

60 Rs.



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THIS LEASE made on the *Twenty first* day of *April*, 1986 corresponding to Saka Samvat the *First* day of *Vaishakh*, 1908 between the Governor of Uttar Pradesh (hereinafter called "the Lessor") of the one part AND M/s Birla Yamaha Limited, Village Majri Grant (Lal Tappar), District Dehra Dun a company incorporated under the Companies Act 1956 and having its registered office at Dalamal House, Nariman Point, Bombay (hereinafter called "the Lessee") of the other part.

36.82/

Whereas the Lessee purchased ~~36.32~~ 36.82 acres of land from Bhumidhars, the of in village Majri Grant (Lal Tappar), District Dehra Dun described in Schedule 'A' and 'B' hereto for the purpose of setting up an industrial complex for manufacture of Portable Generator Sets and Multipurpose Engines and Systems including components and consumables, establishment of Research and Development Centre, residential colony for its staff and employees and guests and provision of civic amenities and recreation facilities for them *thereinafter* —

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Page Two

called "the said Project").

AND WHEREAS the transfers as aforesaid made by the Bhumidhars in favour of the Lessee in respect of the land described in Schedule 'A' hereto being in contravention of section 154 of the Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 (hereinafter called "the said Act") were ^{void} placed under section 166 of the said Act and consequently the said land vested in the State Government under section 167 of the said Act, free from all encumbrances with effect from the date of their transfer.

AND WHEREAS the Lessor at the request of the Lessee has agreed to demise the land vested in the State Government as aforementioned subject to the rights and restrictions and the several covenants hereinafter expressed for the purposes of the said Project.

NOW, THEREFORE, THIS DEED EXECUTED UNDER THE GOVERNMENT GRANTS ACT, 1895 AS AMENDED FROM TIME TO TIME IN ITS APPLICATION TO UTTAR PRADESH WITNESSES AS FOLLOWS :

1. In consideration of the token premium of Rs. 100/- (Rupees One Hundred) only (the receipt of which the Lessor hereby acknowledges) and of the rent hereinafter

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Page Three

reserved and of the covenants on the part of the Lessee hereinafter contained, the Lessor hereby demises unto the Lessee ALL that the plots of land detailed and described in Schedule 'A' hereto and for greater clearness delineated on the plan ^{to} ~~A & B~~ ^{Thereon} annexed hereto and ~~in~~ ^{red} coloured and containing by measurement a total area of 24.32 (Twenty four decimal Thirty Two) acres (hereinafter called "the said Land") TO HOLD the same unto the Lessee for the term of 30 (Thirty) years with effect from April 21, 1946

PAYING THEREFOR an yearly rent equivalent to the land revenue payable from time to time in respect of the said land as determined under the provisions of the said Act, as amended from time to time on or before the Thirtieth day of April in each year at the office of the Collector of Dehra Dun or at such other place as the said Collector may direct, the first of such payment to be made within fifteen days of the receipt of demand from the said Collector, except and always reserving to the Lessor and his successors-in-office or assigns full rights and title to all mines and minerals in and under the demised premises or any part thereof and subject always to the exceptions, reservations, covenants and conditions hereinafter contained.

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Page Four

2. The Lessee hereby covenants with the Lessor as follows:-

- a) That the Lessee shall use the said land only for the purpose of establishment of the said project and for no other purpose whatsoever.
- b) That the Lessee will not, without the previous consent in writing of the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or the buildings standing thereon or both and every such transfer, assignment, relinquishment, mortgage or subletting shall be subject to and the transfer^{- (2/3)} or assigns shall be bound by all the ~~app~~-covenants and conditions herein contained and be answerable to the Lessor in all respects thereof 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 moles and bounds or otherwise.

Provided that while granting its consent as aforesaid the Lessor may require the successor-in-interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisos and agreements herein contained or such other terms and conditions as the Lessor may, in his discretion, impose including the payment by the successor-in-interest or such

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Page Five

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additional premium and/or enhanced rent as the Lessor may in *his* discretion think proper. In the event of breach of this condition the Lease shall be liable to be determined at the discretion of the Lessor.

Provided further that the joint possession or transfer of possession of the demised premises or any part thereof by the Lessee shall be deemed to be subletting for the purpose of this clause.

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Provided also that prior consent as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the State Government or in favour of the Industrial Finance Corporation of India or the UP Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial ~~Investment Corporation of India~~ *Industrial Investment Corporation of I.P.* Credit and Investment Corporation of India or Pradeshia ~~or~~ General Insurance Corporation of India and its subsidiaries or the trustees, Agents of the Unit Trust of India, ~~Industrial Investment Corporation of UP~~ or any Scheduled Bank (Including State Bank of India) (hereinafter collectively referred to as "Financial Institutions") to secure loan or loans advanced by any of them for setting up on the demised premises the said Project.

Provided also that the Lessee will furnish to the Lessor undertaking from the Financial Institutions concerned that

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Page Six

if at any time the said Financial Institution/~~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 the Lessor and the Financial Institutions.

Provided also that prior consent of the Lessor as aforesaid shall not be necessary in case of subletting of a part of the demised land to industrial units duly certified as ancillaries of the said project by the Director of Industries, Government of UP at Kanpur.

Provided also that the Lessee will, so often as the said premises shall by assignment or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted, within two calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such 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

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Page Seven

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Every probate or a will or letters of administration, degree, order, certificate or other document effecting or evidencing such assignment, inheritance or transfer and document 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.

c) That the Lessee shall within three years of getting possession of the said land develop the said land and erect and complete all works necessary for the establishment of the said project. If the State Government is satisfied after such enquiry as it may deem necessary that the lessee was prevented by reasons beyond its control from erecting, providing, constructing or executing the said works, the State Government may extend the time for that purpose by such period as it may deem proper and upon extension being granted the lessee shall erect, provide, construct and execute the said works within the extended period.

d) That the Lessee shall put to use the whole of the land demised under these presents for the establishment of the said project to the satisfaction of the Lessor and the Lessor shall have the right to determine the lease in

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Page Eight

respect of that much area of the land demised hereunder which has not been actually so put to use within the period specified in sub clause (c) above or at its discretion even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor as to whether the whole of the demised land has been put to use or only a portion has been used by the Lessee shall be binding on the Lessee. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor as herein provided.

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 liable to be determined on three months notice from the Lessor.

e) That the Lessee will bear, pay and discharge all ^{rates} ~~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 buildings to be erected thereupon.

f) That the Lessee will obey and submit to the rules of municipal or other ~~author~~ 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 other inhabitants of the place.

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Page Nine

g) That the Lessee shall not make or attempt to make any alterations, whatsoever, in the provisions of its Memorandum and Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained.

Provided that the right to determine the Lease under this clause will not be exercised if the said Project has been financed by the State Government or the Financial Institutions ~~and~~ ^{or} the Financial Institutions, as the case may be, decide to take over possession or sell or lease or assign the mortgaged assets in exercise of the rights vesting in it or them by virtue of the deed or deeds executed in its or their favour by the Lessee as provided hereinabove or under any law for the time being in force.

~~#~~ 3. ~~PROVIDED~~ ALWAYS and these presents are executed on the express condition that if and whenever the said rent or part thereof shall be in arrear and unpaid for the space of one calendar month whether the ~~same~~ shall have been lawfully demanded or not or if there shall be a breach or non observance of any of the covenants by the lessee hereinbefore contained then and in any such case the Lessor may, notwithstanding the waiver of any cause or right of re-entry, reenter upon the land hereby demised and thereupon this deed shall absolutely determine PROVIDED ALSO THAT no action shall be taken by the State Government under this clause unless the Lessee has been given an opportunity of being heard in the matter.

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4. IT IS HEREBY FURTHER AGREED between the parties hereto as follows:-

a) That upon the expiry or sooner determination of this lease the lessee shall be entitled to remove within six months from the date of such expiry or determination all the buildings and structures on the said land provided that any buildings or other structures that are not removed within the period aforesaid shall vest absolutely in the Lessor and all rights of the Lessee shall ~~cease~~ ^{cease} in respect of such buildings or other structures without any compensation.

b) The Lessor hereby covenants with the Lessee that if the ~~Lessor~~ ^{Lessee} has not committed a breach of any of the conditions herein contained, the Lessor will at the request and cost of the Lessee at the end of each successive terms of years and so on from time to time hereafter at the end of each successive term of years that may be granted, execute to the Lessee a new lease of the said land by way of renewal for ~~the~~ ^{the} term of thirty years provided always that such renewed terms of years as may be granted shall not with the original term of years exceed in the aggregate the period of ninety years and that every renewed lease of the said land shall contain such of the covenants provisions and conditions in these presents contained as shall be applicable.

c) The stamp duty and registration charges on this deed shall be borne by the Lessee.

d) Every dispute, difference or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out or in respect of this deed or the subject matter thereof shall be referred to the arbitration

Page Eleven

of any person nominated by Secretary to the State Government of Uttar Pradesh, Judicial Department. In the event of the arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, the Secretary to the State Government, Judicial Department shall appoint another person to act as arbitrator. Such person shall be entitled to proceed with the reference from the stage it was left by his predecessor. It is also a term of this contract that no person other than a person appointed as aforesaid should act as an arbitrator. In all cases where the amount of the claim in dispute is Rs. 50,000/- (Rupees fifty thousand) and above the arbitrator shall give reasons for the award.

It is a term of the contract that the party invoking the arbitration shall specify the dispute or disputes to be referred to arbitration together with the amount or amounts claimed if any, in respect of each dispute.

The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the award.

Subject as aforesaid the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings.

2) The expressions "the Lessor" and the "the Lessee" hereinbefore used shall in the case of the former include his successors-in-office and assigns and in the case of the latter its successors and permitted assigns.

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IN WITNESS WHEREOF Shri X

Secretary to Government of Uttar Pradesh, Industries Deptt. for

and on behalf of the Governor of Uttar Pradesh and Shri

V. S. BAPNA for and on behalf of the Lessee have signed
the deed on the day and year first above written.

SCHEDULES 'A' AND 'B' are annexed herewith.

Signed by :

For and on behalf of the Lessee.

Signed by : X

For and on behalf of the Governor
of Uttar Pradesh.

For BIRLA YAMAHA LTD.

V.S. BAPNA
(Executive Vice President)

Address

1.
2.

Address
For BIRLA YAMAHA LTD.
15/5 Rajpur Road
Dehondur
V.S. BAPNA
(Executive Vice President)

In the presence of
Address

1.
(गोपी नाथ श्रीवास्तव)
अनुभाग अधिकारी,
उद्योग अनुभाग - II
2.
30. 90 बासन, लखनऊ
Address

Seal of the Lessee affixed in the
presence of

For BIRLA YAMAHA LTD.

V.S. BAPNA
(Executive Vice President)

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Serial No. 15

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जनसद का नाम	तहसील का नाम	परगना का नाम	ग्राम का नाम	मांटा संख्या	क्षेत्रफल एकड़ में	कुल/अंशदान का दिनांक	गोलेदारों का नाम भूमि जय की गदा
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 818 उत्तम सिंह
 828 निधिराम
 838 गंगा राम
 848 जीत सिंह
 858 जोगेन्द्र सिंह

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Signature
Signature
Tahildar
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