

P3 - L.R-2

**R.SELVAKUMAR B.Sc., M.L.**  
**Advocate**



Off: 44/86 M.C.Road, Virudhunagar Complex, Chennai 600 021 (2597 30 50)

Cha: 430 Law Chambers, IV Floor, High Court, Chennai 600104 (984 02 02 888)

Dated : 5.12.2016

The Chief Manager  
Canara Bank  
Buxi Bazaar Branch  
Cuttack, Orissa.

Through:

The Deputy General Manager  
Canara Bank  
Recovery & Loan Section  
Circle Office,  
Teynampet, Chennai 600 018.

### **LEGAL SCRUTINISATION REPORT**

1. Name of the Borrower : M/s Gupta Power Infrastructure Pvt Ltd.  
formerly known as M/s Gupta Cables (P) Ltd.  
Orissa.
2. Name of the Branch : Buxi Bazaar Branch, Cuttack, Orissa.  
(Properties are situated at Gummudipoondi,  
Trivellore District, Tamilnadu)
3. List of Documents Scrutinized:

### **SIPCOT LAND**

1. Certified copy of the Lease Deed, dated 17.7.1984, registered as document No.2044 of 1984 at the Office of the Sub Registrar, Chennai-North, between SIPCOT and M/s Venkataramana Cylinders Pvt Limited., over Plot No.D-10 SPCOT Industrial Complex,

*Sur*

- Karumbukuppam Village, Gummudipoondi Taluk, measuring 10.2 Acres, for a period of 99 years.
2. Certified copy of the Cancellation Deed dated, 5.10.1989 registered as document No.2574 of 1989, at the Office of the Sub Registrar, Gummudipoondi, canceling the lease referred in item No.1.
  3. Surrender Deed dated 2.6.2003, registered as document No.1089 of 2003, over an extent of 5 acres in D.10, called as D/10 S, a part of the land, as allotted vide document No.1 above, executed by the aforesaid M/s Venkataramana Cylinders Pvt. Ltd., in favour of the SIPCOT.
  4. Xerox Copy of the Allotment order dated 16.3.2005, issued by SIPCOT, in favour of the borrower
  5. Copy of the letter evidencing payment of the money due, as per the order dated 16.3.2005, together with the receipt dated 31.3.2005
  6. Xerox copy of the Duplicate of the Lease Deed dated 7.4.2005 registered as document No.877 of 2005, between SIPCOT and the borrower herein, over the plot measuring 2.55 Acres, known as Plot No. D./10/S-1, at SIPCOT Industrial Complex, Gummudipoondi,,for a period of 99 years.
  7. Copy of the letter dated 18.10.2007, whereby the SIPCOT declares that the No Objection Certificate would be issued only for setting up a project at D10S1, citing the requisition letter of the borrower dated 18.10.2007

*P<sub>10</sub>*

8. Copy of the letter No Objection Certificate dated 13.12.2007, in favour of borrower from SIPCOT, enabling them to create charge over the leasehold rights of the plot No. D10.S1
9. Copy of the letter dated 26.3.2008, whereby SIPCOT have declared that the Original Lease Deed dated 7.4.2005 was with them and that only the duplicate has been given to the borrower.
10. Encumbrance Certificates for the period 7.5.73 go 31.12.1986 (14 Years) and for the period 1.1.87 to 26.9.2007 (21 years), and for the period 1.1.2007 to 30.3.2008 (2 years) reflecting the Lease Deed dated 17.7.84, Cancellation deed dated 5.10.89, Surrender Deed dated 2.6.2003 and the Lease Deed between the SIPCOT and the borrower herein, dated 7.4.2005.  
  
(Item Nos. 1,2,3 certified copies only; Item No.6 Original of the duplicate verified, as also in the Sub Registrar's Office, item Nos. 1,2,3 and 6 verified personally).
11. Xerox Copy of the Duplicate Copy of the Modified Lease Deed dated 16.11.2009, registered as document No.3699 of 2009, at SRO, Gummudipoondi between SIPCOT and the borrower herein, over the plot measuring 2.55 Acres, known as Plot No. D./10/S-1, at SIPCOT Industrial Complex, Gummudipoondi,,for a period of 95 years, wherein in addition to the then existing directors, the name of Mr.Abhishek Gupta, a new director, also has been incorporated, over and above the

*Rs*

names of the other Directors, in the Original Lease deed dated 7/4/2005.

12. Encumbrance certificate for the period 1.1.2007 to 2.1.2012, reflecting the Lease deed dated 16.11.2009.

13. Encumbrance certificate for the period 1.1.2012 to 15.11.2016

**SIDCO SHEDS:**

13) Allotment Order dated 3.10.2005, over Shed No.13 a work shed measuring 18m x 12m constructed in 0.222 acres of land, by SIDCO in favour of the borrower,

14) Allotment order dated 10.10.2005, over Shed No.18, a work shed measuring 18m x 12m constructed in 0.222 acres of land, by SIDCO, in favour of the borrower

15) Receipts, in proof of payment of costs etc., as per the allotment orders, supra

16) Memorandum of Understanding, each, for Shed No.13 and 18, both dated 24.10.2005

17) No Objection Certificate issued by SIDCO, dated 12.11.2007, which specifically states that sale deed to be executed by the SIDCO would be sent to Canara Bank, which could be done only after the borrower commencing the production in the aforesaid plots.

18) Property Tax Demand Notice, Payment receipt dated 27.3.2008.

*Shr*



19) Encumbrance Certificates ( 3 Nos.) for the period 7.5.73 to 30.3.2008, reflecting nil encumbrances over the properties.

(Items 1 to 7, all Xerox copies; however originals verified)

20) Sale deeds dated 17.11.2009, executed by SIDCO, in favour of M/s Gupta Power Infrastructure Limited, registered as document Nos. 3626 & 3627 of 2009, at SRO, Gummidipoondi/

21) Extract of the Special Resolution passed in the Extraordinary General Meeting of Gupta Cables Pvt Ltd., regarding the change of name, into that of Gupta Power Infrastructure Pvt Ltd, dated 8.3.2008.

22) Fresh Certificate of Incorporation Consequent upon change of Name on conversion to Public Limited Company, dated 31.3.2008, together with Memorandum & Articles of Association.

23) Letter issued by Canara Bank, Buxi Bazaar Branch, Cuttack dated 19.12.2011.

24) Encumbrance Certificate for the period between 1.1.2007 to 2.1.2012.

25) Encumbrance certificate for the period between 1.1.2012 to 15.11.2016.

#### 4. Tracing of the title:

##### **SIPCOT LAND:**

The property in D10/S1, was originally, together with a very large extent of lands, forming part of an Industrial complex promoted by the Government of

*SL*

Tamilnadu, through SIPCOT, measuring to an extent of 10.2 acres and known as D10, was allotted to one M/s Venkataramana Cylinders Pvt Limited by way of Lease for 99 years vide document No.1 referred supra.

However since the said Venkataramana Cylinders Pvt Limited, have violated a condition of lease, the said lease has been cancelled by document No.2 cited supra. Further vide the document No.3 cited supra, the aforesaid Venkataramana Cylinders Pvt Limited, have surrendered an extent of 5.00 Acres, called D10/S (southern portion of D10, originally allotted) to the SIPCOT.

A perusal of the document Nos. 4 and 5 reveals that subsequently a part of the plot surrendered by the aforesaid Venkataramana, namely D10/S1 measuring 2.55 acres have been allotted to the borrower and the borrower has subsequently paid all the charges as evidenced by the receipts issued by the SIPCOT.

Document No.6 is the Lease Deed, the original of which has been retained by the SIPCOT, (duplicate having been furnished) evidencing the fact that the plot in D 10 S1 measuring 2.55 acres of land has been leased out to the borrower by the SIPCOT for a period of 99 years. The said Lease is still in force, as evidenced by the document.

Document No.7 and 8 are the No Objection Certificates issued by SIPCOT.

Document No.7 reveals that no objection certificate would be issued only for

*Pd*

setting up project in the leased out plot. Document No.8 grants permission to create charge over the leasehold rights of the Plot D 10 S1.

Document No.9 evidences the fact that the Original of the Lease dated 7.4.2005 has been retained by the SIPCOT themselves, as their routine practice and that only a duplicate of the same has been provided to the lessee, the borrower herein.

Document No.10, being the Encumbrance certificates reveal all the registered transactions, i.e., grant of lease to Venkataramana Cylinders, Cancellation of the said lease, surrender of lease by the said Venkataramana Cylinders, and also the grant of lease over D 10 S 1 measuring 2.55 acres, to the borrower herein, on 99 years term lease.

Document No.11, reveals that after effecting change of name of M/s Gupta Cables Pvt Ltd, into that of Gupta Power Infrastructure Limited, a modified Lease deed has been obtained from SIDCO, Gummidipoondi, Tamilnadu, on 16.11.2009, for a period of 95 years, i.e., remaining period of 95 years, from that of the Lease deed in favour of M/s Gupta Cables Pvt Ltd. Document No.12 reveals that the Lease has been duly entered into the records of the competent Registrar's Office.

#### **SIDCO SHEDS**

On perusal of document No.1 and 2 above, it is found that the borrower has been allotted two sheds bearing Nos. 13 and 18, each measuring constructions of 18m x 12m over a land measuring 0.222 acres, by the



SIDCO, a public sector undertaking under the Government of Tamilnadu. The amounts as required by the aforesaid allotment orders also has been paid by the borrower as the receipts produced reveals. Document No.4, being two Memoranda of Understanding, reveals that these two sheds have been virtually sold to the borrower, however sale deed to be executed only after the borrower commencing production over the said sheds. Document No.5 being the No Objection Certificate issued by SIDCO, for raising any loan over the properties, specifically declares that sale deeds which would be executed by the SIDCO, if and when the borrower commences production, would be sent to CANARA BANK, as they could create charge over these properties. Document No.6 is the property tax demand notice and receipts thereof, proving that the borrower have complied with the condition of NOC that they would pay the property tax. The encumbrance certificate also reveals that there is no encumbrance over the aforesaid lands. The two sale deeds dated 17.11.2009, reveals that SIDCO had executed and registered deeds of sale over Shed No.13 & 18, both of which have been registered before the competent registration authority. The encumbrance certificates also confirm the same.

## **5. ENCUMBRANCE**

*Per*

The encumbrance certificates, for the period until 15.11.2016 for both the properties reveal the fact that there is no encumbrance over the properties under scrutiny.

6. **REMARKS:** The borrower being a registered Limited Company, have to produce authenticated copies of resolutions of the Managing Board, authorizing creation of charge by mortgage (simple or deposit of title deeds) over the aforesaid properties.

**7. Opinion:** On perusal of the documents above, I am of the opinion that the borrower herein, M/s Gupta Power Infrastructure Limited, subject to production of the Resolutions enabling them to create a valid charge over the properties aforesaid in favour of the Canara Bank, have got clear, valid and marketable title over the schedule property hereunder given.

**8. DECEIPTION OF PROPERTIES:**

**SIPCOT LAND:**

All that piece and parcel of land known as Plot No. D 10 S 1 measuring 2.55 acres in the SIPCOT Industrial Complex at Gummudipoondi, comprised in Survey Nos. 7 Part, 8 Part, and 58 Part of Karumbupakkam Village, Gummudipoondi Taluk, Trivellore District, bounded on the

North by : Plot No. D 10 S2

South by : 18 Meters Road

East by : Plot No.9 and

West by : 18 Meters Road 



Measuring, East to West on the North : 130 meters

East to West on the South : 129.00 meters

North to South on the East : 79.6 meters

North to South on the West : 17.00 + 62.60 meters

Situate within the Registration sub District of Gummudipoondi and Registration District of North Chennai.

### SIDCO SHEDS

All that piece and parcel of land measuring 0.222 acres of land and building to the extent of 18m x 12m, 192 sq. metres put up on the said lands, known as Shed No.13 Phase V in the SIDCO INDUSTRIAL ESTATE, Gummudipoondi, comprised in SF Nos. 333/4 Part, 5 Part, 6 Part, 334/2 Part, 3 Part, 4 part, 7 Part, 335/5 Part, 6Part, 7 A & B, 337/1 Part, 2 Part, 4 Part, 5 Part, 6 Part, 7 Part, 8. Part of Pappamkuppam Village, Gummudipoondi Taluk, bounded on the

North by : Shed No.18

East by : Shed No.12

South by : SIDCO Road

West by : Shed No.14

Situated within Sub registration District of Gummudipoondi and Registration district of North Chennai.

All that piece and parcel of land measuring 0.222 acres of land and building to the extent of 18m x 12m, 192 sq. metres put up on the said lands,





known as Shed No.18 Phase V in the SIDCO INDUSTRIAL ESTATE, Gummudipoondi, comprised in SF Nos. 333/4 Part, 5 Part, 6 Part, 334/2 Part, 3 Part, 4 part, 7 Part, 335/5 Part, 6Part, 7 A & B, 337/1 Part, 2 Part, 4 Part, 5 Part, 6 Part, 7 Part, 8 Part of Pappamkuppam Village, Gummudipoondi Taluk, bounded on the

North by : 12 meters road

East by : Shed No.19

South by : Shed No.13

West by : Shed No.17

Situated within Sub registration District of Gummudipoondi and Registration district of North Chennai

**CERTIFICATE OF TITLE:**

I have perused the documents produced by the borrower. The borrower M/s Gupta Power Infrastructure Limited, could create a legally valid charge over the properties aforesaid, by depositing the documents said hereunder which would suit all the legal requirements for the purpose of creation of a legally valid charge for the loan to be granted by the Bank, by way of substitution from the name of M/s Gupta Cables Pvt Ltd.

In so far as SIPCOT LANDS, only the leasehold rights could be charged by way of equitable mortgage.

In so far as SIDCO sheds, charge could be created over the entire property.

*Dis*

### ORIGINAL DOCUMENTS TO BE PRODUCED

( Now in addition to the documents already produced by M/s Gupta Cables Pvt Ltd)

- A) SIPCOT LAND: 1. Modified Lease deed dated 16.11.2009 & EC for the period from 1.1.2007 to 2.1.2012
- B) SIDCO SHEDS : 1. Two sale deeds dated 17/11/2009 & the EC for the period from 1.1.2007 to 2.1.2012
- C) Encumbrance Certificates, for each of the above properties, for the period 1.1.2012 to 15.11.2016.

#### **Further Certification:**

- 1) That there is no prior mortgage/charge over these properties, as found from the Encumbrance certificates produced pertaining to the property under scrutiny.
- 2) That there is no undivided interest, minor share etc., over the property under scrutiny.
- 3) The properties under scrutiny since allotted by the Government of Tamilnadu, does not fall under Land Ceiling Laws.
- 4) Mortgage by Deposit of Title Deeds or by Simple Mortgage, now to be obtained from M/s Gupta Power Infrastructure Ltd., would create a valid charge and would be available for the Bank, to meet the liability, if any left by the borrower, either in their own or in the erstwhile name of M/s Gupta Cables Pvt Ltd. In case of default, the proceedings under the SARFAESI Act could be initiated.



I certify that M/s Gupta Power Infrastructure Limited, have valid and marketable title in the properties referred above.

  
R.SELVAKUMAR

Enclosure: 2 Encumbrance Certificates, one each for SIPCOT and SIDCO

Properties, obtained from the Sub Registrar's Office,

Gummudipoondi, for the periods 1.1.2007 to 2.1.2012

R. Selvakumar  
Advocate

450 Law Chambers  
High Court, Chennai 104

Dated : 5.12.2016

M/s Gupta Power Infrastructure Limited  
Bhuvaneswar, Odysa.

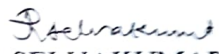
Sirs,

I am enclosing the Legal Scrutiny Report, afresh, verified upto  
15.11.2016. The Bill for the above would be as follows:

Legal Fee : Rs.20,000/00

(Rupees Twenty Thousand only)

The bill amount may be paid forthwith.

  
R.SELVAKUMAR

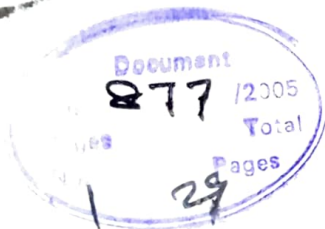


27/8  
24/03/05

Rs. 50/-

Gupta Cables Pvt Ltd.,  
Gummidipoondi.

V.S. Kannan  
V. S. KANNAN  
STAMP VENDOR  
CNT Road, Gummidipoondi  
TAMILNADU-601 201  
IC No 581 A4/02



## LEASE DEED

MEMORANDUM OF LEASE DEED entered into at  
Gummidipoondi on this 7<sup>th</sup> day of ~~MARCH~~ <sup>April</sup>, 2005 BETWEEN State  
Industrial Promotion Corporation of Tamil Nadu Limited (SIPCOT),  
a company registered under the Companies Act, 1956 and having its  
Registered Office at No.19-A, Rukmani Lakshmipathy Road, Chennai  
600 008, represented by Thiru P. KUPPUSAMY, son of Thiru  
C.PALANI, Project Manager, SIPCOT Industrial Complex,  
Gummidipoondi and hereinafter referred to as the Party of the first part  
which term shall, unless the context otherwise requires mean and include  
its representatives, administrators, successors and assigns on the ONE  
PART

*[Signature]*

*[Signature]*  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

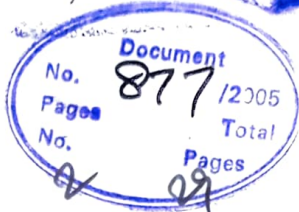
For Gupta Cables Pvt. Ltd.  
*[Signature]*  
(S. S. Gupta)  
Director



HERE BY CERTIFY THAT ON THE PRODUCTION OF THE ORIGINAL INSTRUMENT I HAVE SATISFIED MYSELF THAT THE STAMP DUTY OF RS 61200/- HAS BEEN PAID THEREON IN THE R. G. GUMMIDI POONDI

877  
05

7.4.2008



Document No. 877 of 2005 Book  
Contains Sheets 28  
Sheets 1

Sub Registrar

Presented in the Office of the Sub-Registrar of Gummidipundi and Fee of Rs. 5120/- Paid between the Hours of 12-2 on the 7th day of April 2008

Execution Admitted by

LEFT THUMB

PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

S/o C. Palani

PURCHASER

LEFT THUMB

For Gupta Cables Pvt. Ltd.

(J. M. Gupta)  
Director

S/o Shri Bhagat Ram Gupta  
Gupta Cables (P) Ltd.  
Cuttack-Puri Road,  
Bhubaneswar - 751 006.  
ORISSA

IDENTIFIED BY:

4. A. K. S. P. G. 39 B.

D. Raulingam, S/o G. Devaraji, ASST/ST, Project Officer, SIPCOT Ltd., Gummidipundi.

B. Ravi, S/o C. N. Balinb.  
30, 4th main Rd, Narayan Nagar,  
Chennai-600092.

Duplicate: Difference between the Original and the Duplicate  
iii. Interlineations Alterations  
iv. Blanks and Erasures in this are  
as same as in the Original

Read by: [Signature]  
Examiner: [Signature]

Sub Registrar's Office

7.4.05

7th day of APR 2005

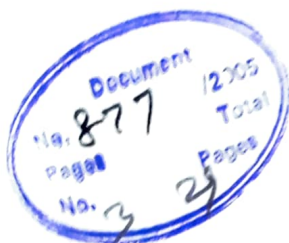
Sub-Registrar

Registered as No. 877 of 2005  
Book 1 Date: 6.4.05

Sub Registrar  
Gummidipundi







2

AND

M/S. GUPTA CABLES P. LTD, a company registered under the Companies Act, 1956 and having its Registered Office at Room No.302 and 303, III Floor, No.7, Mangoe Lane, KOLKATA-700 001 and represented by its Director Sri JITENDRA MOHAN GUPTA, hereinafter referred to as the Party of the Second Part, which term shall unless the context otherwise requires, mean and include their representatives, administrators and assigns on the other part witnesseth.

WHEREAS the party of the First Part has been incorporated as a Limited Company with an objective to develop industrial area with basic infrastructural facilities and maintenance of such industrial area in Tamilnadu.

WHEREAS the Party of the First Part has acquired the property more fully described in the Schedule "A" hereunder and hereinafter referred to as the said property.

WHEREAS for the due fulfillment of its principal object, party of the First Part has laid out the said property into various plots, besides setting apart land for the purpose of laying roads, drains and for other common works for the benefit of the occupants of the plots so laid out and

3

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

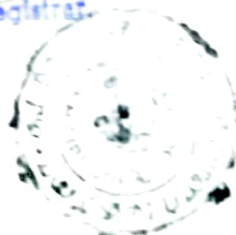
For Gupta Cables Pvt. Ltd.  
  
(J. M. Gupta)  
Director

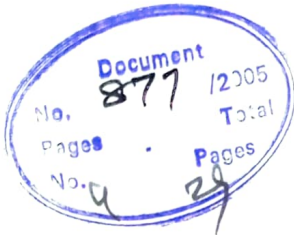
10.

677 of 2005 Book 1  
Sheet 2

Sub Registrar

2011 2012





...3...

WHEREAS it also proposes to effect improvements and betterment schemes for the benefit of all the units of the Industrial Park/Complex/Growth Centre.

WHEREAS the Party of the First Part proposes to allot the land on a long lease of 99 years in as much as it is felt that the characteristics and homogeneity of the Industrial Park should not be destroyed and WHEREAS the Party of the First Part should have control over the amenities such as Water, Road, Street Lights, Drainage, so that these facilities should be made available to the Industrialists in a reasonable and equitable manner.

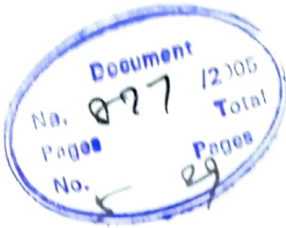
WHEREAS the Party of the First Part has decided to make available to entrepreneurs, developed plots in the said property on terms and conditions mentioned hereunder, for the purpose of their locating any approved industry or other business or activity in the plots in the said property under the terms of the lease deed.

WHEREAS the Party of the Second Part made an application to the Party of the First Part for allotment of a plot in the Industrial Complex at Gummidipoondi for the purpose of putting up the project for the **manufacture of AAC, AAAC and ACSR Power conductors.**

...4...

  
**PROJECT MANAGER**  
**SIPCOT LIMITED**  
**GUMMIDIPOONDI**

**For Gupta Cables Pvt. Ltd.**  
  
( J. M. Gupta )  
Director



4

WHEREAS the Party of the First Part allotted the **Plot D-10/S1** in the said Industrial Complex more fully described in Schedule "B" referred to as the allotted plot by the Order of Allotment dated 16.3.2005 subject to the terms and conditions contained therein. The Party of the Second Part has accepted the Order of Allotment.

WHEREAS the Property described in the Schedule "A" is intended to be utilized only for the purpose of locating an Industrial Unit and the restrictions and conditions stipulated in this deed are intended only to preserve the character of the said property as an Industrial Park and for the benefit of the other plots of land held by the party of the First Part or allotted or intended to be allotted by it to other parties similarly situated as the Party of the Second Part.

**NOW THIS AGREEMENT WITNESSETH:**

2. That in consideration of the allotment of plot made by the Party of the First Part, the Party of the Second Part has paid a sum of **Rs.25,75,500/-**

(Rupees Twenty five lakhs seventy five thousand and five hundred only)

towards ~~plot deposit~~ *development charges* **Rs.4,84,400/-** (Rupees Four lakhs eighty four

thousand and four hundred only) towards ~~development charges~~ *Plot deposit* and

**Rs.100/-** (Rupees One hundred only) towards **Lease rent** as advance

being 100% payment in full.

...5...

*[Signature]*  
**PROJECT MANAGER**  
**SIPCOT LIMITED**  
**GUMMIDIPOONDI**


**For Gupta Cables Pvt. Ltd.**  
*[Signature]*  
**( J. M. Gupta )**  
**Director**



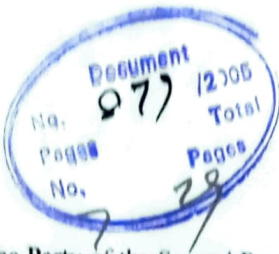
- i) The Plot Deposit of Rs 4,84,400/- (Rupees Four lakhs eighty four thousands and four hundred only) alone is refundable on the expiry of the lease period.
- ii) The receipts towards amenities i.e., development charges amounting to Rs.25,75,500/- (Rupees Twenty five lakhs seventy five thousand and five hundred only) in addition to any development charges which will be collected from the Party of the Second Party during the currency of lease will be adjusted towards the development of the Industrial Complex. Any additional development charges beyond 10% shall be mutually discussed and accepted.
3. The Party of the First Part shall not pay any interest for the amount remitted by the Party of the Second Part.
- 4.a. That the Party of the Second Part shall have to pay the annual lease rent of Re. One per year for 98 years and Rs.2/- for the 99<sup>th</sup> year and the same has been paid in advance in consideration of execution of these presence.

...6...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director





...6...

b. The Party of the Second Part shall pay Rs. ----- towards capital cost of water supply system before the execution of water supply agreement and also pay annual water charges at the rate fixed by the Party of the First Part from time to time fixed by the Party of the First Part abiding by the terms of water supply agreement executed. The charges paid on these account shall not be refunded for any reasons.

5. The Party of the First Part allots the property on lease bearing Plot No. mentioned above and more fully described in Schedule "B" to the Party of the Second Part and the Party of the Second Part takes the property aforesaid on lease for a period of 99 (ninety nine) years, AND the Party of the Second Part also agrees to strictly abide by the conditions stipulated in the Lease Deed and also the terms and conditions of Allotment Order, a copy of which is enclosed with this Deed.

6. The Party of the Second Part enters upon and take possession as lessee of the said allotted plot as it is, in consideration whereof the party of the Second Part has paid 100% of plot deposit, development charges and lease rent.

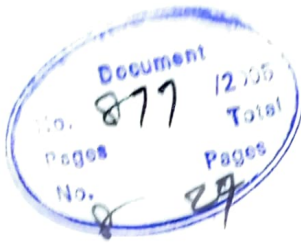
7. The Lessee should take possession of the demised property within 120 days from the date of allotment order. Failure to do so will entitle the party of the First Part to cancel the allotment and the lease.

...7...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director





8. It shall be open to the Party of the First Part, in the event of additional development facilities being taken up or in case of escalation in cost of development works in future as set out in Clause 2 (ii) herein to collect the pro-rata expenses and charges as additional plot deposit and additional development charges and the party of the Second Part shall pay the amount as demanded by the Party of the First Part.

9. The Party of the First Part reserves the right to cancel the allotment, disconnect the water supply and forfeit the amount remitted for the plot allotted for the following reasons:-

Non-compliance of the terms and conditions of the allotment order or of this lease deed including non-payment of dues. On such cancellation the Party of the Second Part shall have no right to claim the amount paid towards the Plot or the interest already paid.

10. The plot deposit and the development charges prescribed in the allotment order is only tentative. The Party of the First Part reserves the right to revise the amount payable for the plot as fixed in the allotment order, in the event of the Party of the First Part having to pay enhanced compensation for the lands acquired or for any other reasons such as escalation in the cost of development works or for additional works undertaken and such revised plot deposit and development charges shall

...8...

  
PROJECT MANAGER  
SPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director



....8....

be paid by the Party of the Second Party. The Party of the Second Part shall also pay the cost of trees, wells and structures, if any, as prescribed by the Party of the First Part and this amount is not refundable by the Party of the First Part, at anytime for any reason.

In case of cancellation of allotment the commission, if any, paid to SIPCOT approved marketing agent will be recovered from the amount to be refunded, if any, to the Party of the Second Part.

11. Annual maintenance charges for the common amenities and facilities like road, street lighting, sanitation, drainage, sewerage, common buildings, gardens, avenue plants, parts etc., will from time to time be apportioned among the allottees in the Industrial Complex in which the above plot is situated. The Party of the Second Part shall pay the same without any demur within the period prescribed. Non payment on due date will automatically entail an interest of 15.5% per annum or such other rate as may be prescribed from time to time.

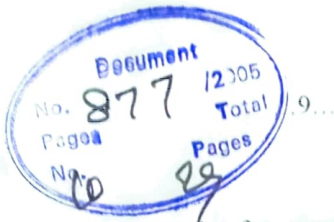
12. (i) It shall be open to the Party of the First Part during the currency of the lease to take possession of the said allotted plot together with the factory and other buildings and fixtures located on the same, for any violation of any conditions of this deed or the terms and conditions of allotment. In such an event, the Party of the Second Part shall not be

...9...

  
**PROJECT MANAGER**  
**SIPCOT LIMITED**  
**GUMMIDIPOONDI**

**For Gupta Cables Pvt. Ltd.**

  
**( J. M. Gupta )**  
**Director**



entitled for any compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the Party of the Second Part to the Party of the First Part by the virtue of this Deed.

(ii) That the interest of the Party of the Second Part in the land shall not be sold or attached and sold in satisfaction of attachment of any debt(s) and if it so happens or is likely to happen, the Party of the First Part shall be entitled to determine the lease and take possession of the land with all the consequences mentioned above.

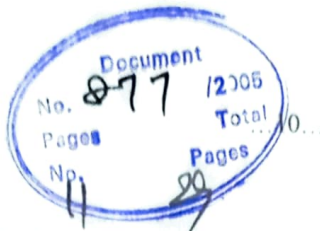
(iii) It shall be open to the Party of the First Part to initiate proceedings, under the provisions of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975, or under any Statute for the time being in force for eviction as well as for the recovery of the amount due under this deed from the Party of the Second Part without prejudice to resort to any other mode of recovery that may be available.

13. It shall be open to the Party of the First Part to deal with the Property taken by it under the rights conferred on it as per Clauses 12(ii) and 14(a) in any manner it likes either by retaining or by leasing it to any other person, without any let or any hindrance or claim whatsoever to the Party of the Second Part to compensation and the Party of the Second Part has no right to interdict the same.

...10...

  
PROJECT MANAGER  
**SIPCOT LIMITED**  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director



14. (i) If, in the opinion of the Party of the First Part, it is found that the land allotted to the Party of the Second Part is not put to use for the purpose for which it was allotted or is in excess of the actual requirements of the Party of the Second Part for the purpose for which it was allotted, the Party of the First Part shall at any time have the right to cancel the allotment in respect of such land or excess land, as the case may be, and resume the same under the provisions of TNPPE Act. In the event of resuming excess land by the Party of the First Part, the plot deposit and development charges and additional development charges collected from the Party of the Second Part will be suitably modified and refund of the plot deposit alone, if any, due to the Party of the Second Part will be made. Development charges, additional development charges, Lease rent, Interest and enhanced Interest, if any already paid or due, will not be subject to any refund or modification in such an event.

14. (ii) The plot deposit alone shall be refunded by the Party of the First Part to the Party of the Second Part on the expiry of the period of lease and on compliance with all the terms of the lease. In the event of surrender by the Party of the Second Part the plot deposit will be refunded in full after forfeiting the initial deposit and processing fee by the Party of the First Part. The development charges will be refunded after forfeiting an amount of 5 % per year or part thereof for the number of years the plot

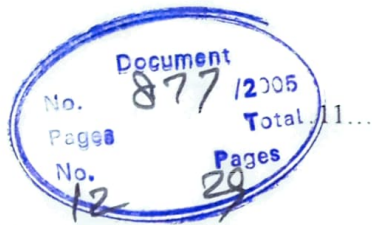
...11...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

  
( J. M. Gupta )  
Director





was held by the party of the Second part subject to a minimum deduction of 15 % and no compensation for improvement of building or other structures erected in the plot shall be made by the Party of the First Part.

14. (iii) Providing of infrastructural facilities by the Party of the First Part, is an ongoing scheme for the overall development of the Park and the expenditure thereon would be incurred over a period of time till the completion of the Park. The development charges and any additional development charges collected during the period of lease from allottees will be adjusted towards development expenditure incurred and or to be incurred for the infrastructure development of the Industrial Park. The Party of the Second Part shall not have any right to claim for infrastructural facilities or claim over such development charges paid to the Party of the First Part.

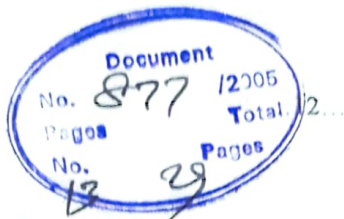
15. The Party of the Second Part will take possession of the plot in "as is where is" condition and no further demand for any development, such as earth filling, raising the level etc., shall be entertained. Any other improvement or developments inside the allotted plot is purely at the discretion of the Party of the Second Part.

16. The Party of the Second Part shall utilize the allotted plot only for the purpose for which it was allotted.

...12...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director




17. The allottee shall commence commercial production/trial production within 30 months from the date of allotment order. Failure will entail cancellation of allotment and forfeiture of total amount paid towards the extent allotted.

18. The Party of the Second Part shall have to commence construction of building within six months from the date of allotment order and be completed within 24 months from the date of allotment order. Before commencing such construction of works on the allotted plot, the allottee should strictly follow the following building regulations prescribed among others.

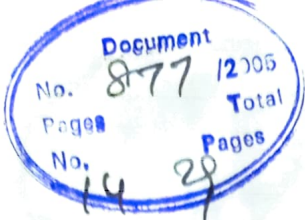
(i) All buildings to be constructed should be in conformity with bye-laws of the local body and regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of premises. However, as per the G.O.Ms.No.169 Industries (MIE-2), dt.12.9.96, the allottee can start construction immediately after submitting the necessary application for building plan approval to the appropriate authorities, provided a certificate from the Chartered Architect or a Civil Engineer registered with the concerned local body is enclosed confirming that the plan is not

...13....

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director





...13...

violating any rules and regulations, including the zone regulations under the Town and Country Planning Act, 1971. This permission is subject to the undertaking that the portion of the building will be demolished, if it is found that the building violates any rules or regulations. The Party of the First Part reserves the right to suggest such modifications or alterations as may be in common interest.

- (ii) All survey and other marks demarcating the boundaries of the plots Structures and installations shall be property preserved and kept in good condition by the Party of the Second Part, at all times. Where more than one allottee is concerned with the same boundary marks and structures the Party of the First Part shall allocate these obligations suitably.
- (iii) No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.
- (iv) No construction with Katcha or inflammable materials will be permitted on the site allotted.
- (v) (a) A strip of no less than five meters shall be left open the sky within the periphery of the plot on all sides.

...14...

  
PROJECT MANAGER  
SIPCO LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

  
( J. M. Gupta )  
Director



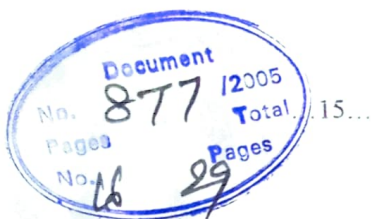
- (b) Before obtaining any plan sanction from concerned authorities consent should be obtained from Project Officer of the Party of the First Part for the building plan and plans for all structures to be constructed on the plot for the limited purpose of ensuring that a strip of not less than 5 meters is left open to the sky within the periphery of the plot on all the sides.
- (vi) The provision of any culvert across common drains must be got Approved by the Party of the First Part.
- (vii) Sewer lines and Water lines should be designed in such a way that they are connected to the common lines of the Party of the First Part, which will serve the plot.
- (viii) The Party of the Second Part should make its own arrangements to drain the rain water from its plot into the common road drain provided by the party of the First Part.
- (ix) The Part of the Second Part has to make its own arrangements to treat the effluents solid/liquid to the required standards of the Tamilnadu Pollution Control Board and to regulate dust, smoke, gas, noise, vibrations and prevent fire hazards and comply with the regulations in this regard.

...15...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

  
( J. M. Gupta )  
Director



- (x) The Party of the Second Part shall treat the Industrial effluents to relevant ISI/BIS specifications as applicable to the area/inland waterways and start construction only after obtaining clearance from the Tamilnadu Pollution Control Board.
- (xi) The Party of the First Part will permit the units to connect the Collecting system of the Party of the First Part only the effluents treated to the standard of inland water ways as prescribed by the Pollution Control Board. Before application for the connection is made, the Party of the Second Part shall produce such clearance from the Pollution Control Board.
- (xii) The Party of the Second Part shall preserve the manholes constructed if any in the 5 meter corridor and raise the same at least 45 cm above the formation level in case the natural ground level is raised by the formation at their own cost with prior intimation and approval from the Party of the First Part.

19. The Party of the Second Part shall, at its own cost, construct and maintain access road leading from the Industrial Park to the side plot in strict accordance with the specifications and details prescribed by the Party of the First Part.

...16...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

  
( J. M. Gupta )  
Director



20. The Party of the Second Part shall insure all the fixed assets in the plot and renew the insurance periodically.

21. The Party of the Second Part shall keep the Party of the First Part indemnified against any and all claims for damages which may be caused to any adjoining buildings or other premises as a consequence of the erection of the buildings and industrial installations by the Party of the Second Part. The Party of the Second Part shall also keep the Party of the First Part indemnified against all payments whatsoever which, during the progress of work, may become payable or be demanded by the Local Authority in respect of the said works, or of anything done under the authority herein contained.

22. With the consent of the Party of the Second Part, the Party of the First Part shall have the right of access into the utilizing any portion of the allotted plot, as required at all times, for the purpose of laying pipe lines, cables, underground drainages, channels, or providing such other common facility. The Party of the First Part shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by the Party of the First Part, to lay down, Place, maintain, alter, remove or repair any pipes, pipe lines, conduits for service lines, posts, or other appliances or apparatus in, on, under, over, along or across the land in such area for the purposes of providing any common amenities

...17...

  
PROJECT MANAGER  
**BIPCOT LIMITED**  
GUMMIDIPOONDI

**For Gupta Cables Pvt. Ltd.**

  
J. M. Gupta  
Director





or services for the Industrial complex and the same may be done either directly by any person either generally or specially authorized by the Party of the First Part in this behalf and the Party of the Second Part agrees for the same.

23. The Party of the Second Part shall not, at any time during the currency of the lease, cause or permit any nuisance in or upon the said land and in particular shall not use or permit the said land to be used for any purpose, which may be obnoxious or injurious or offensive by reason of deposits of solid matter or emission of odor, liquid, dust, smoke, gas, noise, vibrations or fire hazards or which may cause permanent damage to the land. The Party of the First Part shall have full right to prohibit or regulate these matters at all times.

24. During the period of lease and thereafter the Party of the Second Part at its expense will keep the buildings, premises and other structures clean, free from defect and in good condition.

25. (i) The Party of the Second Part shall pay all existing and future rates and taxes, charges, claims, assessment and out going of every description, chargeable against the owner or occupier in respect of the allotted plot and any building erected thereon or services received.

... 18 ...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director





(ii) The Party of the Second Part shall bear all expenses in connection with the drawing of Power from the main lines to the plot and for the supply of electricity.

(iii) The Party of the Second Part shall execute an agreement for water supply at the time of taking possession of the plot and comply with all terms and conditions of the agreement.


(iv) The Party of the Second Part along with the allottees of the other plots shall bear the maintenance charges for the common amenities and facilities like road, drainage, sewerage, street lighting etc. at the rates which may be fixed by the Party of the First Part from time to time.

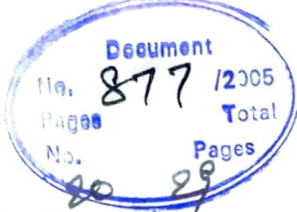
26. The Party of the Second Part shall not assign, sub-let, transfer or part with his interest in the allotted plot either in whole or in part except with the prior written consent of the Party of the First Part. In the event of the Party of the Second Part seeking approval for change in constitution, or change in the management or control or amalgamation with any other company or transfer of interest to any third party either in whole or in part, the Party of the First Part shall grant approval provided the Party of the Second Part or any person claiming under the Party of the Second Part agrees to pay the cost determined by the Party of the First Part shall be final and binding on the Party of the Second Part or any persons claiming under the Party of the Second Part and cannot be questioned in any Court of Law.

... 19...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

  
( J. M. Gupta )  
Director



...19...

27. The Party of the First Part or persons authorized by it shall have the right to enter upon and inspect the said premises, during the currency of the lease at all times.

28. The Party of the Second Part shall not dump debris or any waste harmful or harmless materials within SIPCOT premises.

29. The Party of the First Part shall have the powers to direct removal or alteration of any building or structure erected or used contrary to the conditions of the plan or cause the same to be carried out at the cost of the Party of the Second Part.

30 (i) The Party of the Second Part shall not sink any well, bore well or tube well within the site allotted except with the prior permission of SIPCOT, SUBJECT TO THE CONDITIONS AS APPLICABLE. If any such well exists already in the plot it shall be closed when the Party of the First Part supplies water from a common source. If any bore well exists already it shall be kept under the control of the Party of the First Part.

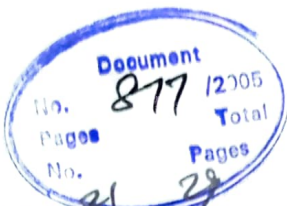
(ii) Party of the First Part shall have the right to lay pipe lines, sink bore wells or put up any facilities for common use within a strip of 5 meters left open on all sides within the periphery of the plot on the land allotted to the Party of the Second Part without payment of any compensation or rental etc., to the Party of the Second Part.

...20...

  
**PROJECT MANAGER**  
**SIPCOT LIMITED**  
**GUMMIDIPOONDI**

**For Gupta Cables Pvt. Ltd.**

  
**( J. M. Gupta )**  
**Director**



...20...

(iii) The Party of the Second Part shall not draw water from their own Borewell/ Openwell/tubewell sunk in private lands adjacent to SIPCOT Industrial Complex, through pipeline unauthorisedly trespassing into SIPCOT Premises. If at any time, such trespass is found by SIPCOT, water supply will be disconnected besides severing the trespassed water line.

31. Ten percent of the jobs in the Industrial Units coming up on the Industrial Park, shall be reserved to the members of the families of land owners whose lands have been acquired for the Industrial Park, subject to eligibility as per qualifications prescribed for the job.

32. The Party of the First Part shall have the power to grant extension of time subject to such conditions as may be imposed to the Party of the Second Part in all matters which are required to be done or completed within the prescribed time, under this deed.

33. (i) The constitution of the Party of the Second Part in case of Proprietary concern/Partnership firm/Board of Directors of Private Limited Company shall not be changed without prior approval of the Party of the First Part. For a Public Limited Company as and when the constitution of the Board of Directors (Professionals) gets changed, the same shall be informed to the party of the First Part and acknowledgement obtained within 90 days.

...21...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director



However any change of Directors causing change of Ownership or management of the Party of the Second Part shall be made only with prior approval of Party of the First Part.

(ii) Any change in the name or the address of the Registered Office or Administrative Office of the Party of the Second Part should be intimated to the Party of the First Part then and there.

34. The death of the Party of the Second Part, where it is an individual, should be communicated to the Party of the First Part within the reasonable time. The heir or legal representative should give notice of his claim to the Party of the First Part within three months of the event.

35. During the currency of the lease, any question of dispute or difference in relation to or in connection with the terms of the lease deed shall not be raised by the Party of the Second Part and, if at all raised, such question of dispute or difference shall be referred to an Arbitrator appointed by Govt. of Tamil Nadu.

36. Only the Courts situated in the City of Chennai shall have jurisdiction to decide upon any dispute or litigation between the Parties to this Lease Deed.

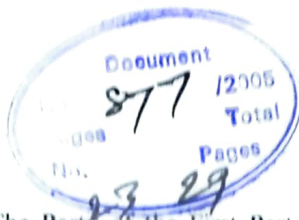
...22...

*Dr. P. S. S. S.*  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

*J. M. Gupta*  
( J. M. Gupta )  
Director





37. The Party of the First Part reserves the right to impose any further conditions and stipulations, or alterations in the regulations which are reasonable, justified and necessary at any time for the establishment of Industrial Park to implement the conditions of this deed and for the benefit of the Industrial Park as a whole.

38. The Party of the First Part reserves to itself the right to sell, lease or otherwise deal with any land unleased or unsold, in any manner it deems suitable. It reserves the right to release, waive, modify either wholly or in part, alter any stipulations, obligations and restrictions contained in this deed regarding any plot or other area in the property. The exercise of this right by the Party of the First Part in relation to any such plot or area shall not release the lessee or / purchaser(s) of any other plot in this property from any of the stipulations, obligations and restrictions, affecting the imposed upon the said allotted plot, nor give rise in favour of any lessee or purchaser to any right of action against the Party

39. The Party of the Second Part shall implement and confirm to the various conditions in this deed in relation to the allotted plot at all times.

40 (a) It shall be open to the Party of the Second Part to ask for in writing and the Party of the First Part to grant a "No objection" certificate with or without conditions, to enable the Party of the Second Part to mortgage its interest in the said allotted plot, at any time after taking possession for

...23...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

  
( J. M. Gupta )  
Director





obtaining financial assistance from financial institutions and banks for implementing the project in the plot and for the projects implemented under the same legal entity of the Party of the Second Part. The Party of the Second Part shall not offer this property as a collateral security to avail loan for other purposes/sister concern etc.,


(b) If the Party of the Second Part fails to comply with any of the terms and conditions of Lease Deed, the Party of the First Part reserves the right to cancel the allotment and resume and land under TNPE Act. The Financial Institutions/ Banks to whom Party of the First Part issues NOC for creating mortgage will be notified with a notice of 90 days to take remedial action.

41. During the currency of the lease, the ownership of the leased property which is vested with the Party of the First Part shall not be liable to be questioned in any manner and if at all such question is raised by the Party of the Second Part, the lease will be terminated forthwith and the Party of the First Part will enter the land including the buildings and other appurtenances situated thereon and resume possession of the plot at any time.

42. The Party of the First Part, at the request and consent of the Second Part at the end of the said term of 99 years may execute a new lease of the schedule mentioned plot by way of renewal for a similar period of ninety nine years of such covenants and provisions as may be mutually agreed to.

...24...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
( J. M. Gupta )  
Director



...24...

## SCHEDULE - A

### (Description of the Industrial Complex)

All that piece and parcel of land known as the Industrial Complex Gummidipoondi of about 1416 acres of land situated in the Revenue Villages of New Gummidipoondi, Old Gummidipoondi, Karumbukuppam, Papankuppam, Peddikuppam, and Sinthalakuppam Villages. But it compact block within the Taluk of Gummidipoondi, Sub-Registration District of Gummidipoondi of Thiruvallur Revenue District. The Industrial Complex is bounded on the

North by : Survey Nos. 275A, 285, 290, 291, 298, 300 part, 301 part, 316, 317 Part, 320, 321, 322, 323, and 324 part of Peddikuppam,

South by : Sirupulapettai Village boundary Survey Nos. 54, 55, 56, 62, 64, 75, 77, 83, 84, 86, 142, 144, 162, 165 of Karumpukuppam Village, S.F. Nos. 30, 31, 32, 43, 44 of New Gummidipoondi Village.

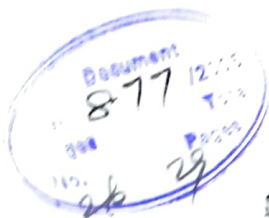
East by : Survey Nos. 307 Part, 312, 314, 316 of Peddikuppam Village and Railway Lane, 615 part, 614 part, 597, 598, 604, 605, 607 part, 608 part, 612, 613 of old Gummidipoondi Village and Survey No. Part 2 and 53 of New Gummidipoondi Village and

West by : Survey Nos. 122, 139 part, 141, 143, 156, 221 part, 225, 226, 237 239, 241, 249 of Peddikuppam Village, boundary of Sirupulapettai, S.F. Nos. 12, 15, 16, 17, 18, 20, 21, 35, 36, 37, 38, 43, 44, 49, 56 of Sinthalakuppam Village boundary of Sirupulapettai.

...25...

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.  
  
W. M. Gupta  
Director



...25...

### SCHEDULE B

(Description of the property concerned in this lease)  
(Value of the property Rs. 50,00,000/-)

All that piece and parcel of land known as Plot No.D-10/51 measuring an extent of 2.55 Acres in the SIPCOT Industrial Complex at Gummidipoondi comprised in Survey Nos.7 part, 8 part and 58 part of Karumbukuppam Village, Gummidipoondi Taluk, Tiruvallur District and bounded on the

North by : Plot No.D 10/52,

South by : 18 Metre Road,

East by : Plot No.9 and

West by : 18 Metre Road

### LINEAR MEASUREMENTS:

East to West on the North : 130.00 Metres  
East to West on the South : 129.00 Metres  
North to South on the East : 79.00 Metres  
North to South on the West : 17.00 + 62.60 Metres

situate within the Registration Sub District of Gummidipoondi and Registration District of North Chennai.

IN WITNESS WHEREOF Thiru. P. Kuppusamy, Project Manager, acting for and on behalf of the party of the first part and Thiru Jitendra Mohan Gupta, Director, acting for and on behalf of the party of the second part have hereunto set their hands on the day, month and year first above written.

### WITNESSES :

1. *[Signature]*  
Asst. Mgr.  
SIPCOT Ltd.  
Gummidipoondi
2. *[Signature]*  
ASST. MGR.  
SIPCOT Ltd.  
Gummidipoondi

Signed and delivered in the presence of

Witnesses:

1. *[Signature]*  
(V. N. KARAJAN)  
176 Vellala Str, Chennai - 24

2. *[Signature]*  
(S. R. R. R.)

*[Signature]*  
Signature of LESSOR  
(Party of the first part)  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI

Signature of LESSEE  
(Party of second part)

For Gupta Cables Pvt. Ltd.

*[Signature]*  
(J. R. Gupta)  
Director



...26...

IN WITNESS WHEREOF THE Common seal of M/s. GUPTA  
CABLES P. LTD. ( the party of the second part) has hereunto been  
affixed on this 7<sup>th</sup> day of <sup>April</sup> ~~MARCH~~, 2005 pursuant to the Resolution of  
the Board dated 23<sup>rd</sup> March 05 in the presence of Thiru Jitendra Mohan  
Gupta, Director of the Company.

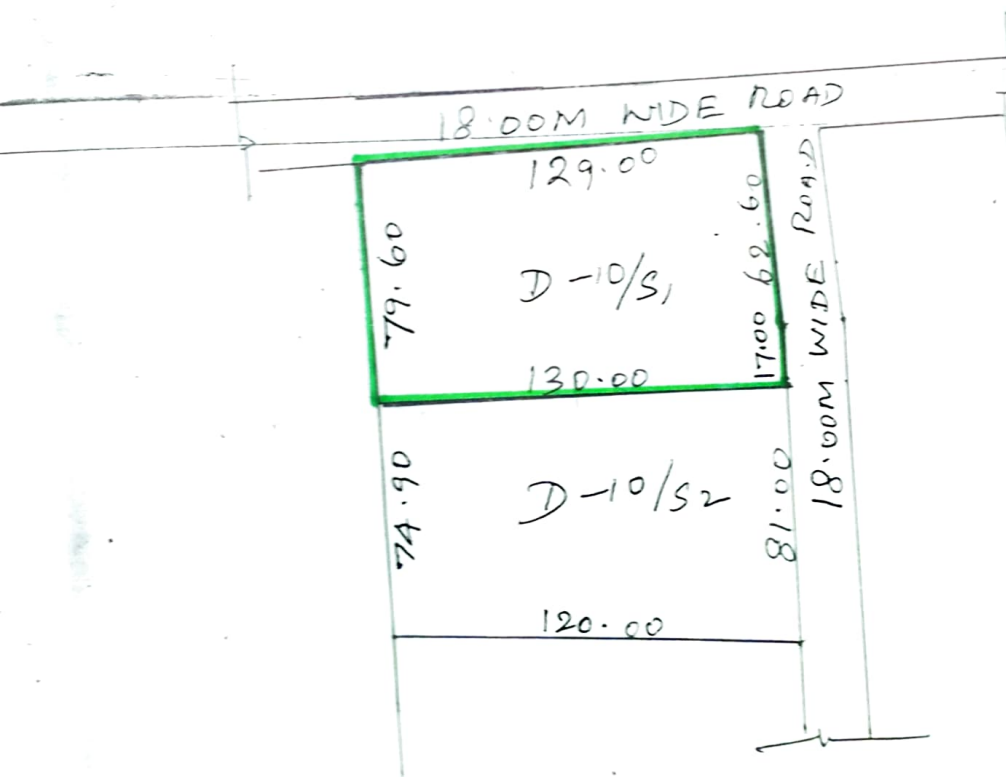
In the presence of

For Gupta Cables Pvt. Ltd.

( J. M. Gupta )  
Director

  
PROJECT MANAGER  
SIPCOT LIMITED  
GUMMIDIPOONDI



 $\gamma_N$ 

ALL DIMENSIONS ARE IN METERS

*Supriya*  
PROJECT MANAGER  
SIPcot LIMITED  
GUMMIDIPOONDI

For Gupta Cables Pvt. Ltd.

**M. Gupta**  
Director





தமிழ்நாடு தமில்நாடு TAMIL NADU

Rs 20/-

24AA 902362

3306  
12.3.08

தினகர டெக்ஸ்டைல்ஸ் (P) Ltd.

Document no 2574/1989  
Document copy  
Deed of cancellation

1st page cancelled in one only ntd by

1988 2524 2525

~~DEED OF CANCELLATION~~ This Deed of Cancellation executed this 14.5<sup>TH</sup> day of October..... 1988, between M/s. STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED (herein after called 'SIPCOT') and represented by one of its Project Officers Thiru A. PALANIAPPAN, SIPCOT., Gummidipoondi-601 201 of the one part: and M/s. Venkatramana Cylinders(P) Limited, Venkatramana Centre 9th Floor, 563/2, Anna salai, Teynampet, Madras-600 018 (herein after called "THE ALLOTTEE") of the Other Part. WHEREAS SIPCOT had allotted plot No:D-10 in the Industrial complex at Gummidipoondi more particularly described in the Schedule hereto the allottee under a Lease Agreement executed by the Second part on 17.07.'84 and registered as Document No.P.367/84 by the allottee at the Joint Sub-Registrar, Madras (herein after called 'THE PRINCIPAL DEED') WHEREAS SIPCOT reserved its rights to cancell the Lease Agreement in case the allottee commits default in observing the terms and conditions stipulated in the aforesaid Lease Agreement.

WHEREAS the allottee has committed default in observing conditions contained in clause Nos.8(1) & 28 of the aforesaid Lease Agreement. NOW THIS CANCELLATION DEED WITNESSETH AS FOLLOWS:: :

1. In pursuance of the default committed by the allottee, the SIPCOT hereby cancel the aforesaid lease agreement in exercise of the powers reserved by SIPCOT under the lease agreement.

2. The allottee shall have no right or claim under the said lease agreement from the day first above written in respect of the property mentioned in the schedule. THE SCHEDULE OF PROPERTY

All that piece and parcel of land known as plot Nos.D-10 in SIPCOT's Industrial complex at Gummidipoondi within the village limits of Karunbukkuppam, Taluk of Gummidipoondi, Sub-Registration District of Gummidipoondi in Chengalpatt Revenue District containing by admeasurement of 10.02 acres or thereabouts and marked by Green coloured boundary lines on the plan annexed hereto bearing S.F.Nos:9/4A, 5, 7, 9/4B, 6, 9/8pt, 8/2pt, 7/1, 2pt, 58pt, 10/3A & 3B pts., and bounded. On the North by : 28.00 mtr. Military Road, On the South by : 18.08 mtr. Road On the East by : Plot No:D-11, On the West by : 18.00 mtr. Wide Road LINEAR MEASUREMENTS: East to West on the North : 105.00 mtr. East to West on the South: 129.00 mtr. North to South on the East : 337.00 mtr. North to South on the West : 337.30 mtr.(274.70 + 62.60) Value of the property (Rs. 4,00,800) - A. PALANIAPPAN, PROJECT OFFICER, SIPCOT LTD., GUMMIDIPOONDI-601 201

WITNESSES: 1. *(Signature)* 2. *(Signature)* P. SUBBIAH

Project Officer SIPCOT Gummidipoondi

2nd page correction on one only



NOTE:- NO of Comp. 1812. No. of the original  
frags. 1000. The original  
impurities:- 425. 617. 812. 512. 512.

ஆய்வு  
செய்தோர்

{(படித்தவர்): கோ.ர.கை  
(சுய்வாளர்):

3rd page correct. nil y

1988 ஆண்டு பத்திர எண் 2524

Distance between the right and the  
duplicate migrated line centers were  
alternating and even in distance the  
same as in the right strand of the  
polymer. The average distance was  
found to be 610 Å. The distance was  
about 100 Å.

later, in a D etc - inter-entirement on  
 the device etc. via inter-entirement etc.  
 and inter-entirement etc. via  
 and inter-entirement etc. to it  
 and inter-entirement etc. to it

[illegible]

but also can be interdependent  
on the triplicate and will  
eventually result to it do -

இதன் பொருள் எவ்வளவு :

சுயம்சம்  
செய்தபாடு

(முடிபெயர்): செல்வன்  
(குறியீடு):

மதுபுதையம் 81 ம. 2524 மதுபுதையம் (மது)

— **உருவகம்** சிவகாமன்

LSV

4th page contract ~~with~~ by pg 12 SS



V.B.: 1972  
Gr. die 10<sup>te</sup>  
by 12 ef

5/12/88

Kale  
beans  
Grouse  
and  
more  
beef  
Bread  
200  
Keggs  
200  
Sausages  
Hops  
Lard  
7-8  
1  
1  
15  
1

2011

calc. of profit book 14

7th

Total correct: 90 one only

Examined by } Needles: ~~2/2~~ 7  
Examined by } Examined: 1/1

12.3.2018

சார் பதிவுரை  
கும்பிபுண்டம்.

தமிழ்நாடு அரசு / மதுரை-240 :

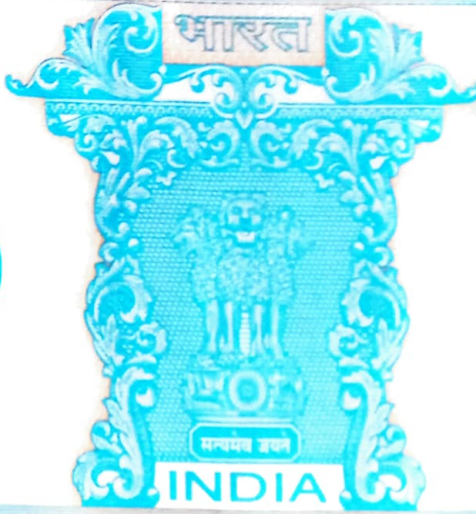
$\begin{cases} (x, y) = (1, 1) \\ (x, y) = (2, 2) \end{cases}$



भारतीय गैर न्यायिक

बीस रुपये

रु.20



Rs.20

TWENTY  
RUPEES

INDIA NON JUDICIAL

தமிழ்நாடு தமிழ்நாடு TAMIL NADU

2020

24AA 902363

3307

12.3.20

கி.பி.சி. கோமளம் (ப) டி.டி.

Document NO 1089/2003

Document copy

Surrender Deed

1st page correcter will be



S. KUMARAVELU  
STAMP VENDOR  
L No: 18194 & 92  
M-10/22 ISHWARA COLONY,  
ADYAR, MADRAS - 600 020

THIS DEED OF SURRENDER executed at Gummidipoondi

on this 2nd day of June 2003 by M/s. VEKATRAMANA CYLINDERS  
(P) LTD., a Private Limited Company incorporated under the  
Companies Act 1956 and having its registered office at No.18  
Wallee Garden, 3rd Street, Chennai 6, and represented by  
its Managing Director Thiru E.AHOBALA RAO, S/o Late.E.Panachandrar  
Rao, (hereinafter referred to as the "party of the FIRST PART")  
which term shall, unless the context otherwise requires mean  
and include its representatives, administrators, successors  
and assigns on the One part.

TO AND IN FAVOUR OF

M/s. STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU  
LIMITED, a Public Limited Company incorporated under the  
Companies Act 1956 and having its Registered Office at 19-A

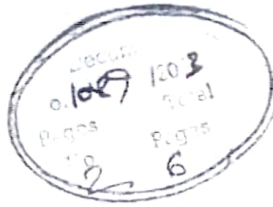
.. 2

For V...  
Managing Director

Project Officer  
SIFCOT LTD.,  
Gummidipoondi

2nd page correct and only

1089  
2003  
09/



Document No.	1089 of 2003
Contains	5
Sheets	1
Sheet	1
Sub Registrar	

Presented to the Office of the  
Sub-Registrar of Gummidipoondi  
and Fee of Rs. 4.50/- Paid  
between the Books of 4.50/-  
on the 24th day of June 2003

Execution Admitted by  
LEFT THUMB

For Vendor

Sd/- E. Ramachandran Rao  
18, Wallace Garden 3rd Street  
Chennai - 600 056

Managing Director

IDENTIFIED BY:

1. Ramesh Kumar S/o K. Sivasubramanian, power loom  
SIPLOT 47D, Gummidipoondi.

2. Ranganathan C. RAMESH KUMAR S/o P. Govindaraj  
12/A, Chelliperman Koil Street,  
Kagithapattinam, Vellore - 12.

24th day of June 2003

Sub-Registrar

Registered as No. 1089 of 2003  
Book 1 Date 2-6-03

Sub Registrar  
Gummidipoondi

NOTE: NO OF COPIES REGISTERED  
WITH THE ORIGINAL TWD

SUBREGISTRAR  
GUMMIDIPOONDI

3rd page incorrect





E. Ahobula Rao

S. KUMARAVELLI  
STAMP VENDOR  
L. No. 19154 D/92  
M 10/22, ISHWARYA COLONY,  
ADYAR, MADRAS - 600 020

- 2 -



Sukmani Lakshminipathy Road, Egmore, Chennai 600 008, and  
represented by its authorised Officer Thiru.P.Soundararajan,  
S/o Periyasamy, Project Officer, SIPCOT Industrial Complex,  
Gummidipoondi (hereinafter referred to as the "Party of the  
SECOND PART") which term shall, unless the context otherwise  
requires mean and include its representatives, administrators  
successors and assigns on the Other part.

WHEREAS the Party of the Second Part had allotted Plot  
No. D-10, measuring 10.02 acres, of land in SIPCOT Industrial  
Complex, Gummidipoondi to the party of the FIRST PART under  
a lease deed executed on 17.7.1984 and registered as Document  
No. 2044 of 1984 at the Office of the Registrar, Madras North  
(hereinafter called as the PRINCIPAL DEED).

WHEREAS the Party of the FIRST PART has represented to  
the party of the SECOND PART that an extent of 5.00 acres out

.. 3

For Vendor's Signature

Managing Director

Project Officer  
SIPCOT LTD.,  
Gummidipoondi

with page correction





of 10.02 acres allotted to the party of the FIRST PART in Plot No D-10 SIPCOT Industrial Complex, Gummidipoondi is surplus and wishes to surrender the surplus extent of 5.00 acres.

WHEREAS the party of the FIRST PART has agreed to surrender to the party of the SECOND PART the above said 5.00 acres more fully described in the schedule hereunder and indicated in the plan annexed and coloured green boundary.


WHEREAS the party of the SECOND PART accepted the surrender


AND WHEREAS this instrument is to be executed to record the said surrender and register the same.

NOW THIS DEED WITNESSETH that the party of the FIRST PART hereby surrenders the land measuring 5.00 acres being portion of Plot No.D-10 in SIPCOT Industrial Complex, Gummidipoondi more fully described in the schedule hereunder and the party of the SECOND PART can take possession of the same. The party of the FIRST PART has no manner of right over the property scheduled hereunder

It is hereby agreed that this deed of surrender should be read as part of 'PRINCIPAL DEED.

For Venkatesh Chandra Cytinders  
Private Limited

  
Managing Director

  
Project Officer  
SIPCOT LTD.,  
Gummidipoondi

5th page was in red ink

## SCHEDULE

North by : Plot No D-10/N  
South by : 18 Meter Road,  
East by : Plot No D-9 and  
West by : 18 Meter Road

North to South on the Eastern side	154.50 Mtr
North to South on the Western side	98.00 + 62.60 = 160.60 Mtr
East to West on the Northern side	120 Mtr
East to West on the Southern side	129 Mtr

IN WITNESS WHEREOF Thiru E. AHOBALA RAO, Managing Director  
representing the party of the FIRST PART and Thiru P. Soundararajan,  
Project Officer, SIPCOT Ltd., Gummidipoondi, on behalf of the SECOND  
PART have set their hands to this deed on the day, month and year first  
above written.

Hyundai Limited

Managing Director

PARTY OF THE FIRST PART

WITNESSES

- 1) ~~Muthu~~ C. Thiruvalluvar  
No 9, 2nd Cross Street  
Nangan, Jango Church, Coimbatore
- 2) Pongalanni (G. K. Sankar)  
No 10/A Chellappan Road,  
Kegapattinam, Vellore - 12

PARTY OF THE SECOND PART

WITNESSES

- 1) D. Ramanathan  
D. RAMALINGAM  
A/S. SPOT. GPR

2)   
S.S. KULKARNI, J.E. SIPOUR, G.

5th page corrected

1089/3  
6 6

# SIPCOT - GUMMIDIPOONDI

Plot No : D-10/A

District : Thiruvallur

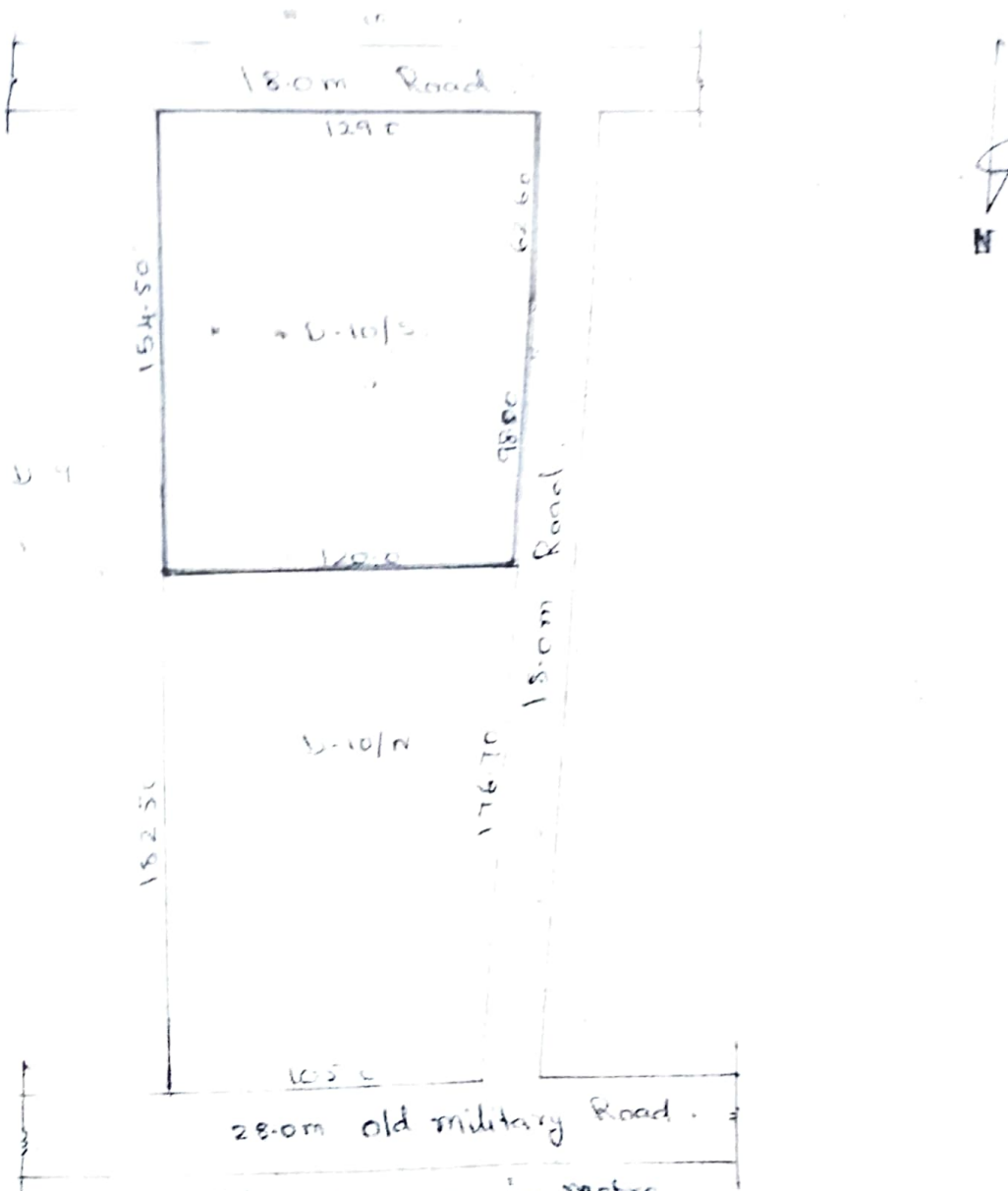
Extent : 5.00 Acres

Village : Karumbu Kuppan

Scale : At 2000

SF No. : 7pt, 8pt, 9pt & 10pt

## PLOT SKETCH



\* - All dimensions are in metre.

For Venkatesh Kumar  
Private Limited  
Managing Director

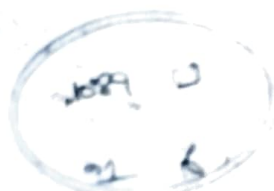
Project Office:  
SIPCOT LTD.,  
Gummidipoondi

File page was written by



23. 201

VSK

035  
216/200சென்னை மாவட்டம் - கும்மிடிப்பூண்டி  
குடிசை எண் 10V. S. K. IN  
S. K. V. S. K. IN  
TAMILNADU  
10th June 2001SURRENDER DEEDSubscribed  
for

THIS DEED OF SURRENDER executed at Kummidiipoondi on this 2nd day of June 2003 by M/s. VENKATRAMANA CYLINDERS (P) LTD. a Private Limited Company incorporated under the Companies Act 1956 and having its registered office at No 18 Waller Garden 3rd Street Chennai-6 and represented by its Managing Director Thiru E. ANOGBALA RAO. S/o Late E. Ramachandra Rao (hereinafter referred to as the 1<sup>st</sup> party of the FIRST PARTY) which term shall unless the context otherwise requires mean and include its representatives administrators successors and assigns on the one part

TO AND IN FAVOUR OF

M/s. S. K. ENTERPRISES (P) LTD. a Public Limited Company incorporated under the Companies Act 1956 and having its registered office at No 18 Waller Garden 3rd Street Chennai-6

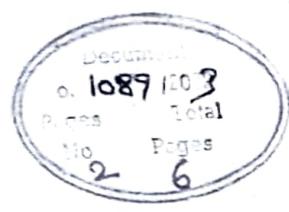
Managing Director

Project Officer  
MFC LTD.  
Chennai

3th page connectivity



1089  
2003



HERE BY CERTIFY THAT THE PRODUCTION  
OF THE ... HAVE  
HAD ... CITY OF  
Rs 40/- ... HERE FOR  
C.R.C. ...  
St-2-6-03

Sub-Registrar

Presented in the Office of the  
Sub-Registrar of Cuddalore  
and Fee of Rs. 4.50/- Paid  
between the Hours of 4.5-  
on the 2nd day of June 2003

Document No. 1089 of 2003  
Contains 5  
Sheets  
Sheet 1  
Sub-Registrar

Execution Admitted by

LEFT THUMB

For Venkatasubramanian  
Private Ltd  
S/o  
Managing Director

S/o E. Ramachandran Rao  
18, Wallah Garden 3rd Street  
Chennai - 600064

IDENTIFIED BY:

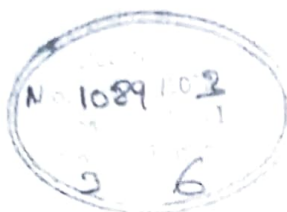
1. Ravi Kumar S/o K. Ramesh Kumar, Project U.  
S. W. T. D., Gummudiopandi  
2. Ramesh Kumar S/o P. Govindan,  
12/A, Chelliamman Koil Street,  
Kajikuppattam, Vellore - 12.

Registered as No. 1089 of 2003  
Book 1 Date 2-6-03

Sub Registrar  
Cuddalore

2nd day of June 2003  
Sub-Registrar

Thirupavai nill



2-6-03

- 2 -

Rukmani Lakshminarayana Road, Egmore, Chennai-600 008, and represented by its authorised Officer Thiru P. Soundararajan, S/o Periyasamy, Project Officer, SIPCOT Industrial Complex, Gummidipoondi (hereinafter referred to as the "party of the SECOND PART") which term shall, unless the context otherwise requires mean and include its representatives, administrators, successors and assigns on the other part.

WHEREAS the party of the SECOND PART had allotted Plot No D-10 measuring 10.02 acres of land in SIPCOT Industrial Complex, Gummidipoondi to the party of the FIRST PART under a lease deed executed on 17.7.1984 and registered as document No 2044 of 1984 at the office of the Registrar, Madras North (hereinafter called as the PRINCIPAL DEED).

WHEREAS the party of the FIRST PART has represented to the party of the SECOND PART that an extent of 5.00 acres out

For Venkateswara Cylinders

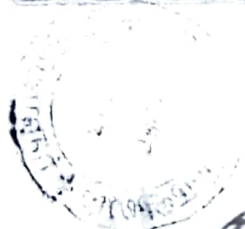
Private Limited

Managing Director

Project Officer  
SIPCOT LTD.  
Gummidipoondi

3

10th page corrected



1035  
2/6/2003

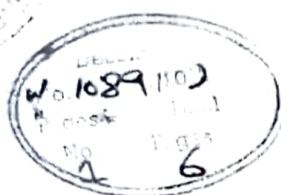
Rs. 20/-

V.S.K.

02/06/2003

@ 10.00 PM

V.S. K. K. K. K.  
STAMP  
TAMILNADU-601 201  
LC No 5812/44/93

SURRENDER DEED

Tamil Nadu  
Government

THIS DEED OF SURRENDER executed at Gummidipoondi on this 2nd day of June, 2003 by M/s. VENKATRAMANA CYLINDERS (P) LTD., a Private Limited Company incorporated under the Companies Act 1956 and having its registered office at No 18 Waller Garden, 3rd Street, Chennai-6, and represented by its Managing Director Thiru E. AHOBALA'RAO, S/o. Late. E. Ramachandra Rao, (hereinafter referred to as the "party of the FIRST PART") which term shall, unless the context otherwise requires mean and include its representatives, administrators, successors and assigns on the one part

TO AND IN FAVOUR OF

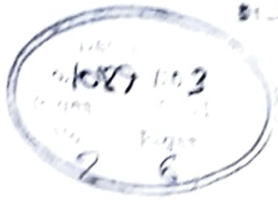
M/s. STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU LIMITED, a Public Limited Company incorporated under the Companies Act 1956 and having its Registered Office at 19-A,

For Venkatramana Cylinders  
Private Limited  
*[Signature]*  
Managing Director

2/6/2003

117 page correct and y

1089  
2003



Presented in the Office of the  
Sub-Registrar of Gummidipoondi  
and Fee of Rs 450/- Paid  
between the hours of 4.15 PM  
on the 26th day of June 2003.

Document No 1089 of 2003

Class E

Class 1

Sub-Registrar

Execution Admitted by

LEFT THUMB

For Vendor

Managing Director

Sh. Late K. Ramesh Chandra Pillai  
18, Madhav Garden 2nd Stage  
Chennai - 600 006

IDENTIFIED BY:

1. [Signature]

2. [Signature]

3. [Signature] Sp. P. [Signature]  
[Signature] - [Signature] [Signature]  
[Signature] [Signature] Sp. P. [Signature]  
[Signature] [Signature] [Signature]  
[Signature] [Signature] [Signature]

Registered as No. 1089 of 2003  
Book [Signature] Date 2-6-03

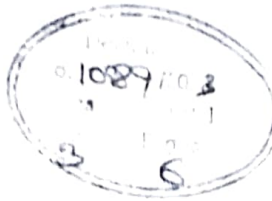
Sub-Registrar  
Gummidipoondi

26th day of June 2003

[Signature] Sub-Registrar

12th page corrected





Particular Difference between  
Original and the Duplicate  
In the original Alterations  
are made in the original  
and the duplicate is original

Noted

Date 2-6-03. SUE Registrar

- 2

Rukman Lakshmapathy Road, Egmore, Chennai-600 008 and represented by its authorised Officer Thiru P. Soundararajan, S. V. Peniyasamy, Project Officer, SIPCOT Industrial Complex, Gummidipoondi (hereinafter referred to as the "party of the SECOND PART") which term shall, unless the context otherwise requires mean and include its representatives administrators successors and assigns on the other part

WHEREAS the party of the SECOND PART had allotted Plot No D-10 measuring 10.02 acres of land in SIPCOT Industrial Complex, Gummidipoondi to the party of the FIRST PART under a lease deed executed on 17.7.1984 and registered as document No. 2044 of 1984 at the office of the Registrar, Madras North (hereinafter called as the PRINCIPAL DEED).

WHEREAS the party of the FIRST PART has represented to the party of the SECOND PART that an extent of 5.00 acres out

3

13th page correct: *not*  
Total correct: *wone only*  
copy prepared by: *ve*  
Examined by Reeler: *[Signature]*  
by Examiner: *ve*

Project Officer  
SIPCOT LTD.,  
Gummidipoondi

சென்னை  
12-03-2008

*[Signature]*  
பதிவாளர்  
கும்மிடிப்பூண்டி