

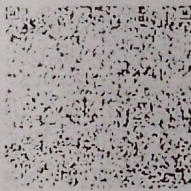


INDIA NON JUDICIAL Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP85706052100366V
Certificate Issued Date : 15-Apr-2023 04:02 PM
Account Reference : NEWIMPACC (SV)/ up14793604/ SHAHJAHANPUR SADAR/ UP-SJH
Unique Doc. Reference : SUBIN-UPUP1479360465722131560260V
Purchased by : DC INDUSTRIES
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Conservation Fee (Rs.) :
First Party : UPSIDA
Second Party : DC INDUSTRIES
Stamp Duty Paid By : DC INDUSTRIES
Stamp Duty Amount (Rs.) : 100
(One Hundred only)



Saurabh

Shubham

100

This E-Stamp sheet of Rs. 100.00 is attached in the lease deed between U.P. State Industrial Development Authority & M/S D C Industries.,
For 90 years at rental
for the first thirty years Rs. 7200.00
& at for the next thirty years Rs. 18000.00
& at for the next thirty years Rs. 36000.00
i.e. on an average annual rent of Rs. 20400.00
with a premium of Rs. 86,38,200.00 regarding PlotNo.H-54,55/H-58,59 situated at Growth Centre Shahjahanpur Distt-Shahjahanpur.

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES

Saurabh & *Shubham*
Partner





Certificate No. : IN-UP20454641372366V
 Certificate Issued Date : 30-Jan-2023 01:51 PM
 Account Reference : NEWIMPACC (SV)/ up14793604/ SHAHJAHANPUR SADAR/ UP-SJH
 Unique Doc. Reference : SUBIN-UPUP1479360434438601615927V
 Purchased by : D C INDUSTRIES
 Description of Document : Article 35 Lease
 Property Description : INDUSTRIAL PLOT SITUATED AT H-54-55/58-59 UPSIDA INDUSTRIAL GROWTH CENTER SHAHJAHANPUR
 Consideration Price (Rs.) : UPSIDA BAREILLY
 First Party : D C INDUSTRIES
 Second Party : D C INDUSTRIES
 Stamp Duty Paid By : 1,84,000
 Stamp Duty Amount(Rs.) : (One Lakh Eighty Four Thousand only)



Please write or type below this line

This E-Stamp sheet of Rs. 184000.00 is attached in the lease deed between U.P. State Industrial Development Authority & M/S D C Industries.,
 For 90 years at rental
 for the first thirty years
 & at for the next thirty years
 & at for the next thirty years
 i.e. on an average annual rent of
 with a premium of Rs. 86,38,200.00 regarding PlotNo.H-54,55/H-58,59 situated at
 Growth Centre Shahjahanpur Distt-Shahjahanpur.

Rs. 7200.00
 Rs. 18000.00
 Rs. 36000.00
 Rs. 20400.00

For DC INDUSTRIES

Saurabh Mangla
 Partner

Regional Manager
 U.P.S.I.D.A., Bareilly

JD 0014051602

बही स०: 1

रजिस्ट्रेशन स०: 5560

वर्ष: 2023

प्रतिफल- 0 स्टाम्प शुल्क- 100 बाजारी मूल्य- 0 पंजीकरण शुल्क- 100 प्रतिलिपिकरण शुल्क- 100 योग : 200

श्री सौरभ मंगला ,
पुत्र श्री पंकज कुमार गुप्ता
व्यवसाय : दस्तावेज लेखक
निवासी: 958 सेक्टर 31 गुरगांव हरियाणा

Saurabh Mangla



ने यह लेखपत्र इस कार्यालय में दिनांक 01/05/2023 एवं 11:04:58 AM बजे
निबंधन हेतु पेश किया।

(7)

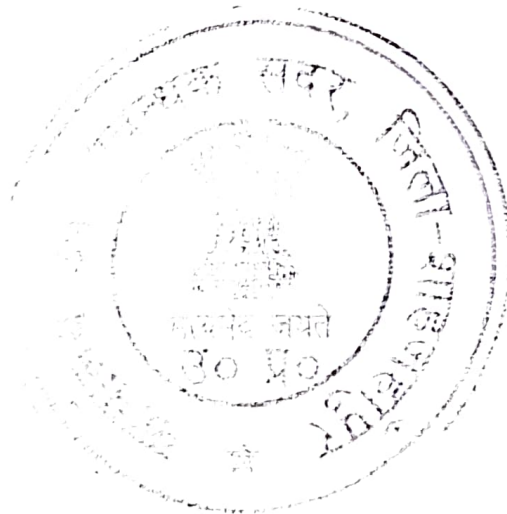
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(Signature)

अरुण कुमार गुप्ता
उप निबंधक :सदर
शाहजहांपुर
01/05/2023

पी पी कठेरिया
निबंधक लिपिक
01/05/2023

प्रिंट करें



LEASE-DEED

Industrial Area.....Growth Center Shahjahanpur.....

.....Distt.-Shahjahanpur.....

Plot NoH-54,55/58,59.....

THIS Lease-Deed made on the.....19th.....Day of.....April.....

in the year.....Two Thousand and Twenty Three.....Corresponding to saka
samvat.....-..... between U.P. State Industrial Development Corporation Limited.,
a company within the meaning of the companies Act 1956 and having its registered office at A-1/4,
Lakhanpur, Kanpur (hereinafter called the Lessor which expression shall, unless the context does
not so admit, include its successors and assigns) of the one part AND

Shri.....S/o.....

R/o.....

proprietor of the single owner firm/karta of joint Hindu family firm of

OR

1. Shri.....Saurabh Mangla.....aged.....31.....years

S/o.....Sri..Pankaj Kumar Gupta

R/o.....958, Sector .31 Gurgaon, Haryana-122001.....

2. Shri.....Pankaj Gupta.....aged.....55.....years

S/o.....Sri..Duli Chand

R/o.....958, Sector.31 Gurgaon,..... Haryana-122001.....

3. Shri.....Naresh Gupta.....aged.....50.....years

S/o.....Sri..Duli Chand

R/o.....51, Sector.15, Part-I, Gurgaon Haryana-122001.....

4. Shri.....Shubham Gupta.....aged.....25.....years

S/o.....Sri..Naresh Gupta

R/o.....51, Sector.15, Part-I, Gurgaon Haryana-122001.....

Regional Manager
U.P.S.I.D.A., Bareilly



For DC INDUSTRIES

Saurabh Mangla, Shubham
Partner



वर्ष: 2023

बही सं०: 1

रजिस्ट्रेशन सं०: 5560

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

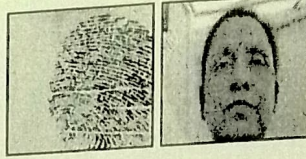
प्रथम पक्ष: 1

श्री यू पी एस आई डी ए व्दारा अधि० श्रीमती मीनू अग्रवाल, यू पी एस

निवासी: आई डी ए बरेली

व्यवसाय: अन्य

[Signature]



द्वितीय पक्ष: 1

श्री सौरभ मंगला, पुत्र श्री पंकज कुमार गुप्ता

निवासी: 958 सेक्टर 31 गुरगांव हरियाणा

व्यवसाय: दस्तावेज लेखक

[Signature: Saurabh Mangla]



द्वितीय पक्ष: 2

श्री शुभम गुप्ता, पुत्र श्री नरेश गुप्ता

निवासी: 51 सेक्टर 15 गुरगांव हरियाणा

व्यवसाय: अन्य

[Signature: Shubham]



ने निष्पादन स्वीकार किया। जिनकी पहचान

पहचानकर्ता: 1

श्री पीयूष गुप्ता, पुत्र श्री नरेश गुप्ता

निवासी: एच 51 15 गुरगांव हरियाणा

व्यवसाय: अन्य

[Signature: Piyush]



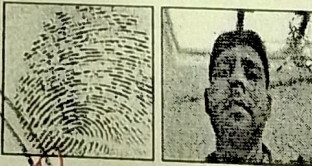
पहचानकर्ता: 2

श्री संजीव, पुत्र श्री राजेन्द्र सिंह

निवासी: जरिफ नगर दुर्गपुर बदायूं

व्यवसाय: अन्य

[Signature]



रजिस्ट्रेशन अधिकारी के हस्ताक्षर

अरुण कुमार गुप्ता

उप निबंधक: सदर

शाहजहांपुर

01/05/2023

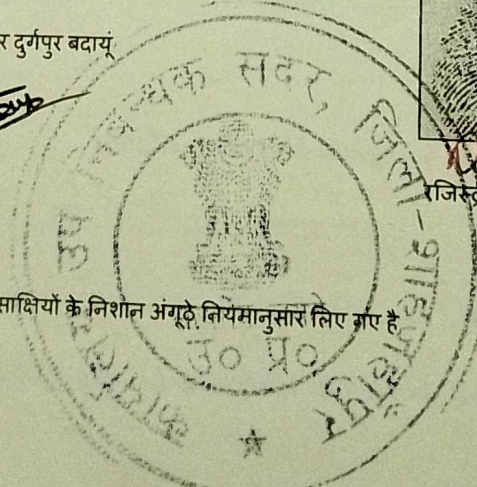
पी पी कठेरिया

निबंधक लिपिक शाहजहांपुर

01/05/2023

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।

टिप्पणी:



प्रिंट करें

5. Shri.....*Piyush Gupta*.....aged..... 23.....years

S/o..... *Sri.Naresh Gupta*

R/o.....*51, Sector.15, Part-I, Gurgaon Haryana-122001*.....

6. Shri.....aged.....years

S/o.....

R/o.....

7. Shri.....aged.....years

S/o.....

R/o.....

Constituted the registered partnership firm (including consortium partnership firm) of *D C Industries* Through 1. *Shri Shubham Gupta aged...25.... years S/o..Sri..Naresh Gupta R/o...51, Sector.15, Part-I, Gurgaon Haryana-122001.....and.....* 2. *Shri Saurabh Mangla aged....31 years S/o..... 958, Sector .31 Gurgaon, Haryana-122001 ...* duly constituted registered power of attorney under the deed dated...*27.03.2023*.....

OR

.....
a company within the meaning of the company Act, 1956 (Including consortium company) and having its registered office at

through its managing director/Secretary/duly constituted attorney Shri.....

S/o.....

R/O.....

OR

A Society registered under the co-operative societies Act, M/s. Through its

Chairman/secretary duly authorised attorney Shri..... S/o

Shri..... R/O.....

.....hereinafter called the lessee
(which expression shall, unless the context does not so admit, include his heirs, executors,

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES

Saurabh Mangla . Shubham
Partner

administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.

WHEREAS the State of Uttar Pradesh has acquired land at *Growth Center Shahjahanpur* under the land acquisition act, 1894 and has handed over the same to U.P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the said Corporation has sub-divided the above land into plots for Industrial units for leasing out such sub-divided plots to industrialists for erecting on each plots a factory according to the factory bye-laws and building plans approved by the Lessor and other competent authorities.

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional and it is hereby agreed that the Lessee shall pay as provided in Clause 2(a) and 2(b) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease of the plot of land hereinafter described Area *G.C. Shahjahanpur*..... an industrial unit for manufacturing *Formaldehyde*..... according to the design and building plan approved by the Lessor other competent authority.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the payment by the Lessee of the provisional premium of **Rs....,86,38,200.00** (*Rs. Eighty Six Lac Thirty Eight Thousand Two Hundred and Paise Nil...*) only the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of **Rs.-** to be paid in half yearly installments as follows along with interest @ per annum on the total outstanding premium.

1. Rs.....	on the	day of	20.....
2. Rs.....	on the	day of	20.....
3. Rs.....	on the	day of	20.....
4. Rs.....	on the	day of	20.....
5. Rs.....	on the	day of	20.....
6. Rs.....	on the	day of	20.....
7. Rs.....	on the	day of	20.....
8. Rs.....	on the	day of	20.....
9. Rs.....	on the	day of	20.....
10. Rs.....	on the	day of	20.....
11. Rs.....	on the	day of	20.....
12. Rs.....	on the	day of	20.....

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES

Saurabh Mungli
Shubham
Partner

(4)

Provided that if the lessee pays the installments and the interest on the due date and there are no over dues, a rebate will be admissible @ ...% per annum in the interest.

NOTE : (1) The Interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payments to be made on the

(2) Liability for payment of the premium in installments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter numbering 1.SER20220411/1000/1209/49119/SIDC-IA/Growth Center Shahjahanpur date..20/05/2022.. 2.SER20220411/1000/1208/49112/SIDC-IA/Growth Center Shahjahanpur date:...20/05/2022 3.SER20220411/1000/1210/49124/SIDC-IA/Growth Center Shahjahanpur date:...20/05/2022... 4..SER20220628/1000/1326/54079/SIDC-IA/Growth Center Shahjahanpur date:...02/09/2022 and Amalgamation Approval Letter No.SER20220907/1029/43681/58105/SIDC-IA/Growth Centre Shahjahanpur dt.11.01.2023 The payments made by the lessee will be adjusted in the following manner strictly in descending order notwithstanding any directions/ request of the Lessee to the contrary.

- | | | | |
|------|---------------------------------|-----|-----------------------------|
| i- | Interest due | ii- | Premium due |
| iii- | Interest on maintenance charges | iv- | Maintenance/Service charges |
| v- | T.E.F. | vi- | Lease Rent due |

After adjustment as above payment, if any, shall be appropriated towards balance premium of the plot.

And of the rent hereinafter reserved and of the covenants provisions and agreement herein contained and on the part of the lease, to be respectively paid, observed & performed, the Lessor doth hereby demise to the Lessee, all the land of Plot Numbered as ...H-54-55/58-59..... situated within the Industrial Area atG.C. Shahjahanpur.....in villagepargana/tehsil ...Sadar.....DistrictShahjahanpur.....Containing by admeasurement.....7200.00 Sq. Mtr. be the same a little more or less, and bounded:-

on or towards the North by 18Mtr.wide road No.19

on or towards the South by 18Mtr.wide road No.22

on or towards the East by Plot No.H-56 & H-57

on or towards the West by Plot No.H-53 & H-60

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land hereinafter referred to as the demise premises) with their appurtenances unto the Lessee for the term of90.... years from.....20-05-2022.... except and always reserving to the Lessor and his successors or assigns:-

- (a) A right to lay water mains, drains, sewers or electric wires under, or over the demised premises. If deemed necessary by the Lessor or his successor or assigns in developing the area.

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES

Saurabh Mankar Shubham
Partner

Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

- (c) Yielding and paying therefore unto the Lessor on the....1st...day ofApril.....in each year in advance the yearly rent at the rate of Rs.1.00.....per sq.mtr. per year during the first Thirty years Rs.....2.50.....per sq.mtr.per year during the next thirty year and after expiry of the first thirtyyears and Rs.....5.00...per sq.mtr. per year during the next thirty years after the expiry of the first sixty years. The rent upto the 31st. day of...March 2023... having not been paid.

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

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

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

- 2.(a)(i) In case the Lessor is required to deposit/ pay at any stage any additional amount to which it is required/called upon to bear, pay or deposit in any court or to collector in any case/proceedings under the Land Acquisition Act. in the process determination of compensation and either as a security or otherwise, the lessee shall pay such proportionate additional premium/amount to the Lessor within 30 days of the demand as may be determined in this behalf by the lessor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/ proceedings in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

- (ii) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the Land of which the demised land, after layout for roads, parks and other public utility services, forms part; but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date of final

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES

Saurabh Mehta, Shubham
Partner

(6)

cost of acquisition is determined, pay within sixty days of demand to the Lessor the additional premium being the difference in the land cost component finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause-1 above.

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

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

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

- (a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant of the occupier in respect of the demised premises or the building to be erected thereupon.
- (b) That the lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor, such recurring fee in the nature of service and/or maintenance charges of whatever description including charges for the supply of water, Lessee's share of the expenses of maintenance of roads, culverts, drains, parks etc. and other common facilities and services as may from time to time be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ 09%p.a. on the amount due. The Lessee hereby further agrees to pay to the Lessor such maintenance charges on first day of July each years. In case of non-Payment of maintenance charges as mentioned above, the Lessee shall have to bear interest @....09.....% p.a. The Lessor further reserves the right to cancel the Lease on non-payment of maintenance charges and/or issue Recovery Certificate for recovery thereof.
- (c) The whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area of UPSIDC, The Lessee will be liable to pay and discharge all rates, taxes, charges, claims and out goings charges or imposed and assessment of every description which may be assessed, charged or imposed upon them by the Local Body and will abide by the rules and directives of the local body.

For DC INDUSTRIES

Regional Manager
U.P.S.I.D.A., Bareilly

Saurabh Manglik, Shubham
Partner

That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety convenience of the other inhabitants of the place, and shall not release any hazardous, obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the U.P. Pollution Control Board or any other authority competent to make rules, regulations, bye-laws and laws in this behalf from time to time. Any breach of such law, rules, regulations and bye-laws shall be the sole liability of the lessee.

- (e) That Lessee will at his own cost erect on the demised premises in accordance with the layout plan elevation and design and in a position to be approved in writing and in a substantial and workman like manner the Industrial unit as aforesaid, will all necessary out-houses sewers, drains and other appurtenances according to the local authority's rules and by-laws in respect of buildings, drains, latrines and connections with sewers and will commence such construction within the period of07..... months and will completely finish the same covering minimum 30% of the allotted area fit for use and start the manufacturing and production within the period of...19..... months from the date of allotment or within such extended period of time as may be allowed by the Lessor in writing, in its discretion. The Lessor shall charge Time Extension Fee as per prevailing rules for grant of time extension.
- (f) That the lessee will keep the demised premises and the buildings thereon at all time in state of good and substantial repairs and in sanitary condition at its own cost.
- (g) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessor and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Lessor or the municipal or the other authority requiring him so to do, correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expenses the lessee hereby agrees to reimburse by paying to

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES

Saurabh Manglik Shubham
Partner

the Lessor or other authority the amount which the Lessor/ municipal or other authority as the case may be, shall fix in that behalf and the decision of the Lessor/municipal or other authority as the case may be, shall be final and binding on the Lessee.

- (h) That the lessee will provide and maintain, at his own cost, in good repairs a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other authority leading from the public road to the building to be erected on the demised premises.
- (i) That the Lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same to be used for any religious purpose or any purpose other than for the industrial purpose aforesaid without previous consent in writing of the Lessor and the Municipal or other authority subject to such terms and conditions as the Lessor municipal or other authority may impose and will not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance or cause damage, annoyance, or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighborhood.
- (j) That the Lessee will not without the previous consent in writing of the Lessor, transfer, sublet, relinquish mortgage or assign its interest in the demised premises or the buildings standing thereon or both as a whole or part of the plot or cause any subdivision of the plot. The lessor may give consent for above if so allowable and under the terms and conditions as provided in the policy of the corporation prevailing on the date of approval. Every Such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefore.

Provided that the joint possession or transfer of possession of demised premises or any part thereof by the lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided further that if at any time the Industrial Finance Corporation of India or other financing body decides to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of the deed or deeds executed in its favour by the lessee at the time of taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above. The financing body will have to ensure that payabilities and other charges as per prevailing rules of lessor

Regional Manager
UPSIDA, Bareilly

For DC INDUSTRIES

Saurabh Manoj Shubham
Partner

which stand as first charge are got from the proceeds of sale/auction.

Provided further that the lessee will so often as the said premises shall by assignment or by death 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 every probate or a will or letters of administration, decree, order certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs.500/- to be paid by the Lessee.

That the members, directors, officers and subordinates or agents, workmen and other authorized representatives of the lessor shall have access to the plot of land shall have the implied right and authority to enter upon the said plot or land and building to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purpose at all reasonable times.

That the Lessee will not make any excavation upon any part of the said land nor remove any stone, sand, clay, earth or any other materials there from except so far as may be in the opinion of the Lessor, necessary for the purpose of forming the foundation of the building and compound walls and other necessary structure and executing the work authorised and for leveling and dressing the area covered by this Agreement.

- m) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses. Cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- (n) That the Lessor will not exercise his option of determining the lease nor hold the Lessee responsible to make good the damage if by fire, tempest, or violence of any army or a mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.
- (o) That the Lessee will not erect any building constructions or structures except compound walls and gates on any portions of the demised premises within prescribed set back limits

Regional Manager
UPSIDA, Bareilly

For DC INDUSTRIES

Shubham
Saurabh Mangb, Partner

as per UPSIDA by law in front/rear/sides of the plot of land.

- (p)(i) That Lessee will have to take possession of plot/land within 30 days from the execution of the deed or extended period as may be allowed by the corporation upon satisfactions with the reasons of delay. Failure to take possession within aforesaid period will make the lease liable for determination.
- (p)(ii) That the Lessee shall put the demised premises with the building constructed thereon covering a minimum 30% of allotted area to the use and start the manufacturing and production herein before mentioned within.....19..... Calendar months from date of allotment of the said land is made to the lessee and in any case within19..... calendar months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee. The lessor, if satisfied by the explanation of the Lessee that the delay is caused for reasons beyond the control of the Lessee, the time Extension may be permitted by the lessor at its sole discretion as per the then prevailing rules and subject to payment of payable time extension Fee along with interest thereon as per rules of the lessor from time to time.
- (p)(iii) In case TEF is not paid by the lessee along with interest accrued thereon, the allotment shall be liable for cancellation on ground of non-payment of TEF.
The lessee will raise construction covering at least 30% area of the plot and commence production within ...19.....months from the date of allotment or extended period as allowed by the corporation failing which the Lease Deed shall be liable to be determined and allotment cancelled.
- (p)(iv) The lessee shall have to establish rain water harvesting system and plantation at his/her own cost of as per govt. norms.
- (q) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall:-
- (i) Injure or destroy any part of building or other structures contiguous or adjacent to the plot of land.
 - (ii) Keep the foundation, tunnels or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent buildings;

Regional Manager
UPSIDA, Bareilly

For DC INDUSTRIES

Shubham
Saurabh Manglik Partner

Dig any pits near the foundations of any building thereby causing any injury or damage to such building.

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount of damage payable thereof shall be final and binding on the Lessee.

That the Lessee being a registered partnership firm (including consortium partnership firms) declares, affirms, and undertakes that during the subsistence of the terms of this, agreement the said partnership shall not be dissolved reconstituted or wound up and /or dealt with in any way which may jeopardize the rights and interest of the Lessor or the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

For DC INDUSTRIES

OR

The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor.

OR

The Lessee being a company (including consortium company) shall not make or attempt to make any alterations, whatsoever in the provisions of its Memorandum & Articles of Association or in its capital structure as well as shareholding without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the Charge hereunder created with Registered of Joint Stock companies under section 125 of companies Act, 1956 within stipulated period.

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

While granting its consent/permission 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, provisions and agreements herein contained or such other terms & conditions as the lessor may, in its discretions, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent which is chargeable towards transfer levy as per prevailing rules/policy. In the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

Regional Manager
UPSIDA, Bareilly

For DC INDUSTRIES

Shubham
Partner

That it is further agreed that the lease shall stand automatically terminated if there be any change in the constitution of Lessee, partnership firm or private limited company etc. as on the date of execution of this deed without prior approval in writing of the Lessor.

That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for the purpose of the said Industrial Area/Estate or the lessor will have to comply to N.P.R.R. or any such other law enacted/prevaling as made by Government.

AND IT IS HERBY FURTHER AGREED AND DECLARED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

Notwithstanding anything herein before contained if there shall have been in the opinion of the lessor any breach by the Lessee or by any person claiming through or under him of any of the Covenants or condition hereinbefore contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers relinquish, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3(J) or if the Lessee fails to commence and complete the buildings and to put the same to use and to carry the manufacturing and production for at least 90 days in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the lessee or the person in whom the Lease hereby created shall be vested shall be adjudged insolvent or if this lease is determined as hereinbefore specified, if shall be lawful for the Lessor subject to the provisions of Clause 3 (r). 3(s) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and outstanding interest due till date and other dues, if any shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee. Hereunder with interest thereon @ ..09%..per annum and the Lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all

Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES


Saurabh Mehta 6

Shubham
Partner

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

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the state Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshia Industrial and Investment Corporation of U.P. or Industrial Reconstruction bank of India or any Scheduled bank (including the state bank of India and its subsidiaries), Unit Trust of India or General Insurance company and its subsidiaries viz. National Insurance company, Assurance company, Oriental Insurance company, United Insurance Company or NSIC or SIDBI and Trustees to debenture holders & the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issues or served by the Lessor on the said financing Institution or Institutions regarding the said breach or breaches .

- (b) Any losses suffered by the Lessor on a fresh grant of lease of the demised premises for breach of Conditions aforesaid on the part of the lessee or any person claiming through or under him shall be recoverable by the Lessor.
- (c) All notices, consents and approvals to be given and notifications of any decisions by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even though returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or last known place of residence or business or office or at the plot of land or at the address mentioned in these presents or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.


Regional Manager
U.P.S.I.D.A., Bareilly

For DC INDUSTRIES


Shethan
Partner

All powers exercisable by the Lessor under this Lease may be exercised by the Managing Director of U.P. State Industrial Development Corporation Limited. The Lessor may also authorize any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Managing Director.

- (e) That the Lessor and the Lessee hereby agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and/ or maintenance charges or time extension fee on any other account whatsoever shall be recoverable as arrears of land revenue.
- (f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workmen to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.
- (g) That any relaxation or indulgence granted by the Lessor shall not in any way prejudice the legal right of the Lessor.
- (h) The stamp and registration charges on this deed shall be borne by the Lessee.
5. Notwithstanding any other provisions herein before contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the industrial use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilized or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.
- It is further expressly agreed by the Lessee that the lease in part or as a whole for default of the provisions of this clause shall be terminable by one months' notice to quit on behalf of the Lessor.
- 6 (a) That the Lessee is fully aware that aforesaid premises had earlier been given by the Lessor to Km./M/s/.....

Regional Manager
UPSIDA, Bareilly

For DC INDUSTRIES

Shubham
Partner

Suresh Maupk

through the Sale deed dated registered at on but the Lease has been determined/surrendered and forfeited by the Lessor vide letter/notice No. dated and as such has ceased absolutely.

That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to a civil action or other legal proceedings initiated by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.

The lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDC Industrial Area.

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

For and on behalf of
U.P. State Industrial Development Corporation Ltd
Signed by :-

a. Witness.

Regional Manager
U.P.S.I.D.A., Bareilly

b. Witness.

For and on behalf of the Lessee

a. Witness. Piyush Gupta
S/o Nareish Gupta

b. Witness. HSI, Sec-15-I,
Gurgaon, Haryana.

Signed by :-



For DC INDUSTRIES

Saurabh Mangb, Shubham
Partner



Piyush

@

Sanjeev

S/o Rajendar Singh

Zahidnagar durgam
(Badam)



आवेदन सं०: 202300795008048

बही संख्या 1 जिल्द संख्या 15845 के पृष्ठ 51 से 86 तक क्रमांक 5560 पर दिनांक
01/05/2023 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर



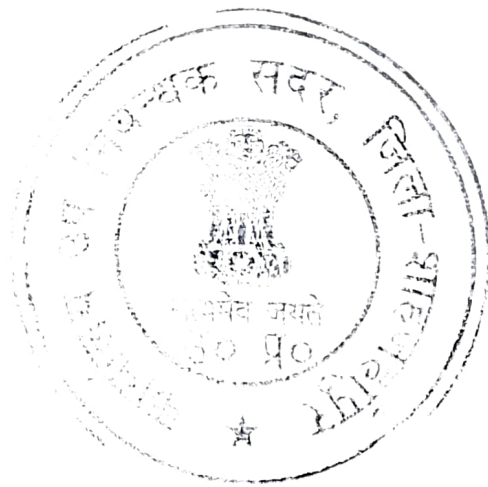
अरुण कुमार गुप्ता

उप निबंधक : सदर

शाहजहांपुर

01/05/2023

प्रिंट करें



(16)

CORRECTION NOTE

<u>Sl.No.</u>	<u>Page No.</u>	<u>Line No.</u>	<u>Remarks</u>
01.	01	10 to 13	Deleted
02.	02	04 to 09	Deleted
03.	02	15 to 26	Deleted
04.	11	13 to 26	Deleted
05.	Add Clause No.8		As below
06.	Add Clause No.9		As below
07.	Add Clause No.10		As below

Clause No.8 "Any breach of the terms and conditions of allotment letter No. 1.SER20220411/1000/1209/49119/SIDC-IA/Growth Center Shahjahanpur date..20/05/2022 2.SER20220411/1000/1208/49112/SIDC-IA/Growth Center Shahjahanpur date..20/05/2022 3.SER20220411/1000/1210/49124/SIDC-IA/Growth Center Shahjahanpur date..20/05/2022 4.SER20220628/1000/1326/54079/SIDC-IA/Growth Center Shahjahanpur date:....02/09/2022 and Amalgamation Approval Letter No.SER20220907/1029/43681/58105/SIDC-IA/Growth Centre Shahjahanpur dt.11.01.2023 shall result in automatic cancellation and termination of lease deed."

Clause No.9"The lessee shall have to bring the unit under production after covering 30% of the allotted area within 19 months from the date of allotment letter.

Clause No.10 "Rate of interest i.e. 09% & 3% penal will be effective till date 30/06/2023. Thereafter rate of interest as decided by HO shall be payable by allottee. However, if decided by HO that the present rate of 09% interest & 3% penal interest shall continue in this case, same shall be applicable and binding on allottee. In the event of no decision on interest rate, present rate of interest @09% and 3% penal interest (six monthly compounded) shall continue and binding upon allottee. The decision of UPSIDA shall be final".

Calculation for Stamp duty

Area.xPremium Rate
(Area 5400.00 Sq.Mtr. x @ Rs.1133.00 P.S.M.. & Area 1800.00 Sq.Mtr x @ Rs.1400.00 Per Sq.
Mtr.) Total Area 7200.00 Sq.Mtr. = 86,38,200.00
7200.00x2.84x90 = 18,40,320.00
So Total = 1,04,78,520.00
So 7% Stamp of above Value = 7,33,496.40

Total Stamp duty Rs.1,84,000.00+ Bank Gurantee
Rs.5,51,000.00 submitted by allottee firm = Total Rs.7,35,000.00

Lessor

Regional Manager
UPSIDA, Bareilly

Lessee

For DC INDUSTRIES

Shubham
Saurabh Mangt. Partner

