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# LEASE DEED

MEMORANDUM OF LEASE DEED entered into at Shoolagiri on this 17<sup>th</sup> day of August 2024 BETWEEN State Industries Promotion Corporation of Tamil Nadu Limited (SIPCOT), a company registered under the Companies Act, 1956 and having its Registered Office at No.19-A, RukumaniLakshmipathy Road, Egmore, Chennai-600 008 represented by Tmt. Umasankari. S Project Officer (PAN:ADAPU6641A, Aadhaar No. 2080 0437 7784, Mobile No. 6385366988), D/o Thiru. Subramaniam, SIPCOT Industrial Park, Shoolagiri and hereinafter referred to as the LESSOR, which term shall, unless repugnant to the context otherwise requires mean and include its representatives, administrators, successors and assigns on the ONE PART.

For Continental Engines Pvt. Ltd.

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Registering Officer

PROJECT OFFICER
SIPCOT SHOOLAGIRI



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M/s. Continental Engines Pvt. Ltd., a Private Limited Company (PAN NO.AABCC9896N) Company registered under Companies Act, 1956 and having its Registered Office at A-21, 9 Prithiviraj Road, New Delhi - 110003 represented by their Authorised Signatory , Thiru. Ajay Kumar (Pan No. AUJPK9335M, Aadhar.No.2938 9596 9908, Mobile No: 9873665109) S/o.Thiru. Mahendra Nath Pandey residing at J-502,5th Floor, Golf Course Extension Road, Sector-66, Emaar Palm Drive, Islampur(97), Gurgaon South City II, Gurgaon, Haryana 122 018 hereinafter referred to as the LESSEE, which term shall, unless repugnant to the context otherwise requires, mean and include their representatives, administrators, successors and assigns on the OTHER PART.

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#### WHEREAS:

- a) The LESSOR 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 Tamil Nadu.
- b) The LESSOR has acquired the property more fully described in the Schedule `A' hereunder and hereinafter referred to as the said property.
- c) For the due fulfilment of its principal object, the LESSOR has laid out the said property into various plots, besides setting apart land for the purpose of laying roads, drains and for other common amenities for the benefit of the occupants of the plots so laid out and WHEREAS it also proposes to effect improvements and betterment schemes for the benefit of all the allottees of the Industrial Park.
- d) The LESSOR proposes to allot the plot 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 altered with or tampered.
- e) The LESSOR shall have control over the common amenities and facilities such as roads, street lighting, water supply system and sanitation, drainage, common buildings, avenue plants, parks, etc., intends to make available these facilities to the LESSEE as well as other Allottees in a reasonable and equitable manner.

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- f) The LESSOR has decided to make available to entrepreneurs/industries, 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 said plots under the terms of the lease deed;
- g)The LESSEE made an application dated 05.06.2024 to the LESSOR for allotment of a plot Nos. 135 measuring an extent of 1.63 acres, 136 measuring an extent of 2.8 acres, 137 measuring an extent of 2.32 acres, 138 measuring an extent of 2.32 acres, 139 measuring an extent of 2.32 acres, 140 measuring an extent of 2.32 acres & 141measuring an extent of 2.8 acres in the Industrial Park, Shoolagiri Industrial Park (Hosur, Phase IV) GENERAL ENGINEERING) for the purpose of setting up a unit for the manufacture of LPDC Products Installed capacity of 8400 Tonnes and GDC Products installed capacity of 9600 Tonnes per annum.
- h) The LESSOR allotted the Plot Nos.133, 134, 135, 136, 137 & 144 B total measuring to an extent of 18.00 acres in the said Industrial Park at Shoolagiri - Krishnagiri District (B District) to the LESSEE by the Order of Allotment vide P-I/SIP-Shoolagiri/CEPL/2024, dated 24.06.2024 manufacture of LPDC Products and GDC Products. Subsequently the said allotment was amended for the caution deposit vide amendment letter Ref. No. P-I/SIP-Shoolagiri/CEPL/2024, dated 21.07.2024 and thereafter the said allotment was amended the plot and extent of the allotment order as Plot No. 135 (Including Nilaviyal Odai to an extent of 0.05 acre) measuring to an extent of 18.19 acres more fully described in Schedule `B' hereunder and shown distinctly in the plan attached hereto and hereunder referred to as the allotted plot vide amendment letter P-I/SIP-Shoolagiri/CEPL/2024, dated 10.08.2024 subject to the terms and conditions contained therein. The LESSEE has accepted the Order of Allotment and its amendment letters and copy of the same is annexed herewith.

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i) The property described in the Schedule `A' is intended to be utilised 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 held by the LESSOR or allotted or intended to be allotted by it to other parties similarly situated as the LESSEE.

# **NOW THIS LEASE DEED WITNESSETH THAT:**

#### 1 DEFINITIONS

- 1.1 "Allotment" means allotment of plot for establishment of Industrial/Commercial/Housing/Service unit etc., as prescribed in the Allotment Order.
- 1.2 "Allotment Order" means the order issued by the LESSOR confirming the allotment of plot, with specific terms and conditions along with the amendments made thereto prior to execution of this Lease Deed.
- "Allottee" means an individual or person including a group of individuals under Indian Partnership Act of 1932 or a company registered under the Companies Act 1956/2013 or Limited Liability Partnership Act of 2008, or Co-operative Institution, or a body incorporated under any Act of Indian Law, established for the purpose of setting up of Industrial/Commercial/Housing/Service unit etc., to whom any plot has been allotted by the LESSOR.
- 1.4 "Caution Deposit" means the interest free deposit that shall be refunded if the Allottee implements the project within the stipulated time period as per the Allotment Order.

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- 1.5 "Change in Constitution" means change in legal status of the Allottee.
- 1.6 "Change in Management" means, (a) change in the proprietorship of the concern; (b) the change in the shareholding pattern due to induction of new partners/share-holders and where more than 50% of the shareholding is transferred to the new members resulting in total change or substantial change in ownership of the existing Allottee; (c) transfer of leasehold rights of the allotted plot, wherein the original promoters hold less than 50% shares in the transferee entity.
- 1.7 **"Competent Authority"** means any Department or Agency of the Government, Corporation, Board, Local Body or other authority established by the Government which are entrusted with the powers or responsibilities, inter alia, to grant or issue clearances/approvals.
- 1.8 "Force Majeure" means an event beyond the control of the LESSEE including but not limited to war, riot, national emergency, disruption on site, any natural disaster like flood, earthquake, tsunami, any pandemic and other natural calamities for any reason not attributable to the LESSEE due to which the LESSEE is unable to carry on its operations from the Plot including but not limited to delays in securing approvals and permits, including their renewals thereof.
- 1.9 "Implementation" means the condition where the unit has commenced commercial production/operation within the stipulated time as specified in the allotment order/lease deed or within the permitted extension time and also complying with 50% plot utilization.

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- 1.10 "Industrial Park" means an area developed primarily for establishment of manufacturing industries and/or service sector industries and having basic infrastructural facilities like roads, water storage and distribution infrastructure, storm water drainage, streetlights and such other facilities/support services as may be required. Wherever, the word "Industrial Park" is indicated, it also means Industrial Complexes, Industrial Growth Centers, SEZs, IT Parks, Industrial Development Areas as the case may be.
- 1.11 "Participatory Infrastructure Development Programme" means the infrastructure development programme jointly undertaken by LESSOR and Allottees/Association of Allottees for an Industrial Park .which will be limited to infrastructure facilities of the Industrial Park viz., road, water supply, drainage, sewerage, electricity and amenity buildings etc. For projects identified under this scheme, the LESSOR shall meet out the project cost upfront and the proportionate project cost shall be recovered from the Allottees/Association of Allottees of the concerned Industrial Park, as per the prevailing policy of LESSOR.
- 1.12 "Plot" means the demarcated land parcel within the Industrial Park provided with basic infrastructure facilities for the purpose of allotment.
- 1.13 "Plot Cost" means the amount paid by the LESSEE towards the usage of land along with infrastructure facilities provided by the LESSOR.
- 1.14 "Plot Utilization" means the extent of the allotted plot covered with built-up space comprising of factory building/shed covered utility/storage area, internal roads and minimum setback/parking space as per TNCD&B Rules, 2019 besides minimum greenery requirement as per TNPCB consent order and as per the prevailing policy of LESSOR.

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- 1.15 "Plug and Play Facility" means a facility where built-up space is leased out for industrial or ancillary activities as per the prevailing policy of LESSOR.
- 1.16 "Project Officer" means an officer who has been designated as project officer by LESSOR, deployed at the project office of the Industrial Park and performs tasks assigned by the LESSOR.
- 1.17 "Transfer Fee" means the amount to be paid by the LESSEE, towards

  Change in Management/Transfer of Leasehold rights in respect of the allotted plot.
- 1.18 "Transfer of Leasehold Rights" means transfer of lease hold rights of the allotted plot to another legal entity or to a newly formed legal entity resulting from the change in constitution of the Allottee.

# 2 GRANT OF LEASE, CAUTION DEPOSIT, TERM AND CHARGES

- 2.1 In consideration of the allotment of plot made by the LESSOR, the LESSEE has paid a sum of Rs.30,92,30,000/- (Rupees Thirty Crores Ninety Two Lakh and Thirty Thousand only) towards plot cost.
- 2.2 The LESSEE has paid a sum of Rs.100/- (Rupees One hundred only) towards 100% of the annual lease rent in advance. The annual lease rent is computed at 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, receipt, and adequacy of which the LESSOR confirms.
- 2.3 The LESSEE has paid Rs. Nil/-(Rupees Nil only) towards caution deposit which shall be interest free and refunded if the LESSEE implements the project within the stipulated time period as per the Allotment Order/Lease Deed.

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- 2.4 The LESSOR allots the plot on lease bearing Plot No.135measuring an extent of 18.19 acres in the said Industrial Park at Shoolagiri Krishnagiri District (B District) mentioned above and more fully described in Schedule `B' to the LESSEE and the LESSEE takes the property aforesaid on lease for a period of 99 (ninety nine) years, AND the LESSEE 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.
- 2.5 The LESSOR shall not pay any interest to the LESEE for the amount remitted by the LESSEE.
- 2.6 The LESSEE 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. The LESSEE shall pay water charges at the rate fixed by the LESSOR from time to time abiding by the terms of water supply agreement executed.
- 2.7 In the event of LESSOR taking up any additional development facilities and/or in case of escalation in cost of development works in future, LESSOR shall apportion such expenses among the Allottees of the Industrial Park on pro-rata basis. In such an event, the LESSOR reserves the right to claim such apportioned expenses and the LESSEE shall pay the same without any demur, within thirty (30) days from the date of issue of demand notice by the LESSOR.
- 2.8 Monthly maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, avenue plants, parks etc., will from time to time be apportioned among the Allottees in the Industrial Park as per the prevailing policy. The LESSEE shall pay the same without any demur within the period prescribed. Non-payment on due date will automatically entail an interest of 12% per annum or such other rate as may be prescribed from time to time.

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- 2.9 The Participatory Infrastructure Development Programme is a scheme for upgradation of existing infrastructure and provision of support infrastructure facilities for the respective Industrial Park at the request of the Allottees/Association of Allottees in the Industrial Park. In the event of taking up of any such project under PIDP scheme by the LESSOR, the LESSEE shall pay the proportionate amount of the project cost as per the prevailing policy.
- 2.10 The LESSEE shall pay all existing and future rates and taxes, charges, claims and assessments, chargeable against the LESSEE or arising out of the acts of the LESSEE in usage of the allotted plot and any building erected thereon and/or services received.
- 2.11 The LESSEE shall bear all expenses in connection with the drawing of power from the main lines to the plot for the supply of electricity and/or any other support infrastructure facilities.
- 2.12 The LESSEE understands and agrees not to raise any claim or seek refund of any of the above charges except for the caution deposit as mentioned in Clause 2.3.

#### 3 COVENANTS OF THE LESSEE

3.1 The LESSEE shall enter upon and take possession of the said allotted plot as it is, within 15 days from the date of execution of this lease deed, in consideration whereof the LESSEE has paid 100% of plot cost, annual lease rent and caution deposit. Failure to do so will entitle the LESSOR to cancel the allotment and execute the cancellation deed.

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- 3.2 The LESSEE 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 LESSEE. Any cost incurred for such development will be borne by the LESSEE.
- 3.3 The LESSEE shall utilize the allotted plot only for the purpose for which it was allotted by the LESSOR and for which approvals are granted by the Competent Authorities.
- 3.4 The LESSEE shall, at its own cost, construct and maintain access roads leading from the Industrial Park to the said plot in strict accordance with the specifications and details prescribed by the LESSOR.
- 3.5 The LESSEE shall insure all the fixed assets in the plot and renew the insurance periodically.
- 3.6 The LESSEE shall keep the LESSOR 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 LESSEE. The LESSEE shall also keep the LESSOR 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.

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- 3.7 With the consent of the LESSEE, the LESSOR shall have the right of access into and utilizing any portion of the allotted plot, as required at all times, for the purpose of laying pipelines, cables, underground drainages, channels, or providing such other common facility. The LESSOR shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by the LESSOR, 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 plot in such area for the purposes of providing any common amenities or services for the Industrial Park and the same may be done either directly by any person either generally or specially authorized by the LESSOR in this behalf and the LESSEE agrees for the same.
- 3.8 During the period of lease the LESSEE at their expense will keep the buildings, premises and other structures clean, free from defect and in good condition.
- 3.9 The LESSEE shall implement and conform to the various conditions in this deed in relation to the allotted plot at all times.
- 3.10 Ten percent of the jobs in the Industrial units coming up in the Industrial Park, shall be reserved to the members of the families of landowners whose lands have been acquired for the Industrial Park, subject to eligibility as per qualifications prescribed, mutually agreed upon by the parties, for the jobs.
- 3.11 The LESSEE shall complete construction of building and implement the project within 36 months from the date of registration of lease deed. However, if the LESSEE requests for extension of duration for implementation of the project, the LESSOR shall grant extension of time subject to penalty as per the prevailing policy of the LESSOR. Failure will entail cancellation and resumption of the allotted plot as per the Clause 12 of this deed.

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- 3.12 The LESSEE shall comply with the conditions applicable to it, in the Environmental Clearance/Approvals/NOC obtained from the respective Competent Authorities by the LESSOR from time to time.
- 3.13 The LESSEE is committed to bring the Eligible Fixed Assets (EFA) (a) Land (18.19 in acres) Rs. 3092.00 lakhs (b) Buildings Rs.8000.00 lakhs (c) Plant & Machinery (New/ second hand) Rs.31700.00 lakhs (d) Total EFA Rs. 42792.30 lakhs and provide minimum employment of 50 persons within the investment period of (three/ four/ seven years or as stipulated in specific Government order to avail 10% land cost incentive for the extent of land allotted as back ended subject to a ceiling of 20% of Eligible Fixed Assets. After completion of stipulated investment period, the LESSEE shall furnish a certificate for the EFA created and employment generated as defined in Tamil Nadu Industrial Policy 2021 during the said investment period duly certified by Statutory Auditors in case of companies and Tax Auditors in case of other legal entities to avail land cost incentive as mentioned above.

# **4 COVENANTS OF THE LESSOR**

- 4.1 The LESSOR reserves the right to sell, lease or otherwise deal with any plot unleased or unsold, in any manner it deems suitable and the LESSEE shall not raise objections to the same.
- 4.2 It shall be open to the LESSOR to deal with the allotted plot taken by it under the rights conferred on it as per Clause 7.2 and Clause 12.2 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 LESSEE to compensation and the LESSEE has no right to interdict the same.

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- 4.3 The LESSOR shall have the power to grant extension of time, subject to such conditions as may be imposed to the LESSEE in all matters which are required to be done or completed within the prescribed time, under this deed by imposing suitable penalties as per the prevailing policy of the LESSOR.
- 4.4 The LESSOR or persons authorised by it shall have the right to enter upon and inspect the said allotted plot, during the currency of the lease at all times.
- 4.5 The LESSOR shall obtain the Environmental Clearances wherever applicable, DTCP approvals and other necessary statutory clearances for the Industrial Parks.
- 4.6 The LESSOR 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 by way of policy decisions and office orders/circulars which shall be published as and when imposed, which shall be binding thereon.
- 4.7 The Lease Deed shall be executed in two counterparts. The LESSOR shall hold the registered lease deed, on which full stamp duty has been paid, in its safe custody and other copy of registered lease deed shall be held by the LESSEE.

# 5 CONSTRUCTION AND MAINTENANCE

5.1 The LESSEE shall construct all the buildings in the allotted plot, in conformity with the bye-laws of the local body and/or development and control regulations, building regulations in force from time to time, environmental laws, as well as any other laws, rules and regulations in force relating to the construction and use of premises.

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- 5.2 All survey and other marks demarcating the boundaries of the plots, structures and installations shall be properly preserved and kept in good condition by the LESSEE, at all times. Where more than one allottee is concerned with the same boundary marks and structures the LESSOR shall allocate this obligation suitably.
- 5.3 No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.
- 5.4 No construction with Katcha or inflammable materials will be permitted on the site allotted.
- 5.5 A setback of not less than 5 meters shall be left open to the sky, within the periphery of the plot on all sides.
- 5.6 The provision of any culvert across common drains must be got approved by the LESSOR.
- 5.7 Water lines should be designed in such a way that they are connected to the common lines of the LESSOR which will serve the plot.
- 5.8 The LESSEE should make its own arrangements to drain the rainwater from its plot into the common road drain provided by the LESSOR.
- 5.9 The LESSEE shall have to make its own water supply arrangement till implementation of the TTRO water supply system by LESSOR. The LESSEE shall not sink any well, bore well or tube well within the site allotted except with the prior permission of LESSOR, subject to the conditions as applicable. If any such well exists already in the plot it shall be closed when the LESSOR supplies water from a common source. If any bore well exists already it shall be kept under the control of the LESSOR.

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5.10 LESSOR shall have the right to lay pipelines, 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 allotted plot without payment of any compensation or rental etc, to the LESSEE.

5.11 The LESSEE shall not draw water from their own Borewell/openwells/tubewells sunk in private lands adjacent to SIPCOT Industrial Park, through pipeline unauthorizedly trespassing into SIPCOT premises. If at any time, such trespass is found by LESSOR, penalty shall be levied as per the prevailing policy of the LESSOR and such trespassed water line shall be severed by the LESSOR and the same shall be removed by the LESSEE.

5.12 The LESSEE 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 LESSOR.

## **6 ENVIRONMENTAL COMPLIANCES**

6.1 The LESSEE has to make its own arrangements to treat the effluents solid/liquid to the required standards of the Competent Authorities and to regulate emissions and prevent fire hazards and comply with all the regulations in this regard.

6.2 The LESSEE shall not dump debris or any waste harmful or harmless materials within LESSOR's premises.

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- 6.3 The LESSEE shall not, at any time during the currency of the lease, cause or permit any nuisance in or upon the said allotted plot and in particular shall not use or permit the said allotted plot to be used for any purpose, which may be obnoxious or injurious or offensive by reason of deposits of solid matter or by harmful emissions or fire hazards or which may cause permanent damage to the allotted plot. The LESSOR shall have full right to prohibit or regulate these matters at all times.
- 6.4 The LESSEE shall carry out and comply with all conditions stipulated in the statutory Approvals/Clearance/NOC obtained from the Competent Authorities from time to time. In case of non-compliance of the LESSEE to such conditions, the same shall be communicated to the Cornpetent Authorities to take remedial action

# 7 BANKING, MORTGAGE AND LOAN

7.1 It shall be open to the LESSEE to ask for in writing and the LESSOR to grant a `No Objection' certificate, with or without conditions, to enable the LESSEE to mortgage its leasehold rights at any time after taking possession for obtaining financial assistance from Financial Institutions and banks for implementing the project in the allotted plot. NOC may also be asked for the projects implemented under the same legal entity of the LESSEE, provided the project in the said plot is implemented. The LESSEE shall not offer the allotted plot as a collateral security to avail loan for other purposes/sister concern etc.

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- 7.2 The leasehold rights of the allotted plot shall not be sold or attached and sold in satisfaction of attachment of any debt(s) by the LESSEE and if it so happens or is likely to happen without the knowledge of the LESSOR, the LESSOR shall be entitled to determine the lease and initiate proceedings under the provisions of the Tamil Nadu Public Premises (Eviction of Unauthorized Occupants) Act, 1975 or under any Statute for the time being in force for eviction against the LESSEE as well as for any other mode of recovery in force at that point of time as prescribed by law.
- 7.3 If the LESSEE fails to comply with any of the terms and conditions of the allotment order or of this lease deed, the NOC issued by the LESSOR in favor of the LESSEE for mortgaging the leasehold rights with the Financial Institutions/Banks shall stand cancelled and a copy of the notice mentioned in the Clause 12.1 shall be communicated to the Financial Institutions/Banks.

# 8 SUBLEASE AND ITS CONDITIONS

- 8.1 The LESSEE can sublease their built-up area for permitted industrial activity as per the prevailing office order/circular of the LESSOR, for a period of five years and renewable for every three years thereafter. The LESSEE shall pay the subleasing charges upfront annually at the rates specified in the prevailing office order/circular of the LESSOR.
- 8.2 The LESSEE shall communicate to the LESSOR of the sublease agreement entered into with the SUBLESSEE and the Self Declaration Form indicating the actual extent sub-leased, within 30 days from the date of the sub lease agreement/ date of sub leasing whichever is earlier. Any suppression of facts shall attract penalties as per the prevailing office order/circular of the LESSOR.

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8.3 Further, if the LESSEE has implemented the project, LESSEE shall be permitted to construct Plug& Play Facility/Warehouse in the balance unutilized area and sub-lease the same, subject to remittance of applicable sub-leasing charges as per the prevailing office order/circular of the LESSOR.

### 9 TRANSFER OF LEASEHOLD RIGHTS

- 9.1 In an event where LESSEE wishes to transfer the leasehold rights either in whole or in part, the same shall be proceeded with after obtaining prior approval from the LESSOR.
- 9.2 On such approval from the LESSOR, a modified lease deed shall be executed by the LESSOR with the transferee entity to the extent transferred by the LESSOR within the permitted period as per the prevailing policy of LESSOR.

# 10 CHANGE IN CONSTITUTION AND MANAGEMENT

- 10.1 The change in constitution in consonance with applicable laws, shall not be made without the prior approval of the LESSOR.
- 10.2 The change in management of the LESSEE entity shall not be made without the prior approval of the LESSOR. In such case, the LESSEE shall pay applicable transfer fee as per the prevailing Change in Management Policy of the LESSOR and a modified lease deed shall be executed and registered to that effect.

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- 10.3 However, if any change in the directors/partners/shareholders of the LESSEE entity does not result in change in management, such change shall be intimated within 30 days from the date of change and acknowledgement shall be obtained from the LESSOR. If there is any change in the name or the address of the registered office or administrative office of the LESSEE, the same should be intimated in writing to the LESSOR then and there along with the proof of such change.
- 10.4 In the event of demise of the LESSEE, in a proprietorship concern, the legal heir or legal representatives shall intimate the same in writing to the LESSOR within 90 days from the date of such an event.

#### 11 SURRENDER OF PLOT

- 11.1 The LESSEE may surrender the allotted plot or part thereof by executing/registering the surrender deed in favour of the LESSOR. In case of any existing mortgage of the allotted plot as stipulated in Clause 7.1, the LESSEE shall produce a "No Objection Certificate" or "No Due Certificate" from the concerned banks/financial institutions.
- 11.2 In case of any pending dues, charges, penalties to be paid by the LESSEE to any of the Competent Authorities and/or the LESSOR, the same shall be cleared by the LESSEE before executing the surrender deed.
- 11.3 Further, if any dues, charges or penalties are brought to the notice of the LESSOR after the execution of the surrender deed, the LESSEE shall be held responsible for clearing the same at any point of time after execution of the surrender deed.

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11.4 On such a surrender, the LESSOR shall make a payment computed as per the prevailing surrender policy of the LESSOR. No compensation for improvement of building or other structures erected in the plot shall be made by the LESSOR.

### 12 CANCELLATION AND RESUMPTION

- 12.1 The LESSOR reserves the right to serve 90-days show cause notice for cancellation of the allotment and forfeiting the amount remitted for the plot allotted, if it is found that the LESSEE is in non-compliance of the terms and conditions of the allotment order or of this lease deed including non-implementation of the project and/or having unutilized extent of the allotted plot and/or non-payment of dues.
- 12.2 Unless it is rectified by the LESSEE within a period of ninety (90) days from the date of show cause notice issued by the LESSOR, the LESSOR reserves the right to cancel the allotment and initiate proceedings for resumption of the plot or part thereof 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 against the LESSEE as well as for any other mode of recovery in force at that point of time as prescribed by law. In such an event, the LESSEE shall not be entitled for any compensation including plot cost, annual lease rent, interest and enhanced interest, compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the LESSEE to the LESSOR by virtue of this deed.

For Continental Engines Pvt. Ltd.

Auth and Signatory

PROJECT OFFICER
SIPCOT SHOOLAGIRI

12.3 In such case of resumption of the allotted plot or part thereof, the LESSEE shall remove the factory buildings, structures and fixtures located on the same, within the stipulated period as per the Acts and Statutes mentioned in Clause 12.2, failing which the LESSOR has the right to take possession of the same without paying any compensation for any of the factory buildings, structures and fixtures on the allotted plot or part thereof.

# 13 RENEWAL

- 13.1 If the LESSOR fails to provide utilities on account of a Force Majeure event as mentioned in Clause No.1.8, such failure shall not be construed as breach of its obligations under this Lease Deed.
- 13.2 The LESSOR, at the request and cost of the LESSEE 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 99 years on such covenants and provisions as may be mutually agreed to or as per the prevailing policy.
- 13.3 In case the LESSEE does not opt for renewal at the expiry of 99 years lease period, the LESSEE shall peacefully quit the allotted plot and deliver vacant possession to the LESSOR after removing the factory building, structures and fixtures without damaging the common amenities within a stipulated time. The LESSEE shall not claim any refund of any charges whatsoever.

For Continental Engines Pvt. Ltd.

PROJECT OFFICER SIPCOT SHOOLAGIRI

# 14 DISPUTE RESOLUTION, GOVERNING LAWS AND JURISDICTION

14.1 Any dispute or differences between the LESSOR and the LESSEE with regard to this lease deed shall be resolved amicably between the parties failing which such disputes shall be referred to a Sole Arbitrator. The Sole arbitrator shall be appointed by mutual consent of the LESSOR and the LESSEE as per the provisions of Arbitration and Conciliation Act 1996 or under any statute for the time being in force. This Lease deed shall be subject to the applicable laws of India and the courts in Chennai shall have exclusive Jurisdiction.

# **15 NOTICES**

15.1 Unless otherwise notified in writing with acknowledgement due, the address for notice/correspondence to either of the parties hereto shall be hereunder:

#### The LESSOR: STATE INDUSTRIES PROMOTION CORPORATION OF

#### **TAMILNADU LIMITED**

No.19-A,RukamaniLakshmipathy Road, Egmore, Chennai -08.

The LESSEE: M/s.Continental Engines Pvt. Ltd.,

Signatory

A-21, 9 Prithiviraj Road, New Delhi – 110003

15.2 All notices/correspondence shall be sent in writing by electronic mail or by facsimile or by post.

For Continental Engines Pvt. Ltd.

PROJECT OFFICER
SIPCOT SHOOLAGIRI

# 16 AUTHORISED SIGNATORIES

16.1 The signatories to this lease deed personally covenant that they are duly authorized to execute this lease deed on behalf of the respective party whom they represent.

### 17 ORDERS

17.1 The LESSEE at all times shall strictly comply with prevailing office orders/circulars issued by the LESSOR which shall be published from time to time and shall be binding on the LESSEE thereon.

#### **18 CONFIDENTIALITY**

d Signatory

18.1 The parties agree that no announcement regarding the LESSOR/ LESSEE and /or its business or the negotiations leading to this transaction will be made by the LESSOR/LESSEE to any third parties except to Court of Law and other persons who need to be aware of the transaction for the operation of the business of the LESSOR/LESSEE.

For Continental Engines Pvt. Ltd.

PROJECT OFFICER



#### SCHEDULE - A

(Description of the Industrial Park)

All that piece and parcel of land known as the SIPCOT Industrial Park ,Shoolagiri Comprising of about 1021.85. Acres of land situated in Nallaganakothapalli and Marudhandapalli Revenue Villages But in compact block within the Taluk of Shoolagiri Sub-Registration District of Shoolagiri in Krishnagiri Revenue District. The Industrial Park is bounded.

On the South By

:Nallaganakothapalli & Marudhandapalli Villages

On the North By

:Marudhandapalli & Settipalli Villages

On the East By

:Shoolagiri - Berigai Road (MDR-422) & Marudhandapalli

Village

On the West By

:Nallaganakothapalli Village & Marudhandapalli Village

For Continental Engines Pvt. Ltd.

Signatory

PROJECT OFFICER
SIPCOT SHOOLAGIRI

Document No..5.53. of 2024 of Book

Contains...5.6...Sheets.....Sheet

#### SCHEDULE - B

(Description of the property concerned in this lease)

(Value of the property Rs.30,92,30,000/-)

All that piece and parcel of land known as **Plot No:135** in the SIPCOT's Industrial Park, Shoolagiri within the village limits of Marudhandapalli Taluk of Shoolagiri Sub-registration District of Shoolagiri in Krishnagiri Revenue District containing by admeasurement **18.19 acres** or thereabouts and marked by Green Coloured boundary lines on the plan annexed hereto 49/1(pt), 58/1A1(pt), 58/1A2(pt), 58/1A3(pt), 58/1A4(pt), 373/1(pt),373/2(pt),49/2(pt),50/2A(pt),50/3(pt),50/2B(pt),51/7(pt),50/1A (pt),50/1B(pt),51/1(pt),51/4(pt),& 51/5(pt) bearing and bounded.

On the North By	Plot No 144.B & 134
On the South By	36m Wide Road
On the East By	26m Wide Road
On the West By	Plot.No.141

#### LINEAR MEASUREMENTS:

East to West on the North	368.06m
East to West on the South	368.06m
North to South on the East	200.00m
North to South on the West	200.00m

Total Extents are 73612.31 Sq M.

For Continental Engines Pvt. Ltd.

Registering Officer

PROJECT OFFICER SIRCOL SHOOLAGIRI

IN WITNESS WHEREOF Tmt. Umasankari .S, Project Officer acting for and on behalf of the LESSOR and Authorised Signatory, Thiru. Ajay Kumar acting for an on behalf of the LESSEE have hereunto set their hands on the day, month year first above written.

> Signature of LESSOR PROJECT OFFICER SIPCOT SHOOLAGIRI

WITNESS:

1. V. M. Lini Shoren

0. A /s. Poot/ Hosul

2. AL GLAK [MOHAN HOMAR FA (SIPCOT/ 3] 1607

Lut Kn Fegin

Signed and delivered in the presence of:

Signature of LESSEE

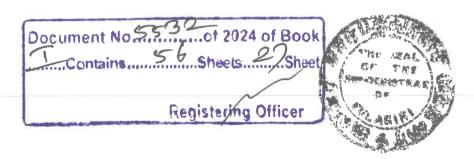
For Continental Engines Pvt. Ltd.

WITNESS:

DAZARY UHCIZORZ NACHAR RAMUN TIMA

H. NO-136, BHAI PARMANAND COLONY, DR. MUKHERJEE NAGAR, DELHI-09,

2. H. Bull SURVIL HUMBRINT SIO NOGAPP9, Rusfoling at NO.40, returningation Donkeen Kottol



IN WITNESS WHEREOF THE Common Seal of M/s. Continental Engines Pvt. Ltd., the LESSEE has hereunto been affixed on this Seventeenth day of August Two Thousand Twenty Four, Pursuant to the Resolution of the Board dated 08.07.2024 in the presence of Authorised Signatory, Thiru. Ajay Kumar of the company.

#### IN PRESENCE OF:

For Continental Engines Pvt. Ltd.

This Air Ivers Author

1. Thiru. Ajay Kumar Authorised Signatory

S/o.Thiru. Mahendra Nath Pandey

J-502,5th Floor, Golf Course Extension Road,

Sector-66, Emaar palm drive, Islampur(97),

**Gurgaon South City II, Gurgaon,** 

Haryana 122 018

For Continental Engines Pvt. Ltd.

Authorized Signatory

PROJECT OFFICER
SIPCOT SHOOLAGIRI

Document No.553 of 2024 of Book
Contains Sheets Sheet

Registering Officer

# SIPCOT INDUSTRIAL PARK, SHOOLAGIRI

PLOT. No : 135

EXTENT 18.19 AL

VILLAGE : MARUDHANDAPALLI

SURVEY No: 49/1 (M), 58/1A1 (M), 58/1A2 (P 58/1A3 (PH), 58/1A4, 373/1 (PH), 373/2 (Pt. 49/2 (PH), 50/2A (PH), 50/3 (PH), 50/2B (1 51/7 (PH), 50/1A (PH), 50/1B (PH), 51/1 (PH 51/4 (PH), \$51/5 (PH).



ALL DIMENSIONS ARE IN "METRE"

For Continental Engines Pvt. Ltd.

Document No5 5 3 of 2024 of Book Sheets Sheets

Registering Officer

PROJECT OFFICER



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF CONTINENTAL ENGINES PRIVATE LIMITED HELD ON MONDAY, JULY 8, 2024 AT THE ROOM, WING 1 AND WING 2, CENTRAL PARK-II, SOHNA ROAD, SECTOR-48, GURUGRAM-122018

#### DELEGATION OF AUTHORITY FOR IMPLEMENTATION OF NEW PROJECT

"RESOLVED THAT Mr. Shiv Bakshi, Managing Director, Mr. Tejveer Sidana, Director and Mr. Rajagopal Sankaraiah, Mr. Rajesh Kumar Soni and Mr. Ajay Kumar, Authorised Representatives of the Company (collectively referred to as 'the Authorised Directors and Representatives') be and are hereby severally authorised to negotiate and acquire parcels of land at SIPCOT Industrial Park at Shoolagiri-Krishnagiri District or such other land as may be decided by Mr. Shiv Bakshi, Manging Director, by way of purchase, lease or otherwise for setting up the project in auto components business and to sub-lease the said plots of land and any structures built thereon.

RESOLVED FURTHER THAT the Authorised Directors and Representatives be and are hereby severally authorised to apply for registration of the land so acquired by purchase, lease or otherwise, in the name of the Company under the Registration Act, 1908 and other applicable laws and to appear before the concerned Sub-registrar of Assurances and other relevant authorities from time to time for registration of the land acquired.

RESOLVED FURTHER THAT the Authorised Directors and Representatives be and are hereby severally authorised to apply for and obtain various licenses, consents, permissions and approvals for setting up the said project and for acquiring the land referred above by way of purchase, lease or otherwise.

RESOLVED FURTHER THAT the Authorised Directors and Representatives be and are hereby severally authorised to sub-lease the plots of land referred above along with structures thereon to any subsidiary of the Company or any other entity as may be decided from time to time.

Registering Office

Continental Engines (P) Limited

(Formerly Known as Continental Engines Limited)

CINU74110DL1996PTC081210

Registered Office: A-21 o Prithviraj Road, New Delhi-110003. Corp. Off: The Room, Why 2 and Wing 1, Central Park II, Sector 48, Sohna Road, Gurgaon

Factory: 240-241, Udyo, Vine, Phase IV, Gurugram - 122016
Machining Division: Arganil Collegustrial Area, Bhiwadi, Distt. Alwar, Rajasthan-301019, India. Foundry: SP-311B, 312, BICO Industrial Area, Bhiwadi, Distt. Alwar, Rajasthan-302019, India.

T +91-124-6895000W www.continental-engines.com

SIPCOT-SHOOLAGIRI



**RESOLVED FURTHER THAT** the Authorised Directors and Representatives be and are hereby severally authorised to execute such deeds, agreements, documents and other writings as may be necessary for the above purposes.

**RESOLVED FURTHER THAT** the Common Seal of the Company be affixed, if required, to such documents as may be necessary for the above referred purposes in the presence of any of the Authorised Director and Representatives who shall sign the same in token thereof.

**RESOLVED FURTHER THAT** the Authorised Directors and Representatives be and are hereby severally authorised to delegate the powers and authority granted above to such other persons as they may deem fit by executing the Power(s) of Attorney, Authority Letter(s) or otherwise and to take such other actions as may be necessary for giving effect to the above resolution."

For Continental Engines Private Limited

Tejveer Sidana

Director

**DIN**: 06913319

For Continental Engines Pvt. Ltd.

Document No5532 of 2

PROJECT OFFICER SIPCOT SHOOLAGIRI

Document No 553 of 2024 of Book
Contains 56 Sheets 1 Sheet

Registering Officer

Continental Engines (P) Limited

(Formerly Known as Continental Engines Limited)

CIN U74110DL1996PTC081210

Registered Office: A-21, 9 Prithviraj Road, New Delhi-110003.

Corp. Off: The Room, Wing 2 and Wing 1, Central Park II, Sector 48, Sohna Road, Gurgaon -122001

Factory: 240-241, Udyog Vihar, Phase IV, Gurugram - 122016

Ma chining Division: A-88, RilCO Industrial Area, Bhiwadi, Distt. Alwar, Rajasthan-301019, India.

Foundry: SP-311B, 312, RIICO Industrial Area, Bhiwadi, Distt. Alwar, Rajasthan-302019, India.

Signatory

T+91-124-6895000W www.continental-engines.com





SIP-HO/1549/2024-AC-EA

1/131992/2024

# Ref.No.P-I/SIP-Shoolagiri/CEPL/2024

Dt: 24.06.2024

#### ALLOTMENT ORDER FOR PLOTS

M/s.Continental Engines Pvt. Ltd., The Room, Central Park, Resorts, Sector 48 Shona Raod, Gurgaon – 122 018. .... / By RPAD /

Dear Sir(s),

Sub: SIPCOT Industrial Park at Shoolagiri – Krishnagiri District (B District) – Allotment of Plot Nos.133, 134, 135, 136, 137 & 144B measuring 18.00 acres - Orders – Issued.

Ref: 1. Your Online application dt.05.06.2024.

2. Allotment Committee Meeting dt.10.06.2024.

1

1.1 The following plot(s) in SIPCOT Industrial Park, Shoolagiri, Krishnagiri District (B District) is allotted on lease for a period of ninety-nine years for setting up an industrial unit for the manufacture of LPDC Products and GDC Products.

S.No.	Description	Particulars		
a)	Plot Nos.	133, 134, 135, 136, 137 & 144B		
b)	Total Extent of the Plot (in Acres)	18.00		
c)	Water Quantity (in KL)	200 KL per day		

1.2 The extent mentioned above is subject to such modification as may be necessary with reference to the measurements made at the time of handing over the site. The total amount payable will also stand accordingly modified.

For Continental Engines Pvt

Registering Offices

ROJECT OFFICER

(A Government of Tamil Nadu Under C CIN: U74999TN1971SGC005967

Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.

Phone: 4526 1777, Fax: 4526 1796 Website: www.sipcot.tn.gov.in



2

S.No.	Description		
Α	Plot Cost [ (i) + (ii) + (iii) ]	Amount	
***************************************	Amount towards plot extent allotted : Rs.30,60,00,000/- (18.00 acres x 170,00 lakhs )	Rs.30,60,00,000/	
(1)	Frontage Charges : NIL		
iii)	50% Capital Cost on Water Supply for the allocated quantity : NIL		
В.	Less: Initial Deposit paid		
C.	Balance amount Payable (A - B)	Rs.16,51,000/-	
Đ.	Caution Deposit (@ 5% on A above)	Rs.30,43,49,000/-	
Seed of	Additional Caution Deposit @ 5% for evaluation(18.00 acres x 170.00 lakhs x 5%)	Rs.1,53,00,000/-	
<b>.</b>	Lease Rent in Advance	Dr ton	
G,	Total Amount Payable (C+D+E+F)	Rs.100/- Rs.33,49,49,100/-	

(Rupees Thirty Three Crores Forty Nine Lakhs Forty Nine Thousand One ed only)

e Allottee shall pay caution deposit which shall be interest free and funded if the Allottee implements the project within the stipulated time as the Allotment Order/Lease Deed. The allottee shall pay additional 5% aution deposit (excluding 5% of caution deposit for implementation of the project within stipulated period) and shall be refunded only on implementation of the project for which the plot allotted based on evaluation, besides compliance of investment( Rs.50306.70 lakhs) and employment (2100 nos) mentioned in the application submitted vide reference 1st cited for allotment of plot within implementation period.

The Allottee shall pay a sum of Rs.100/- (Rupees One hundred only) towards 100% of the annual lease rent in advance. The annual lease rent is computed at Re. One per year for 98 years and Rs.2/- for the 99th year.

The Allottee 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. The Allottee shall pay water charges at the rate fixed by SIPCOT from time to time abiding by the terms of water supply agreement executed.

For Continental Engines Pvt. Ltd.

State Industries Promotion Corporation of (A Government of Tamil Nadu Undertaking) Authorized Signatory Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Sox No. 7223, Egmore, Chennai - 600 008. CIN: U74999TN1971SGC005967

Phone: 4526 1777, Fax: 4526 1796 Website: www.sipcot.tn.gov.in

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2.2



- 2.3 In the event of SIPCOT taking up any additional development facilities and/or in case of escalation in cost of development works in future, SIPCOT shall apportion such expenses among the Allottees of the Industrial Park on prorata basis. In such an event SIPCOT reserves the right to claim such apportioned expenses and the Allottee shall pay the same without any demur, within thirty (30) days from the date of issue of demand notice by SIPCOT.
- 2.4 Annual maintenance charges for the common amenities and facilities like roads, street lighting, sanitation, drainage, common buildings, avenue plants, parks etc., will from time to time be apportioned among the Allottees in the Industrial Park as per the prevailing policy. The Allottee shall pay the same without any demur within the period prescribed. Non-payment on due date will automatically entail an interest of 12% per annum or such other rate as may be prescribed from time to time.

The Participatory Infrastructure Development Programme is a scheme for progradation of existing infrastructure and provision of support infrastructure possible for the respective Industrial Park at the request of the Allottees/Association of Allottees in the Industrial Park. In the event of taking up of any such project under PIDP scheme by SIPCOT, the Allottee shall pay proportionate amount of 50% of the project cost as per the prevailing policy.

The Allottee shall pay all existing and future rates and taxes, charges, claims and assessments, chargeable against the Allottee or arising out of the acts of the Allottee in usage of the allotted plot and any building erected thereon and/or services received.

The Allottee shall bear all expenses in connection with the drawing of power from the main lines to the plot for the supply of electricity and/or any other support infrastructure facilities.

For Continental Engines Pvt. Ltd.

2.7

Document No. 5.5.3 2.01 2024 of Boo

PROJECT OFFICER

Ustries Promotion Corporation of Tamil Nado (A Government of Tamil Nadu Undertaking) Cin: U74999TN1971SGC005967



2.8 The Allottee shall not raise any claim or seek refund of any of the above charges except for the caution deposit as mentioned in Condition 2.1.

3

3.1 The Allottee shall comply with the conditions stipulated in col. (2) of the table within the period prescribed in col.(3) as under:

	S.no.	Condition	Time Period
	(1)	(2)	(3)
		Communicate the acceptance of this allotment order in the duplicate copy of this allotment order.	shall submit the acceptance copy of the
f Book	Officer	Pay 100% of the amount payable as 2 [G]	Within 30 days (Due Date 23.07.2024) from the date of this order failing which the allotment shall stand automatically cancelled and the initial deposit paid for the extent allotted shall be forfeited.
553 2 1 2024 of Book 56 Sheets 35 Sheets	Registering Of	Execute the lease deed in the prescribed format with the concerned Project Officer and register the same.	Within 45 days from the date of payment of amount as in 2[G]. If the Allottee fails to execute the Lease deed within the stipulated time, a penalty of 0.5% of the prevailing plot cost shall be levied for every 30 days beyond the stipulated time.
Document No. 553		Take over the possession of the plot in 'as is where is' condition from the Project Officer concerned.	Within 15 days from the date of execution/registration of lease deed. Failure to do so will entitle SIPCOT to cancel the allotment and execute the cancellation deed.

For CState Industries Promotion Corporation of Tamil Nadu Limited
(A Government of Tamil Nadu Undertaking)



e)	Implementation the project.	of	Within <b>36 months</b> from the date of this registration of Lease Deed. Failure will entail cancellation of allotment and resumption of the plot as per the Condition 10 of this allotment order, unless otherwise an extension of time is granted with penalty as per the prevailing policy of SIPCOT.
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4

- 4.1 The Allottee shall construct all the buildings in the allotted plot, in conformity with the bye-laws of the local body and/or development and control regulations, building regulations in force from time to time, environmental laws, as well as any other laws, rules and regulations in force relating to the construction and use of premises.
- 4.2 The allottee shall complete construction of building and implement the project within 36 months from the date of registration of lease deed. However, if the allottee requests for extension of duration for implementation of the project, SIPCOT shall grant extension of time subject to penalty as per the prevailing policy of SIPCOT. Failure will entail cancellation and resumption of the allotted plot.
- 4.3 No temporary or semi-permanent structure shall be built on the plot except during the period of construction or reconstruction in future.
- 4.4 No construction with Katcha or inflammable materials will be permitted on the site allotted.

4.5 A setback of not less than 5 metres shall be left open to the sky, within the periphery of the plot on all sides.

4.6 The provision of Box underst Nacross common drains my believed as SIPCOT.

Contains 56 Sheets 36 State of S

For Continental Engines Pvt. Ltd.

Registering Office

POJECT OFFICER

Industries Promotion Corporation of Tarais Nagar Limited

CIN: U74999TN1971SGC005967



- 4.7 The Allottee should make its own arrangements to drain the rainwater from its plot into the common road drain provided by SIPCOT.
- 4.8 Water lines should be designed in such a way that they are connected to the common lines of the SIPCOT which will serve the plot.
- 4.9 The Allottee 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 SIPCOT supplies water from a common source. If any bore well exists already it shall be kept under the control of SIPCOT.
- 4.10 The Allottee shall not draw water from their own Borewell/open wells/tube wells sunk in private lands adjacent to SIPCOT Industrial Park /Complex/Growth Centre, through pipeline unauthorizedly trespassing into SIPCOT premises. If at any time, such trespass is found by SIPCOT, penalty shall be levied as per the prevailing policy of SIPCOT and such trespassed water line shall be severed by SIPCOT and the same shall be removed by the Allottee

The Allottee shall preserve the manholes constructed if any in the 5 metre 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 SIPCOT.

SIPCOT or persons authorized by it shall have the right to enter upon and nspect the allotted plot during the currency of the lease at all times.

SIPCOT shall have the right to lay pipelines, sink bore wells or put up any acilities for common use within a strip of 5 meters left open on all sides within he periphery of the allotted plot without payment of any compensation or ental etc, to the Allottee.

For Continental Engines Pyt. Ltd.

**Industries Promotion Corporation of Tamil Nadu I** (A Government of Tamil Nadu Undertaking)

Authorized Signatory CIN: U74999TN1971SGC005967

PROJECT OFFICER

Rend, Office: 19-A. Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chestec 990 84400 LAGIRI

Phone: 4526 1777. Fax: 4526 1796 Website: www.sipcot.tn.gov.in

Document No.

5.2



- 5.3 With the consent of the Allottee, SIPCOT shall have the right of access into and utilising any portion of the allotted plot, as required at all times, for the purpose of laying pipelines, cables, underground drainages, channels, or providing such other common facility. SIPCOT shall have further right within the area of the allotted plot including the building standing thereon as and when felt necessary by SIPCOT, 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 plot in such area for the purposes of providing any common amenities or services for the Industrial Park/Complex/Growth Centre and the same may be done either directly by any person either generally or specially authorised by SIPCOT in this behalf and the Allottee agrees for the same.
- 5.4 SIPCOT 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 and for the benefit of the Industrial Park as a whole by way of policy decisions and office orders/circulars which shall be published as and when imposed, and such applicable office orders/circulars shall be binding on the Allottee.

6

6.1 The allotment order is issued to the Company consisting of the following Shareholders:

SI.No.		% of Shares
	TVI.	As on 03.06.2024
1	Amrajit Singh Bakshi	50.12
2	Amrita Bakshi	49.88
		1.00%

For Continental Engines Pvt. Lld

ed Signat

Registering Office

PROJECT OFFICER SIPCOT SHOOLAGIRI

State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking)
CIN: U74999TN1971SGC005967



/8/

- 6.2 The Allottee shall obtain prior approval from SIPCOT in the following aspects and shall pay applicable charges as per the prevailing policy of SIPCOT:
  - a) Change in Constitution of the Aliottee
  - b) Change in Management of the Allottee
  - c) Transfer of Leasehold rights either in whole or in part
- 6.3 The Allottee shall intimate SIPCOT within 30 days in respect of the change in the following aspects and obtain acknowledgement:
  - a) Any change in the address of the Registered Office or Administrative Office of the Allottee
  - b) Any change in the name of the Allottee
  - c) Any change in the directors/partners/shareholders of the Allottee, which does not result in Change in Management

The Allottee can sublease its built up area and shall pay the applicable subleasing charges as per the prevailing policy of SIPCOT. The allottee shall communicate to the SIPCOT of the sublease agreement entered into with the Sublessee and the Self Declaration Form indicating the actual extent subleased, within 30 days from the date of the sub lease agreement / date of subleasing whichever is earlier. Any suppression of facts shall attract penalties as per the prevailing Office Order / Circular of SIPCOT.

The Allottee has to obtain No objection letter from SIPCOT to mortgage the lease hold rights of the allotted plot for availing financial assistance after getting sanction letter from Bank / Financial Institution and the same will be considered subject to conditions as applicable.

The allottee has to make its own arrangements to treat the effluents solid / liquid to the required standards of the competent authorities and to regulate emissions and prevent fire hazards and comply with all the regulations in this regard.

For Continental Engines Pvt. Ltd.

8

8.1

Document No. 553 201 2024 of Boo

State Industries Promotion Corporation of Tamil Nach Corporation

**Authorized Signatory** 

(A Government of Tamili Nadu Undertaking)
CIN: U74999TN1971SGC005967

Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.

Phone: 4526 1777, Fax: 4526 1796 Website: www.sipcot.tn.gov.in



- 8.2 The allottee shall not dump debris or any waste harmful or harmless materials within SIPCOT's premises.
- 8.3 The Allottee shall install a sewage and waste water treatment and recycling plant and take steps to recover and recycle the waste water thereby achieve zero discharge as stipulated by TNPCB, besides adopting suitable measures for rain water harvesting.
- 8.4 The Allottee shall carry out and comply with all conditions stipulated in the statutory approvals/clearances/NOCs obtained from the competent authorities from time to time. In case of non-compliance of the Allottee to such conditions, the same shall be communicated to the competent authorities to take remedial action.
- 8.5 The Allottee shall furnish a copy of TNPCB approval and other statutory clearances / approvals for the proposed project before commencement of construction/production.
- 8.6 The Allottee shall furnish the copy of Udyog Aadhaar Memorandum for the proposed project after commencement of production.

9

9.1 The Allottee may surrender the allotted plot or part thereof by executing/registering the surrender deed in favour of SIPCOT. On such a surrender, the SIPCOT shall make a payment computed as per the prevailing surrender policy. No compensation for improvement of building or other structures exected in the plot shall be made by a factor.

For Continental Engines Pvt. I

Registering Offices

PROJECT OFFICER
SIPCOT SHOOLAGIRI

(A Government of Tamil Nadu Undertaking)



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- 10.1 SIPCOT reserves the right to serve 90-days show cause notice for cancellation of the allotment and forfeiting the amount remitted for the plot allotted, if it is found that the Allottee has not put to use the plot for the purpose for which it was allotted and is in non-compliance of the terms and conditions of the allotment order including non-implementation of the project and/or having unutilized extent of the allotted plot and/or non-payment of dues.
- 10.2 Unless it is rectified by the Allottee within a period of ninety (90) days from the date of show cause notice issued by SIPCOT, SIPCOT reserves the right to cancel the allotment and initiate proceedings for resumption of the plot or part thereof 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 against the Allottee as well as for any other mode of recovery in force at that point of time as prescribed by law. In such an event, the Allottee shall not be entitled for any compensation including plot cost, annual lease rent, interest and enhanced interest, compensation for any of the structures on the allotted plot or any refund of any amount that might have been paid by the Allottee to SIPCOT.

In such case of resumption of the allotted plot or part thereof, the Allottee shall remove the factory buildings, structures and fixtures located on the same, within the stipulated period as per the Acts and Statutes mentioned in Condition 10.2, failing which SIPCOT has the right to take possession of the same without paying any compensation for any of the factory buildings, structures and fixtures on the allotted plot or part thereof.

or Continental Engines Pvt. Ltd.

ate Industries Promotion Corporation of Tamil

(A Government of Tamil Nadu Undertaking)
CIN: U74998TN1971SGC005967

Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai - 600 808.

Phone : 4526 1777, Fax : 4526 1796 Website : www.sipcot.tn.gov.in

Document No. 55 32 of 2024 of Bool



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11

- The allottee is committed to bring the Eligible Fixed Assets (EFA) (a) Land 11.1 (18.00 acres) - Rs.3060.00 lakhs (b) Buildings - Rs.8000.00 lakhs (c) Plant & Machinery (New / second hand) - Rs.31700.00 lakhs (d) Total EFA -Rs.42760 lakhs and provide minimum employment of 50 persons within the investment period of four years, to avail 10% land cost incentive for the extent of land allotted as back ended subject to a ceiling of 20% of Eligible Fixed Assets. After completion of stipulated investment period, the allottee shall furnish a certificate for the EFA created and employment generated as defined in Tamil Nadu Industrial Policy 2021 during the said investment period duly certified by Statutory Auditors in case of companies and Tax Auditors in case of other legal entities to avail land cost incentive as mentioned above.
- The allottee shall furnish the following details for the proposed project 11.2 before execution of lease deed:
  - List of Directors and shareholders along with shareholding pattern of the company, as on date duly certified by a CA.
  - Certificate of Incorporation, Memorandum and Articles of Association of the Company.

The allottee shall furnish an undertaking on Rs.100/- non-judicial stamp paper to comply the conditions stipulated in the Environmental Clearance issued by SEIAA, Tamilnadu before execution of Lease Deed.

The allottee shall furnish an undertaking on Rs.100/- non-Judicial stamp paper to the effect that the proposed project shall not attract Environmental Clearance before execution of Lease Deed.

The allottee shall have to make their own water supply arrangement till implementation of the TTRO water supply system by SIPCOT.

All payments shall be made ONLY through SIPCOT online portal and website: payments made directly into SIPCOT - Project www.sipcot.tn.gov.in dffice/Head Office's Bank Account will not be considered as payment and will not be matched with the outstanding receivable from the Allottee.

For State Industries Promotion Corporation of Tamil Nadu L

(A Government of Tamil Nadu Undertaking) CIN: U74999TN1971SGC005967

PROJECT OFFICER

Phone: 4526 1777. Fax: 4526 1796. Website: www.sipcot.tn.gov.in.

19-A. Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai SIPCOR. SHOOLAGIRI

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13.1 SIPCOT at the request and cost of the Allottee at the end of the 99 years term, shall execute a new lease deed for a similar period of 99 years on such terms and conditions as may be mutually agreed to or as per the prevailing policy.

> Yours faithfully, K.SENTHIL RAJ MANAGING DIRECTOR

## Copy to

 The Project Officer, SIPCOT Industrial Park, Shoolagiri.

/ By Mail /

- 2. Allotment Cell.
- 3. Finance Dept.
- 4. IT Dept.

// FORWARDED BY ORDER //

Asst. Manager(P-I)

For Continental Engines Pvt. Ltd.

Whized Signatory

Document No. 553 of 2024 of Book

Contains 56 Sheets Sheet

Registering Officer

PROJECT OFFICER SIPCOT SHOOLAGIRI



State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking) CIN: U74999TN1971SGC005967

Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.

Phone: 4526 1777, Fax: 4526 1796 Website: www.sipcot.tn.gov.in



SIP-HO/1549/2024-AC-EA

1/144659/2024

## Lr.P-I/SIP-Shoolagiri/CEPL/2024

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M/s.Continental Engines Pvt. Ltd., ...... / By RPAD / Mail / The Room, Central Park Resorts, Sector 48 Shona Raod, Gurgaon - 122 018.

Sir,

Sub: Plot Nos.133, 134, 135, 136, 137 & 144B totally measuring 18.00 acres allotted at SIPCOT Industrial Park, Shoolagiri - Amendment to allotment order-Clarifications - Reg.

Ref: 1. Allotment Order dt.24.06.2024.

2. Your e-mail dt.26.06.2024.

3. Cir. No.23/2024, dt.10.06.2024.

Further to the references cited, we hereby issue amendment to condition No.2 with regard to Caution Deposit as follows and accordingly condition No.2.1 of the Allotment Order is not applicable:

Document No 5.5.3 20 2024 of Boo

S.No.	Description	Amount
A.	Plot Cost [ (i) + (ii) + (iii) ]	Rs.30,60,00,000/-
i)	Amount towards plot extent allotted: Rs.30,60,00,000/- (18.00 acres x 170.00 lakhs)	
li)	Frontage Charges : NIL	
iii)	50% Capital Cost on Water Supply for the allocated quantity : NIL	
В.	Less : Initial Deposit paid	Rs.16,51,000/-
C.	Balance amount Payable (A - B)	Rs.30,43,49,000/-
D.	Lease Rent in Advance	Rs.100/-
E.	Total Amount Payable (D+E)	Rs.30,43,49,100/-

(Rupees Thirty Crores Forty Three Lakhs Forty Nine Thousand One Hundred only)

Further, it is informed that as per Land Cost Incentive policy of SIPCOT in espect of the existing SIPCOT Industrial Parks in "A" & "B" Districts O.O.No.40/2021, dt.12.04.2021), the land allotment will be made at a normal allotment rate as applicable at the time of allotment and the land cost incentive at 10% of allotment rate per acre will be given only as back ended subsidy, subject to compliance of the condition no.3,1(3) & 11.1 of the Allotment

Order. For Continer es Promotion Corporation of Tamil N

(A Government of Tamil Nadu Undertaking) CIN: U74999TN1971SGC005967

SIPCOT SHOOLAGIRI zed Signatory Regd. Office: 19-A. Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennal - 600 008.

Phone: 4526 1777. Fax: 4526 1796 Website: www.sipcot.tn.gov.in



# SIP-HO/1549/2024-AC-EA SIPCOT

1/144659/2024

12/

As regards the Undertaking pertaining to Environmental Clearance, the same shall be furnished to comply with the conditions stipulated in the Environmental Clearance issued for SIPCOT Industrial Park, Shoolagiri and also that the proposed project to be implemented in the allotted plot shall be within the ambient of Environmental Clearance issued for SIPCOT Industrial Park, Shoolagiri.

We hereby enclose copies of the individual plot sketch of the following allotted plots along with combined sketch:

SI.NO.	Plat No.	Extent (In acres)
	133	
2	134	1.58
	135	1.68
······································	4.26	2.80
	137	3.25
0		en e
***************************************	Total	18.00

Please note that all the other conditions in the Allotment Order 1st cited remains unaltered.

Yours faithfully, K. SENTHIL RAJ MANAGING DIRECTOR

Enci: As above,

Copy to

The Project Officer,

SIPCOT Industria

Shoolagiri.

nt No 55 3 2 of 2024 of Boo

Contains 56 Sheets 45 She

// FORWARDED BY ORDER
Registering Officer

For Continental Engines Pvt. Ltd.

Asst. Manager (P-I)

State Industries Promotion Corporation of Tamil Nadu Limited

(A Government of Tamil Nadu Undertaking)

CIN: U74999TN1971SGC005967

Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chemps Office SHOOLAGIRI

Phone: 4526 1777, Fax: 4526 1796 Website: www.sipcot.tn.gov.in SIPCOT SHOOLAGIRI



SIP-HO/1549/2024-AC-EA

Lr.P-I/SIP-Shoolagiri/CEPL/2024

I/154152/2024

Dt:10-08-2024

M/s.Continental Engines Pvt. Ltd., / By RPAD / By Mail /

The Room, Central Park Resorts, Sector 48 Shona Road, Gurgaon – 122 018.

Sirs,

1

Sub: Plot Nos.133, 134, 135, 136, 137 & 144B totally measuring 18.00 acres allotted at SIPCOT Industrial Park, Shoolagiri - Amendment order issued - Req.

Ref: 1.Allotment Order dt.24.06.2024.

- 2. Amendment letter dt.21.07.2024.
- 3. Your e-mail dt.29.07.2024&31.07.2024
- 4. Your e-mail dt.06.08.2024.

With reference to your request 4th cited for change in plots and its alignment, we hereby issue following amendment to condition nos.1.1, 2 & 11.1 of the Allotment Order 1st cited and in respect of ondition no.2 of the Amendment letter 2<sup>nd</sup> cited, allotting 18.19 acres by combining the plots as a single plot and assigned the number as Plot No.135 (including Nilaviyal Odai to an extent of 0.05 acre), subject to the condition that the 'Nilaviyal Odai' rerouted along the northern periphery of Plot No.135 to be maintained 'as is whereis' condition and subject to remittance of balance plot cost of Rs.32,30,000/- towards additional extent of 0.19 acres in addition to 18.00 acres already allotted, vide ref.1st & 2nd cited and to remit Processing Fee of Rs.11,800/- (including GST@18%) within 30 days from the date of this amendment letter, besides furnishing an undertaking in Rs.100/- nonjudicial stamp paper to the effect that the cost to be paid to DTCP/local body for getting approval for revised layout consequent on the bifurcation of Plot Nos.140, 141 & 144, SIPCOT Industrial Park, Shoolagiri shall be borne by them as and when demanded by SIPCOT.

For Continental Engines Pvt. Ltd.

Document No. 5, 5, 5, 5, 2024 of Boo

PROJECT<sup>2</sup>OFFICER
Industries Promotion Corporation of Tamil NaugeLimiteu

(A Government of Tamil Nadu Undertaking)

CIN:: U74999TN1971SGC005967

Read: Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.





1.1 The following plot in SIPCOT Industrial Park, Shoolagiri, Krishnagiri District (B District) is allotted on lease for a period of ninety-nine years for setting up an industrial unit for the manufacture of LPDC Products and GDC Products.

S.No.	Description	Particulars
a.	Plot No.	135
b.	Total Extent of the Plot (in Acres)	18.19*
Ç.	Water Quantity(in KL)	200KLperday

<sup>\*</sup>including Nilaviyal Odai to an extent of 0.05 acre.

2

S. No.	Description	Amount
T A	Plot Cost[(i)+(ii)+(iii)]	Rs.30,92,30,000/-
	Amount towards plot extent allotted : Rs.30,92,30,000/- (18.19 acres x 170.00lakhs)	
ii)	Frontage Charges :NIL	
<b>X</b> 110	50%CapitalCostonWaterSupply for the allocated quantity :NIL	
₽ B.	Less: Initial Deposit paid	Rs.16,51,000/-
200	Amount payable (A-B)	Rs.30,75,79,000/-
VC.	Add: Lease Rent in Advance	Rs.100/-
D.	Total Amount Payable	Rs.30,75,79,100/-
⇒E.	Less: Amount remitted	Rs.30,43,49,100/-
L E	Balance amount Payable(D- E)	Rs.32,30,000/-

(Rupees Thirty Two Lakhs Thirty Thousand only)

1 The allottee is committed to bring the Eligible Fixed Assets (EFA)-(a) Land(18.19acres)- Rs.3092.30 lakhs(b) Buildings-Rs.8000.00 lakhs(c) Plant & Machinery (New / second hand) -Rs.31700.00 lakhs (d) Total EFA - Rs.42792.30 lakhs and provide minimum employment of 50 persons within the investment period of four years, to avail 10% land cost incentive for the extent of land allotted as back ended subject to a ceiling of 20% of Eligible Fixed Assets. After completion of stipulated investment period, the allottee shall furnish a certificate for the EFA created and employment generated as defined in Tamil Nadu Industrial Policy 2021 during the said investment period duly certified by Statutory Auditors in case of companies and Tax Auditors in case of other legal entities to avail land cost incentive as mentioned above.

For Continental Engines Pvt. Ltd.

tate Industries Promotion Corporation of Tamil Nadu Wim Authorized Sign Covernment of Tamil Nadu Undertaking) PROJECT OFFICER CIN: U74999TN1971SGC005967 SIPCOT SHOOLAGIRI Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Box No. 7223, Egmore, Chennai - 600 008.

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Document No. 55,3 of 2024 of Book



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Further, with reference to your e-mail 3 cited (29.07.2024) with regard to the changes sought for under SI.No.1 to 3, it is informed that we have already issued amendment letter, vide ref. 2 nd cited and in respect of SI.No.4, it is informed that the Clause No.7.1 of Lease Deed could not be changed as requested by you as the draft Lease Deed has been prepared in line with the format issued in our Circular (Cir.No.23/2024, dt.10.06.2024) based on the approval of the Board of SIPCOT at its meeting held on 16.05.2024.

Please note that all the other conditions in the reference  $1^{st}$  &  $2^{nd}$ cited Remains unaltered.

> Yours faithfully, K. SENTHIL RAJ MANAGING DIRECTOR

## Copy to

- 1. The Project Officer, SIPCOT Industrial Park, Shoolagiri.
- / By Mail /

- 2. Allotment Cell
- 3. IT Dept.
- 4. Land Acquisition Dept.
- 5. Planning Cell
- 6. Finance Dept.

// FORWARDED BY ORDER //

Contains 56

For Continental Engines Pvt. Ltd.

Registering Officer

(A Government of Tamil Nadu Undertaking)

CIN: U74999TN1971SGC005967

Regd. Office: 19-A, Rukmani Lakshmipathy Road, Post Eox No.7223, Egmore, Chennal - 600 00%.

Phone: 45261777, Fax: 45261796 Website: www.sipcot.tn.gov.in



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For Continental Engines Pvt. Ltd.

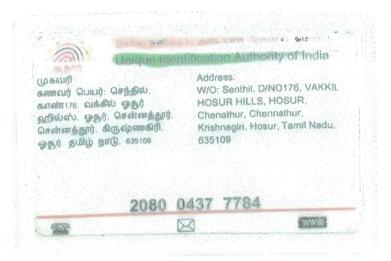
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PROJECT OFFICER
SIPCOT SHOOLAGIRI

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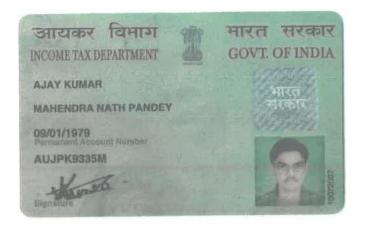




For Continental Engines Pvt. Ltd.

Auxiliary Signatory

PROJECT OFFICER
SIPCOT SHOOLAGIRI



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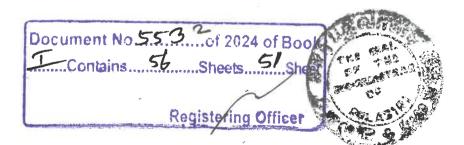
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For Continental Engines Pvt. Ltd.

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PROJECT OFFICER SIPCOT SHOOLAGIRI

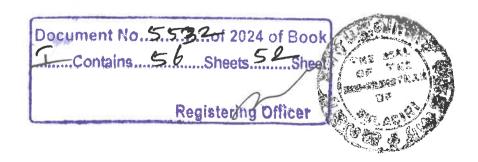


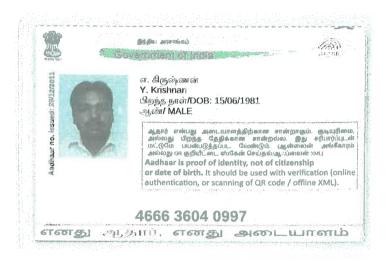


For Continental Engines Pvt. Ltd.

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PROJECT OFFICER
SIPCOT SHOOLAGIRI







For Continental Engines Pvt. Ltd.

Aux Dignatory

PROJECT OFFICER
SIPCOT SHOOLAGIRI



#### भारत सरकार GOVERNMENT OF INDIA



अमित कुमार रंजन AMIT KUMAR RANJAN

पिता : सिधु प्रसाद

Father : SIDHU PRASAD जन्म वर्ष / Year of Birth : 1983

पुरुष / Male



4334 3928 3392

आधार — आम आदमी का अधिकार



## मारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता: म0 न0 136 दूसरी मंजील, आई परमानन्द कालीनी, डॉ.मुखर्जी नगर एस.जो. नोर्च वेस्ट दिल्ली, दिल्ली, 110009 Address: H.NO. 136 SECOND FLOOR, BHAI PRAMANAND COLONY. Dr. Mukerjee Nagar S.O. Dr. Mukherjee Nagar, North Wast Delhi, Delhi, 110009









For Continental Engines Pvt. Ltd.

Auth Signatory

PROJECT OFFICER SIPCOT SHOOLAGIRI

Document No5.5.3...of 2024 of Book

Contains...5.6....Sheets....Sheet

Registering Officer

#### Duplicate (1)

### R/Soolagiri/Book-1/5532/2024

#### CERTIFICATE UNDER SECTION 16 OF THE STAMP ACT

I hereby certify that on the production of the Original instrument I have satisfied myself that the stamp duty of Rs. 61,84,610/- Stamp Duty Paid (Rupees Sixty One Lakh Eighty Four Thousand Six Hundred and Ten only) has been paid therefore.

Date: 17/08/2024

Sub Registrar: Soolagiri

Presented in the office of the Sub Registrar of Soolagiri and fee of ₹ 51,110/- paid at 12:31 PM on the 17/08/2024 by

Left Thumb







Additions as per recitals of document

Execution admitted by Left Thumb







Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No. : UKC:670025739ba19ea0794f6fbeb876b4a16cf522 (Details from UIDAI: Umasankari S W/O Senthil, 11-09-1981, xxxxxxxxx7784)



Claim admitted by Left Thumb





Identity of the person verified through Consent based AADHAAR Authentication using Thumb Impression with UIDAI reference No. : UKC:7188321577b61c6ef74c27b2bc33df969cc12b (Details from UIDAI : Ajay Kumar , 09-01-1979, xxxxxxxxx9908)



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## R/Soolagiri/Book-1/5532/2024

There is no difference between original and 1st duplicate

Compared by - Reader

Examiner

Date: 17/08/2024

Registered as Number R/Soolagiri/Book-1/5532/2024.

Sub Registrar: Soolagiri

Sivasankaran G
Sub Registrar: Soolagiri

Sivasankaran G
Sub Registrar: Soolagiri

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Registering Officer