hereby created under these presents.

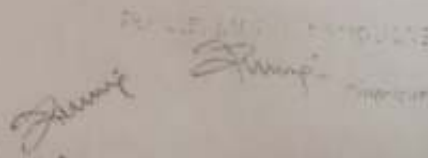
4.8 That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises, by building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal or local authority, in respect of the said works or of anything done under the authority of the Lessee.

4.9 That the Lessee shall establish at its own cost an appropriate and efficient primary effluent treatment system plant and shall ensure that it is ready and functional as per the norms and specifications laid down or stipulated by the State Pollution Control Board or any other authority established by laws for the time being in force, before pollution is commenced in the Unit proposed to be set up on the Demised Land, covered by these presents. All effluents generated from the Lessee's Primary effluent treatment plant shall necessarily be discharged in to the Waste Water Collection System set up by a private operator and treated at the CETP. No Lessee can use any other plant or process, whatever, for secondary and/or tertiary treatment of the effluents.

4.10 That the Lessee at its own cost shall erect buildings, on the Demised Land in accordance with the lay out plan, elevation and design and in a position to be approved both by the municipal/ local authority and Lessor, in writing and in a substantial and workman like manner, buildings and other structures, to be used as Industrial factory with all necessary cut houses, sewers, drains and other appurtenances and proper conveniences thereto according to municipal/ local authority's rules and bye-laws in respect of building drains, flumes and connection with main water line and sewers and will commence such construction within a period of nine months from the date of these presents or from the date on which physical of the Demised Land is handed over to the Lessee, whichever occurs later. Further the Lessor may in its sole discretion, grant such extension, at the request of the Lessee and the Lessee and the Lessor shall complete the same fit for use and commence the manufacturing and production from the Unit, within the Stipulated Period from the date of these presents or the date on which physical possession of the Demised Land is handed over to the Lessee, under these presents, whichever occurs later and within such extended time as may be allowed by the Lessor in writing in its discretion, on the request of the Lessee.

4.11 The Lessee shall obtain such assent as in accordance with the applicable byelaws for the Industrial





of the Lessee (and the Lessee) to use, possession, use and other rights, subject to the Unit as per approval of the Lessor within the specified period as contained herein, to the entire satisfaction of the Lessor. In case of failure by the Lessee to adhere to the stipulations herein above, the Lessor shall issue a notice in writing, in this regard to the Lessee and in case the Lessee fails to rectify such breach within a period of sixty (60) days from the date of receipt of such notice, the Lessor will have the right to revoke the Lease.

- 4.12. That the Lessee will not make or permit any major constructions or erections or permit to be erected any new building without prior permission of the Lessor and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by the Lessor and the municipal/local authority regarding it as well as correct such deviation as aforesaid, in writing, and if the Lessee fails to correct such deviation within a period of sixty (60) days from the receipt of such notice, then it shall be lawful for the Lessor or municipal/local authority, to cause such deviation to be rectified at the expense of the Lessee, which expense the Lessee hereby agrees to reimburse to the Lessor and/or municipal/local authority, the quantum thereof, will be determined by the Lessor/municipal/local authority as the case may be. The decision of the Lessor/municipal/local authority, as the case may be in this regard shall be final and binding on the Lessee. The restriction contained above, is without prejudice to the rights of the Lessee, to carry out repairs, erections for the purpose of safeguarding or strengthening the existing constructions/buildings or for carrying out modernization/improvement of the Unit.
- 4.13. That the Lessee will provide and maintain at its own cost, in good condition a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other local authority, leading from the public road to the Demised Land.
- 4.14. That the members, directors, officers and subordinates or agents, surveyors, workmen and other authorized representatives/employees of the Lessor shall have access to the Demised Land and shall have the implied right and authority to enter upon the Demised Land and the buildings to be erected thereon, to inspect and view the work and progress of the works and for all reasonable purposes at all reasonable times, after giving advance notice in writing to the Lessee.
- 4.15. That the Lessee will not erect any buildings, constructions or structures except compound wall, gate and security post(s) at any portion of the Demised Land within _____ feet from the boundary on _____ side thereof as marked in Schedule A hereto and shall not construct any part of the building or other structures contiguous/adherent to the Demised Land.

[Signature]

[Signature]

For U.S. METAL PRODUCTS

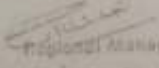
[Signature] Proprietor

Limit in this keep the foundation, trench or other pit in the Demised Land open or exposed to weather causing any injury to contiguous or adjacent buildings, or this Dig any pit near the foundation or any buildings through causing any injury or damage to such buildings. (c) With all except of permit to be erected at any part of the Demised Land any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

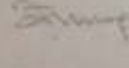
- 2.17 That the Lessee shall seek and obtain insurance cover for the entire plant and machinery to be installed in the Demised Plot and shall continue to renew, seek and obtain insurance cover for the plant and machinery in the Demised Plot for the Term of this Lease. Further, the Lessee will submit to the Lessor, the copy of the insurance cover not and other documents details in relation to such insurance cover upon obtaining such insurance cover and upon every renewal during the Term of this Lease.

2. RIGHTS AND OBLIGATIONS OF THE LESSOR:

- 2.1 The Lessor hereby agrees that the Lessor, subject to observing all the aforesaid conditions, shall peacefully HOLD and ENJOY the Demised Land during the Term of the Lease without any interruption by the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lessee or by any person claiming through or under the Lessee, any of the aforesaid covenants or conditions stipulated in Clause 2.2, 2.3, 4.11, and 9.1 herein, the Lessor shall give written notice of sixty (60) days to the Lessee, to remedy such breach or non-observance. In case, the Lessee does not remedy such breach(es) or observe such stipulation(s), indicated in the said notice, the Lessor shall be entitled to, notwithstanding the waiver of any previous case or right of re-entry, enter upon the Demised Land and re-possession it, as if this Lease had not been granted and thereupon this demise shall absolutely stand determined and the Lease stand terminated subject to the right of the Lessee to remove all buildings, fixtures, materials and properties, which have been erected, affixed or brought into the Demised Land, by the Lessee, at no cost to the Lessor, within ninety (90) days from the date of receipt of the communication from the Lessor, in respect of determination of the Lease. In case, the Lessor desires to retain any building warehouse etc., the same may be retained by the Lessor, subject to payment of compensation to the Lessee.
- 2.2 The Lessor does hereby covenant and agrees that before the expiry of the Term of the Lease conveyed in these premises, the Lessor shall be entitled to remove all or any buildings, structures, plant and machinery and other materials/properties which at any time during the Term


Regional Manager
State Industrial Dev. Corp. (S.I.D.C. Ltd.)
1, I. E. Kariwar

For U.S. METAL PRODUCTS


Proprietor

Lines may have been erected or brought into the Demised Land by the Lessor without any claim for compensation whatsoever from the Lessee.

- 5.2 The Lessor may allow any public utility services, such as electric power or cables, other than low voltage lines, and high voltage cable lines, water supply and sanitary/sewerage lines, or telegraph telephone post(s) or cables, to be taken through the Demised Land and the Lessee shall not be entitled to any compensation in respect of the same including compensation, if any, relating to the space occupied by such public utility service. PROVIDED THAT, before allowing such public utility service to utilise the Demised Land, the Lessor shall give written notice of sixty (60) day to the Lessee and also, the Lessor, while allowing such public utility service(s) to be taken through the Demised Land, will cause only the minimum possible hindrance to the Demised Land and/or structures or buildings standing thereon.

- 5.3 Thus the Lessor will not exercise its option of determining the lease nor hold the Lessee responsible to make good any damages to the Demised Land or any part thereof, if the same is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, if the same has been caused due to fire, tempest, earthquake, flood, inundation or violence of any army or a mob or other irresistible force or any Force Majeure Event.

6. BORROWINGS FROM BANKS AND OTHER FINANCIAL INSTITUTIONS:

- 6.1 Thus the Lessee shall arrange the required funds towards land premium, rent, construction of buildings, structures, installation and erection of plant and machinery and towards other financial needs, for operating the Unit. The Lessee is empowered to take loans/ borrowings from Banks and other Financial Institutions or through any other source, on the security of the lease rights in the Demised Land and the Buildings, structures, plant, machinery and goods in trade etc.
- 6.2 Thus in case the Lessee commits any default in repayment of the borrowings, the lender for the purpose of recovery of its dues, shall have all the power to initiate appropriate proceedings against the Lessee, including eviction proceedings against the Lessee and shall be entitled to seek and obtain transfer of lease rights to any other person or to occupy the Demised Land itself, subject to making payment of any outstanding dues and other charges/penalties payable by the Lessee to the Lessor.

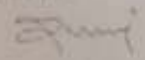
7. TRANSFER OF LEASE:

- 7.1 Thus the Lessee being an individual, declares, undertakes and affirms that during the Term of this Deed, the Lessee shall not transfer, assign, create joint possession, or otherwise part with the


 By Mr. [Name], Proprietor of M. S. S. S. S.
 [Address]



For Lessor



Proprietor

Proprietor

physical possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without the written consent of the Lessor and subject to payment of transfer fees as per Land Disposal Regulations, as may be made applicable, from time to time in respect of the Industrial Area, wherein the Demised Land is located ("Transfer Fee"), by the Lessor. However, on the demise of the Lessee, the rights and interests of the Lessor in the Demised Land, shall be transferred in the name of his legal heir, subject to production of a Death Certificate issued by the concerned Corporation/ Municipality or local body, as the case may be, and a Succession Certificate, issued by the Court of Competent jurisdiction. In such case, the rights and interests to the Demised Land, under this Lease Deed, shall be transferred in favour of such successor in interest by the Lessor, without payment of any Transfer Fees;

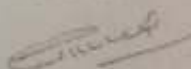
OR

That the Lessor being a Sole Proprietor firm/ registered/ unregistered Partnership Firm / Society registered under the Societies Registration Act 1860 or the relevant State enactment, declares, undertakes and affirms that during the Term of this Deed, the constitution of the Lessee shall not be altered or reconstituted, dissolved, or it shall not create possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, or create joint possession of the Demised Land, without the written consent of the Lessor and subject to payment of Transfer Fees, to the Lessor.

OR

That the Lessee being a private/public limited Company, declares, undertakes and affirms that during the Term of this Deed, the Lessee-Company shall not create and third party interests and / or rights in any part or whole of the Demised Land and / or assign any part or whole of the Demised land, in favour of any party(ies), which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without written consent of the Lessor and subject to payment of Transfer Fees to the Lessor.

However, the use/ occupation/ enjoyment of any part or whole of the Demised Land including the Unit to be set up therein, by any group Company, subsidiary, affiliate or associate Company, Agent, Distributor, Dealer or Contractor of the Lessee-Company, or by operation of law, shall not be construed to be in contravention of the terms and conditions set out hereinabove, is in conformity with the use for which the Demised Land is demised, under these presents.


 U.S. METAL PRODUCTS
 Proprietor

For U.S. METAL PRODUCTS

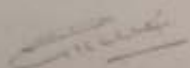
 Proprietor

7.2 In the event of assignment or assignment or sub-lease of any part or the whole of the Demised Land, the Lessee shall intimate the Lessor in writing of such intention to assign, transfer or sub-lease, setting forth the name and description of the parties in whose favour such right or interest is proposed to be created or assigned. The grant of permission by the Lessor hereof, will be subject to payment of Transfer Fees and Subject to compliance of the applicable Zoning Plan.

7.3 In the event of mortgage or mortgages, without handing over physical possession of the Demised Land to the bank either of the State Government or the Industrial Finance Corporation of India or the Industrial Development Bank of India or the Life Insurance Corporation of India or the Industrial Credit and Investment Corporation or Industrial Reconstruction Bank of India or any nationalized Bank or Schedule Bank including State Bank of India and its Subsidiaries or Unit Trust of India or General Insurance Corporation and its Subsidiaries viz. National Insurance Company, United India Insurance Company, Oriental Insurance Company, United India Insurance Company or NSIC or SIDBI or trustees for debenture holders to secure loan or loans advanced by any of them for setting up on the Demised Land the Unit, the Lessee either furnishes to the Lessor any undertaking from the financial institutions aforesaid that the 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 its own resources.

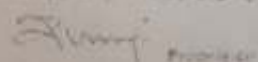
Provided further that if at any time, the financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the Demised Land in exercise of any right vested in it by virtue of the deed or deeds executed in its favour by the Lessee, at the time subsequent to taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to mutual consultation between the Lessor and the financing body or bodies mentioned above.

Provided further that, if the Lease of the Demised Land, is assigned/transferred by operation of law or otherwise during the Term hereby granted, the Lessee shall within sixty (60) days from the date of such assignment or transfer, deliver an intimation of such assignment or transfer, to the Lessor setting forth name(s) and description of the party(ies), in case of every such assignment/transfer and the particulars and effect thereof together with every assignment/transfer, with document, effecting or evidencing such assignment or transfer and the documents aforesaid accompanying the said intimation. In case, such intimation is not communicated within the specified period, without prejudice to the right of the Lessor to determine this Deed for breach of this covenant, the same shall entail a penalty of Rs.500/- to be paid by the Lessee.





For and on behalf of the Lessor

 For and on behalf of the Lessee

17. PAYMENT:

17.1 All dues payable and receivables in respect of this Deed including premium, rent, interest and Maintenance charges, shall be remitted to an account of land revenue under the Uttar Pradesh Public Works Department of the Government of India as made applicable to the State of Uttaranchal or the county or regulations, in application at the relevant time.

18. JURISDICTION AND ARBITRATION:

18.1 The Courts in Dehradun alone shall have jurisdiction in relation to any proceedings in relation to the matters covered under this Deed.

18.2 All disputes and differences in relation to the applicability, interpretation, rights and obligations of the parties hereunder and/or arising under these presents, shall be referred to a Sole Arbitrator to be nominated by the Managing Director of the Lessor. Within thirty (30) days from the date of receipt of a request for nomination of Sole Arbitrator, the Managing Director of the Lessor shall nomination of Sole Arbitrator and issue communication in respect of the same to the parties. In case, the Sole Arbitrator is not nominated within the period stipulated hereinabove, the parties will be at liberty to invoke the provision of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto or enactment(s) in substitution thereof, for appointment of Sole Arbitrator.

18.3 The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto or enactments in substitution thereof.

18.4 The arbitral proceedings shall be conducted in Dehradun, in English language and the parties agree that the arbitral award shall be binding and enforceable against the parties.

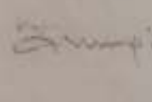
19. OTHER TERMS AND CONDITIONS:

19.1 The lessee shall provide 70% employment to the permanent residents of Uttaranchal State in their proposed unit.

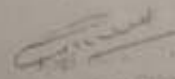
19.2 On expiry of the Term of the Lease, the Parties may extend the period of Lease for further period(s), on mutually agreeable terms and conditions. In case, the Parties do not extend the Term of the Lease, the Lessee shall deliver the physical possession of the Demised Land, to the Lessor. Prior to handing over physical possession of the Demised Land, the Lessee shall have the right to remove materials and properties brought into the Demised Land by the Lessee.

19.3 The Lessee shall be entitled to make arrangements with the State Electricity Board or any other authority/Company providing power in the area, in which the Demised Land is situated, to obtain power connection including power connection for the purpose of construction erection.

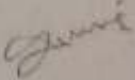
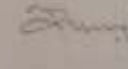

Rajendra Kumar
State Industrial Dev. Corp. (S.I.D.C.) Ltd.
P.O. Box 100, Dehradun

 
Anil Kumar
Anil Kumar

- 10.3 All notices, covenants and approvals which are to be given and notification of any decision by the Lessor shall be in writing and signed on behalf of the Lessor, by the authorised person and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/ speed post, even through returned unserved on account of refusal by the Lessee, addressed to the Lessee at the usual or last known place of business or office or at the Demised Land under these presents or at the address mentioned in these presents or if the same has been affixed to the office building upon the Demised Land. The Lessee will include SIDCUL Industrial Area in its address, in all its correspondence with the Lessor.
- 10.4 The Managing Director of the Lessor shall exercise all powers exercisable by the Lessor under this Deed. The Lessor may authorize any other Officer or Officers of the Lessor, to exercise all or any of the powers exercisable by him under this Deed.
- Provided that the expression Managing Director shall include the Managing Director of the Lessor for the time being or any other Officer of the Lessor, who is entrusted by the Lessor with function similar to the Managing Director of the Lessor.
- 10.5 That the determination of this Deed shall in no way prejudice or affect the rights of the Lessor to recover from the Lessee, costs and expenses to rectify/ restore, any damage which may have been caused to the Demised land by the Lessee, or any one acting on its behalf, during the Term of this Deed.
- 10.6 This Deed sets forth the entire agreement and understanding between the Parties as to the subject matter hereof. Except as otherwise provided expressly herein, no modification, amendment or supplement to this Deed shall be effective and binding, for any purpose unless the same is in writing and duly signed by the parties hereto.
- 10.7 The rights granted or obligations assumed hereunder, shall not be assigned or transferred by the Parties, without the prior written consent of the other Party.
- 10.8 No failure by either party to enforce any of the provisions of this Deed at any time or for any period of time shall be construed as a future waiver of such provisions or the right of the other party thereafter to enforce any of the provision of this Deed.
- 10.9 Any provision of this Deed, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision, in any other jurisdiction.


State Secretary, Govt. of U.P. & L.D.
Lucknow, U.P.

For U.S. METAL PRODUCTS

 
Proprietor

- (11) The obligations of the Parties hereto shall be deemed to have been suspended and there shall be no liability for damages so long as and to the extent that the performance of this Deed by either both Parties is or are prevented, hindered, delayed or otherwise rendered impracticable as a result of acts of God, War, riot, insurrection, labour disputes, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected, any such event, circumstance or condition being a "Force Majeure Event".
- 10.11. Section headings in this Deed are included herein for convenience of reference only and shall not affect in any way the meaning or interpretation of this Deed.
- 10.12. This Deed may be executed in counterparts, each of which when executed and delivered shall be an original and all of which when taken together shall constitute one and the same instrument.
- 10.13. Nothing in this Deed, expressed or implied, is intended to confer on any person other than the Parties hereto, their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Deed.
- 10.14. All expenses towards execution and registration of this Deed including stamp duty, registration charges etc. thereof shall be borne by the Lessee.

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.


Rajendra Mohan of
State Industrial Dev. Corp. of U.A. Ltd.
I. I. E., Haridwar

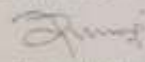
State Industrial Development Corporation of Uttarakhand Ltd.

1. Witness

2. Witness

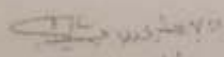

Vinod Kumar Singh Negi
S/o S. B. S. Negi
SIDCUC Regional Office
Haridwar

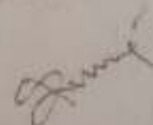
For U.S. METAL PRODUCTS

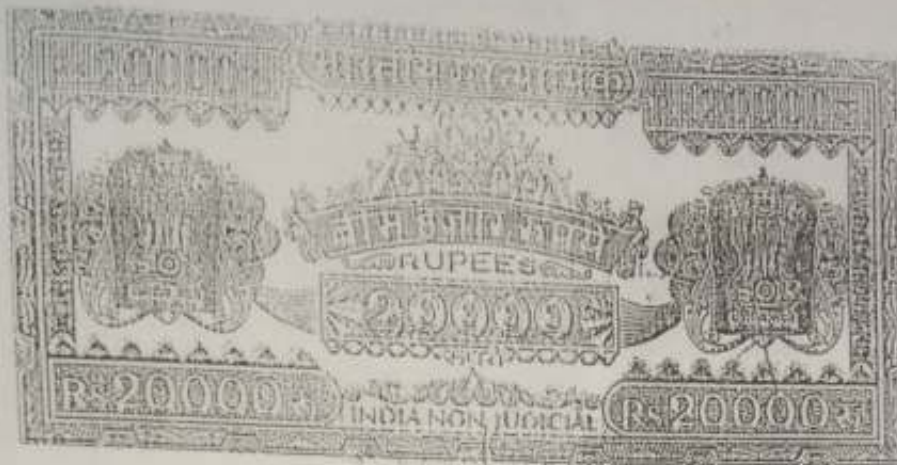

Proprietor
For and on behalf of

1. Witness

2. Witness


Navin Srivastava
S/o P. C. Srivastava
C/o Tilak Nagar
Allahabad
Tel. 8307693755


Proprietor
For and on behalf of



7009

089187

Lease Deed

This Stamp Sheet of Rs. 20000-00 attached to the Lease Deed Executed between State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.(SIDCUI.) and M/s U.S.Metal Products, for 90 years at a rental of Rs.5/- per sqm per year Rs. 4500-00 with a premium of Rs. 8,41,500.00 regarding Plot No. 79 in Sector 5 situated at Integrated Industrial Estate, BHIL, Rampur, Distt. Haridwar.

Lessor

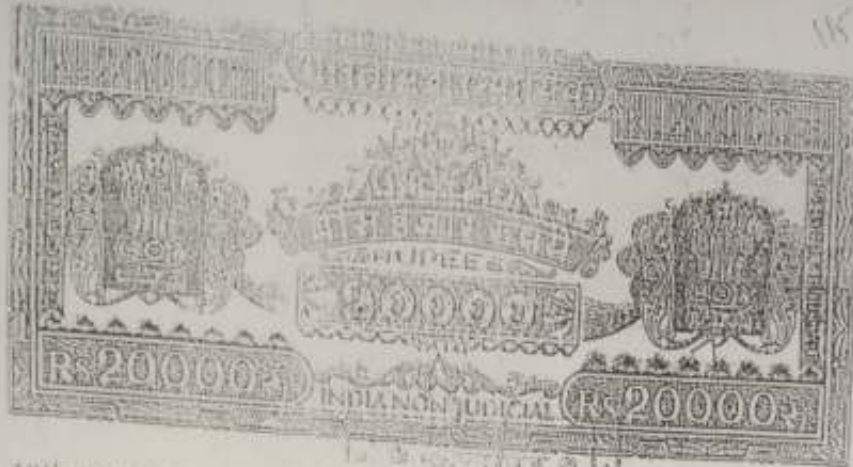
Regional Manager
State Industrial Dev. Corp. of U.A. Ltd.
U. A. E. Haridwar

For U.S. METAL PRODUCTS
LESSOR

Productive
Productive

For U.S. METAL PRODUCTS

Productive



STAMP SHEET OF Rs. 20000-00

18/03/2009

489186

Lease Deed

This Stamp Sheet of Rs. 20000-00 attached to the Lease Deed Executed between State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.(SIDCUL) and M/s U.S.Metal Products, for 90 years at a rental of Rs.50/- per sqm per year Rs. 4500-00 with a premium of Rs. 8,41,500.00 regarding Plot No. 79 in Sector 5 situated at Integrated Industrial Estate, GATE, Roorkee, Distt. Haridwar.

For SIDCUL
 (Signature)
 Director

For U.S.METAL PRODUCTS
 (Signature)
 Director

For U.S.METAL PRODUCTS

(Signature)



PHOTO ATTACHED HERE

006383

Lease Deed

This Stamp Sheet of Rs. 15000-00 attached to the Lease Deed Executed between State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.(SIDCUL) and M/s U.S.Metal Products, for 90 years at a rental of Rs.5/- per sqm per year Rs. 4500-00 with a premium of Rs. 8,41,500.00 regarding Plot No. 79 in Sector 5 situated at Integrated Industrial Estate, BHIL, Ranipur, Distt. Haridwar.

[Signature]
Lessor

For U.S. METAL PRODUCTS
Lessee *[Signature]*
Vijay Kumar

For U.S. METAL PRODUCTS

[Signature]



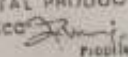
006384

006384

Lease Deed

This Stamp Sheet of Rs. 15000-00 attached to the Lease Deed Executed between State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.(SIDCUL) and M/s U.S.Metal Products, for 90 years at a rental of Rs.5/- per sqm per year Rs. 4500-00 with a premium of Rs. 8,41,500.00 regarding Plot No. 79 in Sector 5 situated at Integrated Industrial Estate, HHHH, Ranipur, Distt. Haridwar.

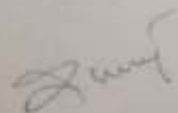

State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.
E. S. S. Haridwar

For U.S. METAL PRODUCTS
Lessee 
Proprietor

For U.S. METAL

2013

Authorized Signature



23

Rs. 500

FIVE HUNDRED
RUPEES

पचास रुपये

Rs. 500

INDIA NON JUDICIAL

उत्तरांचल प्रदेश

11/11/2007

A 688732

Lease Deed

This Stamp Sheet of Rs. 500-00 attached to the Lease Deed Executed between State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.(SIIDCIL) and M/s U.S.Metal Products, for 90 years at a rental of Rs.5/- per sqm per year Rs. 4500-00 with a premium of Rs. 8,41,500.00 regarding Plot No. 79 in Sector 5 situated at Integrated Industrial Estate, IIEI, Rampur, Distt. Haridwar.

Lessor
State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd.
(SIIDCIL)

For U.S. METAL PRODUCTS
[Signature]
Proprietor

For U.S. METAL PRODUCTS
[Signature]

PDF Created Using



Camera Scanner

Easily Scan documents & Generate PDF



<https://play.google.com/store/apps/details?id=photo.pdf.maker>