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ANJANA SHUK! A ADVOCATE (NOTATE) Dist Gautam Budi waya'

For XPRO INDIA LIMITED

Vice President &

Ash: Manager (Ind) Greater Hoida Industrial Revolunmet Lutharity

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TUE CODY Attested ADVOCATE (NOTARY) Dist Gautan Budl Naga 1 6 APR 2019

For XPRO INDIA LIMITED

(U. K. SARAF) Vice President

34 20000 3000 an किन्य प्रचार्र अस्तिमान्यवर्गकीसमूख्यान लेखान का रिक्षावस तथा एगरे व्यान्त प्रत्राणि इ.स.मा इ.ट. 62.3664.2/हेस हैं 17 हारत हा भेरा माता शासिकाम प्राप्त गर्म में श्रीकार किया हिन्ती हैं हर्ष परि.चह हैं। था है से न का हिन न Sold Earth offer 111102 Tue Copy Attested ANJANA - MOLA ADVOCATE (NOTARY) Disti Gaulam Budh Nagat the state of the s

Noida Industrial Development Area, Distt.-Gautam Budh Nagar. THIS LEASE DEED MADE on the 121. day of . How in the year TWO THOUSAND TWO between Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the U.P. Industrial Area Development Act, 1976 (U.P. Act 6 of 1976) (hereinafter called the 'Lessor' which expression shall, unless the context does not so admit, include its successor and assigns) of the one part AND OR 1. Sri aged 2. Sri ____ aged Years S/o . 3. Sri 4. Sri S/o R/o ANJANA SHUKLA AdvocateVo Reg. No- 13303 Validity- 2022 G.B. Nagar Sri Sri S/o Constituting the registered partnership firm in the name of Sri · S/o Years R/o duly constituted attorney under the deed dated

Industrial Plot No. 32 Block No. - , Sector No. U. in the layout plan of Greater

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having head office at

For XPRO INDIST LIMITED Managing

d attorney of 111 Assu Aranager (Ind) Greater Noida Industria! Developmet Authority

co-operative societies Act, 1985/ and

ANJANA SHUKLA
ADVOCATE (NOTARY)
Distr Gautam Budh Nagar

Director/Secretary/duly constituted

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R'/0	\		

(hereinafter called the lessee which expression shall, unless the context does not admit, include his/her/their/it's heirs, executors, administrators, representatives and permitted assigns/it's successors and permitted assigns) of the other part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up an Urban and Industrial township.

And WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing industrial building/s according to building plan/s approved by the lessor.

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

ON THE NORTH BY	AS PER PLAN ENCLOSED
ON THE SOUTH BY	
ON THE EAST BY	
ON THE WEST BY	

period. When lease rent will be revised a supplementary deed will be executed.

(U. K. SARAF) Vice President

Greator de la Industria Devisionalet Authority

ANJANA SHUKLA

Validity- 2022

ANJANA SHUKLA
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II (a) The lessee shall pay to the lessor the premium of Rs. 6276 642/(Rs. 5127, Two less Seventy Circ thousand six hundred forty) we are shall only of which Rs. 322-6421/- RS. Thirty Two less Twenty thousand six hundred have been paid by the Lessee (the receipt whereof the lessor doth hereby acknowledges) and balance sum of Rs. 3.5.56000// (Rs. Thirty Cac /1/2 5/2 Thousand of) is to be paid by the lessee as mentioned in Balance 50% amount is half yearly installments along with the interest @ !4.% per annum from the date of issue of allotment letter. The interest to be compounded half yearly, the first installment falling due for payment on the 30th day of June or the 31st day of December, which ever falling earlier after the expiry of the period of six month next to the date of allotment of the demised premises and the remaining installments falling due consecutively as follows:

PART "8" (50% of the Premium amount of the Plot)

1.	3056001.	306-03
2.	30.5.60.1.	31-12-03
3.	3.5600.1-	306-04
4.	3.256981	31-12-04

(50 % of the premium of plot)

5.	305600).	30.6-05
6.	305.6001.	31-17.05
7.	3.054001-	30.6-06
8.	305600 -	31-11 06
9.	3056001-	3 - 6 - 7.
10.	305600	31-11-0.7



Provided that the interest shall be computed at the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment and shall be payable half yearly (As per payment plan enclosed with allotment latter) on the schedule mentioned above. Provided that if the installments together with the interest accruing thereon are not paid by or on the due date, Interest at the rate of 19..% compounded at six monthly shall be charged for delayed payment for delayed period.

- (b) The payments made by the Lessee shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent not withstanding any directions/request of the lessee to the contrary.
- (c) If Lessee makes default in payment of premium and interest for two consecutive installments the Lessor shall have a right to determine the Lease and to resume possession.
- III(1) That the Lessee shall not at any time carry on or permit to be carried on upon the demised premises any trade or business whatsoever or permit the same to be used for any purpose other than, manufacture Dor Linery for Refrigerator of without the consent in writing of the lessor. The written request of the lessee shall be disposed off within a reasonable period:

(2) The Lessee shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed either on the Lessor or the Lessee or the occupier in respect of the demised premises or the building to be erected thereon.

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INDIA LIMITED

For XPRO INDIA LIMITED

ADVOCATE (NOTARY) Dist Gautair Budh Naga

Asstille ... Grand Industrial Dovalopmet Authority

- (3) That the Lessee will pay unto the Lessor the said rent on the days in the manner here in before appointed for payment thereof.
- (4) After getting the building plan approved from the lessor within six months from the date of possession as per Building Regulations of the lessor and rules and directions issued under the U.P. Act No.6 of 1976, the lessee shall construct building on the demised premises. The lessee shall complete the construction of factory building and make the unit functional within a period of 36 months from the date of confirm allotment or within such extended time as may be allowed by the competent authorities of GNIDA in writing on the request of the lessee. The lessee shall obtain completion certificate from lessor within due period.
- (5)(a) The lessee shall be bound by the provisions of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) and rules and regulations framed and directions issued thereunder from time to time.
- The lessee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central or State Govt. to control the pollution and the lessee shall be governed by the State or the Central enactment on the subject.
- (c) The lessee shall comply with the rules, regulations and directions issued by the Central/State Pollution Control Board from time to time.
- (6) The lessee shall keep the factory building in good and substantial condition and shall permit the lessor and its agents to enter upon the demised premises to view the condition of the building and its appurtenances and give notice in writing to the lessee of any defects and want of repair. The lessee shall within three calendar months after receipt of such notice repair the building accordingly.
- (7) (a) That the Lessee shall provide and maintain at its own cost in good repairs a properly constructed approach road or path leading from the public road to the building to be erected on the said plot to the satisfaction of the Lessor.
- (b) The lessee shall keep the building material/wastes covered from public view.

(8). That the lessee shall not employ any process in the manufacture of item approved by the lessor which may cause environmental hazard, viz. atmospheric pollution, effluent, discharge, or in any form whatever. If in the opinion of the lessor there is any ANJANA SHLEDY iron mental hazard as stated here in before on account of any activity being carried out Advoint the demised premises, the lessor shall have the right to force the lessee to cease the Reg No- 1320 vity and take suitable measures as the lessor may deem fit.

G.B. Nagar That the lessee, may transfer, relinquish, mortgage or assign its interest in the OF depused premises or the building constructed thereon or both provided that no transfer shall be allowed/permitted in respect of a unit where a functional certificate has not been obtained.

Provided also that the lessee may with the previous permission in writing of the lessor (whose decision shall be binding on the lessee and which permission shall

For XPRO INDIA LIMITED

Vice President

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ADVOCATE (NOTARY) Dist Gautam Budh Nagar not be unreasonably withheld) relinquish, mortgage or assign its interest in the demised premises or the building constructed thereon or both;

Provided further that prior permission as aforesaid shall be necessary in the event of mortgage in favor of whether of the Government of Uttar Pradesh or Industrial Financial Corporation of India Ltd. or in favor of Uttar Pradesh Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or any Scheduled Bank, Pradeshiya Industrial and Investment Corporation of U.P.

- (ii) Every transfer, assignment, relinquishment, mortgage or subletting as referred to above shall be subject to and the beneficiary thereof shall be bound by all the covenants and conditions contained in this deed and be answerable to the lessor in all respect in the same manner as the original lessee.
- (10) (a) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transferor and the transferee shall within one month of such transfer, give notice of such transfer in writing to the Lessor.
- (b) In the event of the death of the Lessee, the person on whom the titles of the deceased devolves shall within three months of such devolution, give notice of such devolution to the Lessor.
- (c) The transferee or the person on whom the title devolves as the case may be shall supply to the Lessor certified copies or the documents evidencing the transfer or devolution.
- (d) If there shall be any breach of clause (a)(b) or (c) above and the breach is not remedied within a reasonable time even after a written notice to this effect, the Lessor may determine this lease.
- (11) If the lessee commits any act or omission on the demised premises resulting in nuisance, it shall be lawful for the lessor to ask the lessee to remove the nuisance within a reasonable period failing which lessor shall itself get the nuisance removed at lessee's cost and, damages charged from the lessee during the period of subsistence of nuisance.

ANJANA SHUK (12) That the Lessee shall have no option of determining the Lease and shall not hold the Advocatessor responsible to make good the damage if by fire, tempest, flood or violence of army 0-1330 mob or other irresistible force any material part of the demised premises is wholly or Validity- 2022 G.B. Nagar. Valentially or permanently unfit for building purposes.

- OF 133 (a) That the Lessee shall keep the Lessor indemnified against all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of any work.
 - (b) The damages under sub clause (a) above shall be assessed by the Lessor.
 - (14) That the lessee shall endeavor to employ the dependents/wards of farmers whose land has been acquired by the lessor to the extent it is feasible and dependents/wards have skills and capabilities as required by the Lessee.
 - (15) That the Lessee being a registered Partnership firm declares, and undertake that during the subsistence of the terms of this lease the said partnership shall not be dissolved, and reconstituted or wound up and/or dealt with in any way which may jeopardize the rights and interests of the Lessor in matter of his Lease, nor shall its constitution be altered. Provided that any change in constitution shall be intimated to the Lessor within 90 days of such change.

In case of Lessee, being a sole proprietorship concerns a change is effected in the r XPRO INIOPPSTITUTION thereof in any manner, then in such an event the Lessee shall inform the

Lessor in writing within 90 days of such a change.

(U. R. SARAF)

ADVOCATE (NOTARY) Dist Gautam Budh Nagar

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If the Lessee, being a company, makes or attempts to make any alterations whatsoever in the provisions of its Memorandum and Articles of Association or capital structure it shall inform, the lessor accordingly and the Lessee hereby undertakes to get the prescribed particulars of the change registered with the Registrar of Companies under Companies Act, 1956, within the stipulated period.

The Lessor may require the successor in interest of the Lessee to abide by and faithfully carry out the terms, conditions, stipulation, provisions and agreements herein contained.

Provided that the right to determine this deed for-breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India Ltd. or The Industrial Credit and Investment Corporation of India Ltd. or the U.P. Financial Corporation or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh Ltd. or Industrial Development Bank of India or any Scheduled Bank (including State Bank of India) and the said financing body or assign the mortgaged assets in exercise or right vesting in it or them by virtue of the deed or deeds executed in its or their favor by the Lessee as provided herein above or under any law for the time being in force without 30 days prior notice to such financing body.

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

- (A) Upon the happening of any one or more of the under mentioned contingencies;
- (a) If the lessee or any other person(s) claiming through or under such lessee commits breach of any of the covenants or conditions contained in this Deed and such breach is not remedied following receipt of a written notice from the lessor specifying the nature of breach and providing the lessee reasonable opportunity to remedy the breach;
- (b) If the lessee or any other person(s) claiming through or under such lessee fails and/or neglects to observe punctuality and/or perform any of their/its/his/her obligations stipulated under this Deed;
- (c) If the lessee or any other person(s) claiming through or under such lessee whether actually or purportedly transfers, creates, alienates, extinguishes, relinquishes, mortgages ANJANOT assigns the whole or any part of his right, title or interest whether in whole or any part thereof except in the manner stipulated in this Lease Deed;
 - (d) If the lessee fails to commence and also complete the construction of the building upon the demised premises in accordance with and within the time schedule provided for the said purpose in Clause III(4);
 - (e) If the lessee does not, for any reason whatsoever, put to use the demised premises with building within the time and the manner prescribed by the lessor, even after the service of a notice for the same;
 - (f) If the lessor falls into arrears of the premium to the extent of two installments of premium or rent or interest thereon or any part thereof,
 - (g) If the lessee is adjudged insolvent under any law by any Court of Law;
 - (h) If the lease is determined by the Lessor in the manner specified in this Deed;
 - (i) In the event of discovery of the fact that the lessee has furnished false and/or incorrect information/fact or concealed relevant and/or material information/facts and obtained allotment as a result thereof;

(j) In the event of non observance/non compliance of any of the terms stipulated in clause

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ANJANA SHUKLA
ADVOCATE (NOTARY)
Pist Gautam Budh Nagar
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It shall be lawful for the lessor without prejudice to any other legal rights or remedies available under the law, to re-enter the demised premises or any part thereof and thereafter this lease shall stand determined AND an amount equivalent to 20% of the total premium, or such other %age which may be prescribed from time to time, and interest at the rate prescribed in the allotment letter from the date of allotment on the total unpaid premium till the date of cancellation of allotment, shall also stand forfeited. The balance, if any, shall be refunded to the Lessee without any interest. In the event, the amount deposited till date of such forfeiture is less than the amount to be forfeited, the lessor shall have the right to recover such balance along with interest @.11.% compounded at every six months, from the lessee as arrears of land revenue.

Provided that the entire amount deposited by the lessee shall be forfeited by the lessor if the lease is determined on the ground mentioned in sub clause (i).

- (B) Whether or not any of the contingencies referred to in sub-clause (A) above have arisen, the decision of the lessor shall be conclusive and binding on the lessee.
- (C) In the event of determination of this Lease and, subject to the lessee paying/clearing all dues, premium, rent and interest thereon AND all the municipal taxes and/or assessments AND all damages accruing or accrued in favor of the lessor and after obtaining a no objection from the lessor, the lessee would be entitled to remove and appropriate to themselves all building, erections, structures, other machinery or movables within a period of 3 months or such other period which may be prescribed for such purpose by the lessor from time to time. Any failure on the part of the lessee to do the aforesaid, shall result in vesting of all such material, movable, building, erections, machinery in the lessor and in such an event the lessee shall then have no right to claim for refund/compensation or damages in respect of such property.
- (2) That the Chief Executive Officer of the Lessor or any person or persons authorised by him in that behalf in writing shall have the access to and the implied right and authority to enter upon the demised premises and building crected or to be erected thereon for being satisfied that the covenants and conditions contained herein have been and are being complied with properly and substantially.
- (3) (a) That the Lessor and the Lessee hereby agree that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or any other account whatsoever shall on the certificate of the Lessor which shall be final. conclusive and binding on the Lessee be recoverable as arrears of land revenue. ANJANA SHUKLA

Reg (b) 15 18 the lessor shall have first charge upon the demised premises for the amount of Valimpaid lease rent and interest thereon and other dues of Authority.

- (4) That will relaxation, concession or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
- (5) The entire legal expenses of execution of the lease deed including stamp duty and registration charges shall be borne by the lessee.
- (6)(i) All notices, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act No. 6 of 1976) or any rules or regulations made thereunder shall be deemed to duly served as provided under section 43 of the Uttar Pradesh Urban Planning and Development Act 1973 as reenacted and modified by the Uttar Pradesh President's Act, (Re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974);

(ii) In the event of any dispute with regard to terms and conditions of the lease deed the same shall be subject to the jurisdiction of District Court at Gautam Budh Nager where the For XPRO INDIA LIMITED

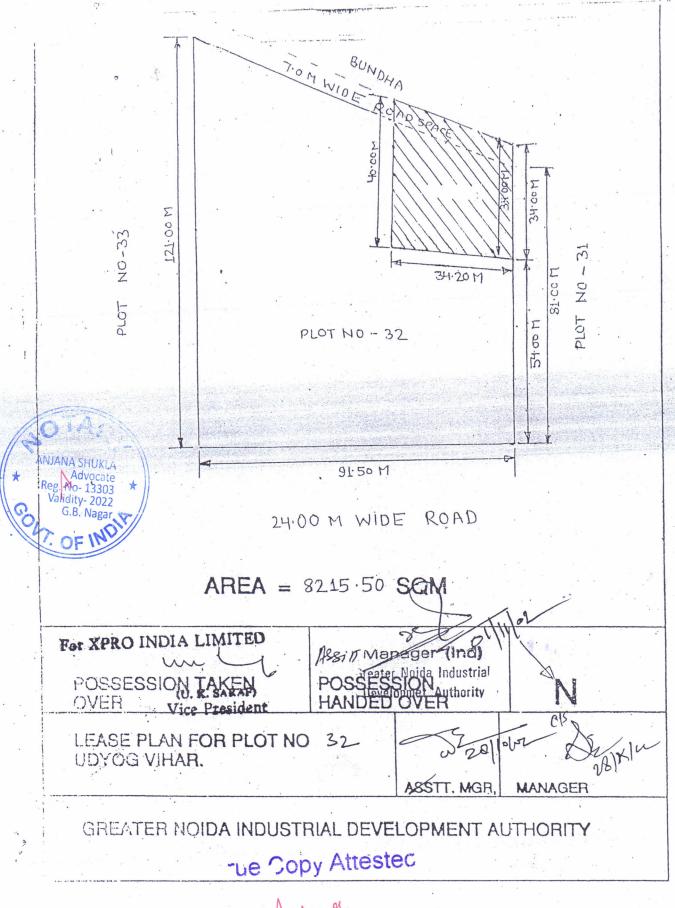
ANJANA SHUKLA ADVOCATE (NOTARY) Dist Gautam Budh Nagar

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(iii) If the lessee does not abide by the terms and conditions and building rules or any other rules and regulations framed by the Authority, the lease may be cancelled by the lessor and the possession of the demised premises may be taken over by the lessor. And the lessee in such an event will not be entitled to claim any compensation in respect thereof. (7) All powers exercised by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by him under this lease. Provided that the expression "Chief Executive Officer" shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the lessor with the functions similar to those of the chief Executive Officer. The date of Lease Deed Registration shall be reckoned as the date of possession. The Lessee shall have to take possession on the same day. (8) The enforceability, invalidity, or illegality of any provision in this Lease Deed shall not cause any of the other provisions of this Lease Deed to be unenforceable, invalid, or illegal. IN WITNESS WHEREOF the parties here to have set their hands the day and in the year first above written. Signed by for and on behalf of the Lessor Ash-Manager (Ind) Greater Noida Industrial Developmet Authority 1. Witness: Long Address: Crokula Devan Slo Sal P-G-Nair B3/2x mayer viher III Deshir 110 096 A State Kunus Slo Promen Dull Address: Ville cheely seter un Meloy For XPRO INDIA LIMITED for and on behalf of the Lessee ANJANASignedaby: No- 13303 (U. K. SARAF) lidity- 2022 Vice President G.B. Nagar 1. Witness: Lunden Address: -Chokula Devan Address: Aul. Manager (Ind) Greater Noida Industrial **Developmet Authority** FOR XPRO INDIA LIMITED "ue Copy Attested (U. K. SARAF) Vice President ANJANA SHUKLA ADVOCATE (NOTARY) Pist Gautam Budh Nagar 1 6 APR 2010

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ANJANA SHUKLA
ADVOCATE (NOTARY)
Distr Gautarr Budh Nagar