1422/2019

State Indian Loov



LEASE DEED

Industrial Area, Hasudiwas				
Plot No. 30 E Sector	11	-		
THIS LEASE DEED made	on the	20	-	day of
corresponding to Saka Samvat	year two th		2019	and
Industrial Development Comment		between §	State Infra	structure and
Industrial Development Corporation within the meaning of the Companies A	of Uttarakh	and Limited	(SHDCU	L), a company
of the Companies Ac	4 1936, and h	aving ite rani	otanad - Co	
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Regional Manager				
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6.	Shri/Smt./Km.	and deposits and the street in the second second					***
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Secreta	es Registration Act, 1860 ry/President of the said so andum of Association of the	or the re though	levant Stat Mr. authorised		nt, having	ed und g its of	er the fice at the of the
	and say sear station of the	said pocietà	/;		/		
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Mr. /		wł	no has been	duly auth	orised by	v a reso	lution
passed b	y the Board of Directors of t	he said Com	pany, in its l	Meeting help	don		
idmit, in	ter referred to as the "Lesse clude its legal heirs, execunay be), of the other part;	ee" (which e	expression.	hall unless	the contra	ext door	204 22
	Regional Manager	Ġ.	F	or Shree Sa	thib Ente	Porises	L.L.P.

WHEREAS:

	A. The State of Ultraral hand hand
	A. The State of Uttarakhand has conveyed title, rights and interest in the land admeasuring
	1905 g. who, Situated at Village Salempres R. Mahdood, Bandurah, District, Uttarakhand to the Lesson vide C. C. N.
	District, Uttarakhand to the Lessor, vide G.O. No. , including details of Khasra Nos specified in the construction is sued or
	setting up an Integrated Industrial Estate/Industrial Area and the said G.O., for the purpose of
	setting up an Integrated Industrial Estate/Industrial Area and the Jon the purpose of
	setting up an Integrated Industrial Estate/Industrial Area and the Lessor has subdivided the
	above land into plots and intends to grant leasehold right in such Subdivided plots for the purpose of erecting on each plot a factory/Unit, according to the Rules and Byelaws under the Factories Act, 1948 and building plans, as approved by the Communications.
4	ractories Act, 1948 and building plane as an army to the Rules and Byelaws under the
	competent authorities, as may be applicable
	B. The amount of premium manufactures and the same and th
	B. The amount of premium mentioned in Clause I hereinafter is provisional and the Lessee shall pay the additional premiums as hereinafter provided in Clause 3.24
The Residence	shall pay the additional premiums as hereinafter provided in Clause 2.2(a) and Clause 2.2(b), as
	C. The Lesson has a served
	C. The Lessor has agreed to grant of lease and the Lessee has agreed to take on lease a plot of land admeasuring 490 Candr, bearing Plot No. 77 E.
1	of land admeasuring 490 Gude, bearing Plot No. 20 E Sector 11
	industrial Area Haciduras
	District, Uttarakhand. The details of the said plot are described in Schedule A annexed hereto,
LOON	ubject to the terms and conditions hereinafter manufacturing Plashe fat Bolles
UNDOT	sper the design and building plan, approved by the Corporation A. incidental thereto ("the Unit"),
as	sper the design and building plan
Io	sper the design and building plan, approved by the Corporation/Municipal or other concerned cal authority, within the Industrial Area,
	District, Uttarakhand,
N.C	DWTHIS LEASE DEED WITNESSETHAS FOLLOWS:
1,	LEASE:
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	The state of the s
	admeasuring 440 19 m/r, bearing Plot No. 70 E
	admeasuring 490 19 wire bearing Plot No. 70 E, ("the Demised Land")
**************************************	Lessee and the Lessee hereby accounts the
	Ninety (90) years ("Term") from the data have to
	Nincty (90) years ("Term") from the date hereof, except and always reserving to the
(a)	
	(i) Within the period of Twenty Four (24) months from the date of letter of allotment of the Demised Land i elgladers, 2, 2 dephas (T.D.)
	TO A MAINTAIN AND A
	plant and machinery and commence production in its Unit.
	A CONTRACT OF THE CONTRACT OF
	Regional Manager For Shree Sahin Egjerprises L.L. (*)
	· A. Print Dev. Crop. of U.A. Ltd.

बही संख्या 1 रिजस्ट्रीकरण संख्या 1422 वर्ष 2019 Lease Lease(Exceeding 30 years) नवारामा २० : 3,250,000.00 रिक्ट्रिशन शुल्ला अस्ति वाचिक ₹0 50,000.00 प्रविभित्ति शाल्य ह नेब्द्राणिक प्रोसेटिंग गुल्का अस केम 20. 640,00 80,50,690,0 ₹0 50.00 बित्या २०: ०.०० श्री श्री साहिब इन्टरप्राइसेस एल एल.पी. द्वारा रजव हागार पुत्र श्री अशोक कुमार निवासी मंत्रं सी-47, शिवालिक एन्कनेव, भावतीय नगः, दक्षिण दिल्ला है आज दिनांक 20 Feb 2019 समय मध्य 3PM व 4PM की काराश्चित्र उपनिश्चर्याः हरिद्वार, प्रथम ने प्रस्तुत किया। भी साहित इन्दरप्राइतेस एल.एल.भी. द्वारा रजत उपनिबन्धन इस लेख पत्र का निष्पादन विलेख में लिखित बच्चों को सुन व समझवर भी कोस्तुम मिल (आर.एम. सिंडकुल हरिद्धार) पुत्र श्री छोटे लाल किय निवाहो भेजीच नागीलय सिंडकुल हरिद्धार, उत्तराखण्ड । ने नजराना मुझक्ति. 30 3,250 000.00 प्रलेखानुसार गर्म निष्पादन स्थाकार किया । इस जेखानगणी कियावन हितीय एक की भी साहे इन्टरप्राइसेंस एक.एक.पी. हारा एक कुनार पुत्र की शहर किया पास का भी साहे शिवालिक एन्यलेव, मालबीय तमर् बिहाण बिल्ली । ते भी स्वीकीर हिया। जिनकी पहचान भी मंजीतं सिंह / पुत्र भी गुरुकरण रहिंद्र निवासी क्षेत्रीय कार्जानर सिइकुल , हरिद्वार तथा भी उनेश कश्यम पुत्र भी चन्द्रमीत कृश्यम निल्हारी रोग्हान कालोनी, रावली महबूद, हरिद्वार ने की। उपान्यस्य लिस्हार, प्रथम 20-Feb-2019

(ii) However, in case the Lessee in unable to commence production in its Unit, within the Stipulated Period for reasons attributable to the Lessor or any State/Central Governmental authority or any local authority/body having jurisdiction on an application from the Lessee with supporting document, the Lessor shall extend the Stipulated Period, by such period (s).

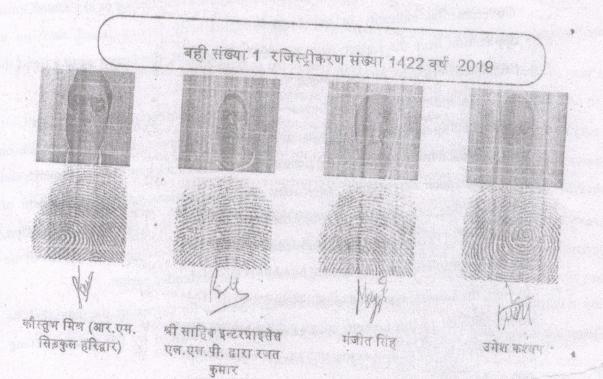
(iii) In addition, in case the Lessee is unable to commence production in its Unit, within the Stipulated, period for reasons not covered under the preceding sub-clause, on an application from the Lessee, the Lessor shall consider such application, on merits and may grant such extension(s), as it may deem appropriate, subject to payment of Extension Fee, as may be specified by the Lessor. In case, the Lessor grants extension, the Stipulated Period shall stand extended and thereupon the obligation hereunder of the Lessee to complete the building shall be taken to such extended period.

In case, the Lessor is inclined to reject the application for extension, the same shall be communicated to the Lessee, by a reasoned Order. Passed by the person, having authority, on behalf of the Lessor

- (iv) In case Lessor, takes a decision not to grant extension as envisaged in Clause 1.1 (a) (iii) above and determines this Deed, the Lessee shall be at liberty to remove and appropriate to itself all building, structures, materials and properties, if any, deposited by them, or their agents, in the Demiscot Land, after paying all dues, rent and all municipal and other taxes, rates and assessment dues, and any other dues, occurring to the Lessor as on the dated of such termination of Lease and to remove the materials from the Demised Land within sixty (60) days of the date of termination of this deed.
- (v) Notwithstanding any such default of the stipulation contained in Clause 1.1(a)(i) above and in case the Lessor proposes to determine the Lease as envisaged in Clause 1.1(a)(iv) above, the Lessor shall be given 60 days written notice to the Lessee, indicating its decision to determine the Lease and terminate the Lease Deed.
- (b) In case, any mineral is found in the Demised Land and the Lessor requires any part of the Demised Land, for the purpose of mining such mineral, the Lessee shall be entitled to compensation for such portion of the Demised Land or in case, if the Lessee, is unable to conduct its business, at its sole discretion, without the portion of the Demised Land required by the Lessor, the Lessee shall be entitled to lease of land, equivalent to the are

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For Shree Sahib Emerprises L.L.P.





प्रतिज्ञ एवं साक्षीगण भद्र प्रतीत होते हैं। सभी के अंगुष्ट चिन्ह नियमानुसार क्रिये गये हैं।

रजिस्ट्रीकर्ता अधिकारी / उप-निबंधक, हरिद्वार, प्र गम 20 Feb 2019 Lease, in an industrial area developed by the Lessor, suitable for the needs and requirement of the Lessee. Also, in case the Lessor requires the entire Demised Land for the purpose of mining minerals, the Lessee shall be entitled to lease of land for an alternate plot of land, equivalent to the area of the Demised Land, on the same terms and conditions as in the case of the present Lease, in an industrial area developed by the Lessor, suitable for the needs and requirements of the Lessee. In addition the Lessee shall be entitled to compensation, including towards cost of relocation.

PAYMENT AND TERMS OF PAYMENT: 2. The Lessee hereby agrees to pay an amount of Rs. 3812-50/- + Transfer lovy per square meter, 2.1 amounting to Rs. 2309/25/- (Rupees Twenty there lath Nine Thousand one hundred trenty fire only (only), for the Demised Land as provisional land premium. In addition, to the above, the Lessee hereby agrees to pay Locational Charges, if applicable, @ 5% of the provisional land premium (for plots situated on roads with width of 45 metres and above) and an additional 5% of the provisional land premium, towards plot having two or more side road. Out the provisional land premium, the Lessee has hereby paid, a part thereof, amounting 2.2 to Rs. 2309125/- (Rupees Only); the receipt whereof of the Lessor hereby accepts and acknowledges. The balance amount of the provisional land premium of Rs. My (Rupees only) for the Demised Land is to paid in _____ half yearly installment, along with interest @ _____ % per annum on the total outstanding provisional land premium for the Demised Land as on the date of payment of installment, from time to time as follows: (a) Rs onthe 20 (b) Rs (c) Rs on the 20 (d) Rs on the 20 Provided that if the Lessee pays the installments and the interest on the due dates and there are no over dues on any account the Lessor will grant to the Lessee, a lebate@3% per annum on the interest. For Shree Set is Enjoyment L.P Regional Manager

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(1) The interest on the installment of provisional land premium shall be payable
half-yearly on the 1" day of January and 1" day of July each year; the first of such
payment is to be made on the I "day of
(2) Liability for payment of the provisional land premium in the state of
solution to above, shall be deemed to have account from the feet
letter of allotment for the Demised Land;
(3) The payments made by the lessee will be first adjusted towards the interest due,
if any, and thereafter towards the Maintenance Charges, if any, and the balance, if any, shall be appropriated towards the
shall be appropriated towards the

shall be appropriated towards the provisional land premium and thereafter towards the annual lease rent notwithstanding any request by the Lessee in this regard.

2.3 In addition, to the provisional land premium, during the Term of the Lease envisaged herein, the Lessee shall pay an annual rent ("Rent") of Rs.

(Rupees

only), towards the Rent payable, for the current year computed pro rata, ending the 31st day of March [20___, if applicable, which amount the Lessor hereby accepts and acknowledges.

In case, the Rent is not paid in advance by the Lessee, on or before the 30th day of April [for the current year, the same shall carry interest @12% from the 30th day of April, till such rent is received by the Lesson.

2.4 The provisional premium mentioned in Clause 2.1 above, includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the land of which the Demised Land forms part of, and the estimated costs for laying for roads, parks and other public utility services, but should the final cost of acquisition of the whole of the said land or any part thereof goes up thereby increasing the land cost component of the plots carved out after development as aforesaid, the Lessor shall request the Lessee to make such proportionate additional premium amount and the Lessee shall upon receipt of intimation from the Lessor, which demand shall not be delayed beyond a period of three years from the date, the final of acquisition is determined, pay within sixty(60) days to the Lessor, the additional premium representing the difference in the land cost component finally determined as aforesaid and the land cost component of the provisional premium mentioned in Clause 2.1 above

Regional Manager

For Shree Sahib Enty prises L.L.P.

3. MAINTENANCE FEE:

That the Lessor is entitled to demand and receive from the Lessee, annual recurring 3.1 charge/fee, from the date hereof, or from the date issued of letter of allotment date 19/03/209 25/09/2018 Of the Demised Land to the Lessee, Whichever is later, for providing services to the Demised Land, including supply of water, maintaining roads, culverts, drains, storm water drains, sewerage, parks, and other common facilities and services indicating but not limited to waste water collection system & CETP ("Maintenance Service"). The charge/fee for providing Maintenance Service will be based on the actual total costs and expenses, to be incurred by the Lessor, in order to provide the same to the Industrial Area and the Lessee is required to pay charges, proportionate to the size of the Demised Land ("Maintenance Charges"). The Lessor will intimate in advance, the Maintenance Charges, payable for the calender year on or before January 31, of every year and the same shall be paid by the Lessee, on or before June 30 of every such year. In case of default in payment of Maintenance Charges, the Lessee is liable to pay interest @12% p.a. from July 1, of every such year till receipt of payment by the Lessor. In case, Maintenance Charges are not paid by the Lessee, for a Calendar year on or before December 31, of such years, at the discretion of the Lessor, such amount in default, can be recovered from the Lessee, as arrears of land revenue.

- 3.2 In case, majority of the lessee in the said Industrial Area for an Association/Society and on receipt of an application received from such Association/Society, seeking permission to provide Maintenance Service in the Industrial Area, the Lessor, in its sole discretion, subject to conditions as it may deem appropriate, may transfer to such Association/Society, the right and obligation to provide Maintenance Services in the Industrial Area.
- 3.3 In case, the right and obligation to provide Maintenance Service in the Industrial Area is transferred to the Association/Society, the Maintenance Charges remitted to the Lessor by the lessees in the Industrial Area, will be transferred to the Association/Society, by the Lessor.
- 3.4 Lesser in order to enable a hassle free given and clean environs, endeavors to develop special projects under private sector participation (PSP) model. To make such projects viable it shall follow Use pay or Polluter Pay the Principle wherein all units in IIE-Haridwar/Pantnagar leived Tariff based on Volume & Toxicity of effluent or sewage discharge by industrial units. Such Tariff schedule shall be notified by SHDCUL post award of such special project and shall be binding upon all units.

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For Shree Sahib Engranises L.L.P.

4. RIGHTS AND OBLIGATIONS OF LESSEE:

- That the Lessee will bear, pay and discharge, from time to time and at all times during the Terms of the Lease granted herein, all rates, taxes, charges, claims and outgoing chargeable against the Lessor, in respect of the Demised Land and assessment of every description which during the said Term which may be assessed charted or imposed upon either on the Lessor or the Lessee in respect of the Demised Land or building to be erected thereupon, by the Lessee.
- Area or other notified Local Bodies take over or cover this Industrial Area of the Lessor, the Lessee will be liable to pay and discharge all rates, charges, claims and outgoing, chargeable, imposed or assessed of every description, which may be charged, assessed or imposed upon them by the said Local Body, in respect of the Demised Land and the Lessee will abide by the rules and directives of such Local Body.
- 4.3 That the Lessee will neither make any excavation upon any part of the Demised Land nor remove any stone, sand gravel, clay, earth or any other materials(s) thereform, except so far as may be necessary for the purpose of forming the foundations of the building and compound walls and executing the works authorized and for leveling and dressing the Demised land, covered by this Deed.
- 4.4 The Lessee shall not at any time without the previous consent in writing of the Lessor, use the Demised Land or the buildings thereon or permit the same to be used for any purpose other than that of setting up the Unit and other activities ancillary and incidental thereto.
- 4.5 That the Lessee will keep the Demised Land and the buildings to be erected thereon at all times, in a state of good, substantial and sanitary condition.
- That the Lessee shall observe all rules and regulations regarding maintaining health and safety, as prescribed by the concerned authority and will not carry on or permit to be carried on the Demised Land any obnoxious trade of business whatsoever or use the same or permit the use of same for any religious purpose or any purpose other than for the purpose mentioned hereinbefore without the previous consent in writing, of the Lessor and the municipal or other local authority, as the case may be, subject to such terms and conditions as the Lessor/such Municipal or other local authority and the Uttarakhand State Effluents Board/Uttarakhand Water (Prevention and Control of Pollution) Board or any other authority may impose, from time to time. Further the Lessee will not do or suffer to be done, on the Demised Land or any part thereof, any act or thing which may be or become a nuisance, cause damage, annoyance or inconvenience to the Lessor or municipal or other local authority or occupiers of other

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For Shree Sahlo Enterprises t. L.P.

plots in the neighborhood.

- 4.7 The Lessee, shall at its own expense plant trees on the periphery of the Demised Land (one tree per 200 square metres and one tree at a distance of 15 meters on the frontage of Demised land, facing the road or part thereof) and shall maintain the trees so planted in good condition throughout the Terms, hereby created under these presents.
- 4.8 That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises, by building or in consequences of the execution of the aforesaid works and also against all payments whatsoever which during the progress of the work may become payable or be demanded by the Municipal or local authority, in respect of the said works or of anything done under the authority of the Lessee.
- 4.9 That the Lessee shall establish at its own cost an appropriate and efficient primary effluent treatment system/plant and shall ensure that it is ready and functional as per the norms and specifications, laid down or stipulated by the State Pollution Control Board or any other authority established by laws for the time being in force, before production in commenced in the Unit proposed to be set up on the Demised Land, covered by these presents. All effluents generated from the lessee's Primary effluent treatment plant shall necessarily be discharged in to the Waste Water Collection System set up by a private operator and treated at the CETP. No Lessee can use any other plant or process, whatsoever, for secondary and/or tertiary treatment of the effluents.
- That the Lessee at its own cost shall erect buildings, on the Demised Land in accordance 4.10 with the lay out plan, elevation and design and in a position to be approved both by the municipal/local authority and Lessor, in writing and in a substantial and workman like manner, building and other structures, to be used as Industrial factory with all necessary out houses, sewers, drains and other appurtenances and proper conveniences thereto according to municipal/local authority's rules and bye-laws in respect of building drains, latrines and connection with main water line and sewers and will commence such construction within a period of nine months from the date these present, or from the date on which physical of the Demised Land is handed over to the Lessee, which ever occurs later. Further the Lessor may in its sole discretion, grant such extension, at the request of the Lessee and the Lessee shall complete, the same fit for use and commence the manufacturing and production from the Unit, within the Stipulated Period from the date of these presents or the date on which physical possession of the Demised Land is handed over to the Lessee under these presents, whichever occurs later and within such extended time as may be allowed by the Lessor in writing in its discretion, on the request of the Lessce.

Regional Manager

For Shrea Sahib Emprorises L.L.P.

- Industrial Area of the Demised Land by covering it by root/permanent shed and other utilities required for the Unit as per approval of the Lessor within the specified period as contained herein, to the entire satisfaction of the Lessor. In case, of failure by the Lessee, to adhere to the stipulation herein above, the Lessor shall issue a notice in writing, in this regard to the Lessee and in case the Lessee, fails to rectify such breach(es), within a period of sixty (60) days from the date of receipt of such notice, the Lessor will have the right to revoke this Deed.
- That the Lessee will not make or permit any major constructions or erections or permit 4.12 to be erected any new building without prior permission of the Lessor and the municipal or other authority concerned, and in accordance with the terms of such permission and plan approved by the Lessor and the municipal/local authority requiring it so to do, correct such deviation as aforesaid, in writing, and if the Lessee fails to correct such deviation within a period of sixty (60) days from the receipt of such notice, then it shall be lawful for the Lessor or municipal/local authority, to cause such deviation to be rectified at the expense of the Lessee, which expenses the Lessee hereby agrees to reimburse to the Lessor and/or municipal/local authority, the quantum thereof, will be determined by the Lessor/municipal/local authority, as the case may be. The decision of the Lessor/municipal/local authority as the case may be in this regard shall be final and binding on the Lessee. The restriction contained above, is without prejudice to the rights of the Lessee, to carry out repairs, erections for the purpose of safeguarding or strengthening the existing constructions/buildings or for carrying out modernization/improvement, of the Unit.
- 4.13 That the Lessee will provide and maintain, at its own cost, in good condition a properly constructed approach road or path to the satisfaction of the Lessor/Municipal or other local authority, leading from the public road to the Demised Land.
- 4.14 That the members, directors, officers and subordinates or agents, surveyors, workmen and other authorized representatives/employees of the Lessor shall have access to the Demised Land and shall have the implied right and authority to enter upon the Demised Land and the building to be erected thereon, to inspect and view the state and progress of the works and for all reasonable purposes at all reasonable times, after given advance notice in writing to the Lessee.
- 4.15 That the Lessee will not erect any buildings, constructions or structures except compound wall, gates and security post(s) at any portion of the Demised Land within her Carloing has laws of Chocul SIDA feet from the boundary on sides thereof as marked in Schedule A hereto and shall not:

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For Shrea Sahib E (S)prises L L.P.

- (i) Destroy any part of the building or other structures contiguous/adjacent to the Demised Land; or (ii) Keep the foundation, tunnels or other pits in the Demised Land open or exposed to weather causing any injury to continuous or adjacent buildings, or (iii) Dig any pits near the foundation of any building(s) thereby causing any injury or damage to such buildings; (iv) Will not erect or permit to be erected at any part of the Demised Land any stables, sheds or other structures of any descriptions whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 4.16 That is Lessee shall seek and obtain insurance cover for the entire plant and machinery to be installed in the Demised Plot and shall continue to renew/seek and obtain insurance cover for the plant and machinery in the Demised Plot for the Term of this Lease. Further, the Lessee will submit to the Lessor, the copy of the insurance cover not and other documents/details in relation to such insurance cover, upon obtaining such insurance cover and upon every renewal, during the Term of this Lease.

5. RIGHTS AND OBLIGATIONS OF THE LESSOR:

The Lessor hereby agrees that the Lessee, subject to observing all the aforesaid 5.1 conditions, shall peacefully HOLD and ENJOY the Demised Land during the Term of the Lease without any interruption by the Lessor, PROVIDED THAT, upon any breach or non-observance by the Lesee or by any person claiming through or under the Lessee, any of the aforesaid covenants or conditions stipulated in Clause 2.2'2.3,4.11, and 6.1 herein, the Lessor shall give written notice of sixty (60) days to the Lessee, to remedy such breach or non-observance. In case, the Lessee does not remedy such breach(es) or observe such stipulation(s), indicated in the said notice, the Lessor shall be entitled to, notwithstanding the waiver of any previous case or right of re-entry, enter upon the Demised Land and re-possess it, as if this Lease had not been granted and thereupon this demise shall absolutely stand determined and the Lease stand terminated subject to the right of the Lessee to remove all buildings, fixtures, materials and properties, which have been erected, affixed or brought into the Demised Land, by the Lessee, at no cost to the Lessor, within ninety (90) days from the date of receipt of the communication from the Lessor, in respect of determination of the Lease In case, the Lessor desire to retain any building warehouse etc., the same may be retained by the Lessor, subject to payment of compensation to the Lessee.

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For Shres Sah & Enterprises L.L.P.

- 5.2 The Lessor does hereby convenant and agrees that before the expiry of the Term of the Lease envisaged in these present, the Lessee shall be entitled to remove all or any buildings, structures, plant and machinery and other materials/properties which at any time during the Term of this Lease, may have been erected or brought into the Demised Land, by the Lessee, without any claim from compensation whatsoever, from the Lessor.
- 5.3 The Lessor may allow any public utility service(s), such as electric posts or cables, other than towers/pylons and high voltage cable/lines, water supply and sanitary/sewarage lines, or telegraph/telephoen post(s) or cables to be taken through the Demised Land and the Lessee shall not be entitled to any compensation in respect of the same including compensation, if an, relating to the space occupied by such public utility services, PROVIDED THAT, before allowing such public utility service to utilise the Demised Land, the Lessor shall give written notice of sixty (60) days to the Lessee and also, the Lessor, while allowing such public utility service(s) to be taken through the Demised Land, will case only the minimum possible hindrance to the Demised Land ant/or structure or building standing thereon.
- That the Lessor will not exercise its option of determining the lease nor hold the Lessee responsible to make good any damages to the Demised Land or any part thereof, if the same is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes, if the same has been caused due to fire, tempest, earthquake, flood, inundation or violence of any army or a mob or other irresistible force or any Force Majeure Event:

6. BORROWINGS FROM BANKS AND OTHER FINANCIAL INSTITUTIONS:

- 6.1 That the Lessee shall arrange the required funds towards land premium, rent, construction of buildings/structures, installation and erection of plant and machinery and towards other financial needs, for operating the Unit. The Lessee is empowered to take loans/borrowings from Banks and other Financial Institutions or through and other source, on the security of the lease rights in the Demised Land and the Buildings, structures, plant, machinery and goods in trade etc.
- 6.2 That in case the Lessee commits any default in repayment of the borrowings, the lender for the purpose of recovery of its dues, shall have all the power to initiate appropriate proceedings against the Lessee, including eviction proceedings against the Lessee and

Regional Manager

For Shree Sahio Enterprises L.D.P.

shall entitled to seek and obtain transfer of lease rights to any other person or to occupy the Demised Land itself, subject to making payment of any outstanding dues and other charges penalties payable by the Lessee, to the Lessor.

TRANSFER OF LEASE: 7.

That the Lessee being an individual, declares, undertakes and affirms that during the 7.1 Term of this Deed, the Lessee shall not transfer, assign, create joint possession, or otherwise part with the physical possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without the written consent of the Lessor and subject to payment of transfer iees as per Land Disposal Regulations, as may be made applicable, from time in respect of the Industrial Area, wherein the Demised Land is located ("Transfer Fee"), by the Lessor. However, on the demise of the Lessee, the rights and interests of the Lessee in the Demised Land, shall be, transferred in the name of his legal heir, subject to production of a Death Certificate issued by the concerned Corporation/Municipality or local body, as the case may be, and a Succession Certificate, issued by the Court of Competent jurisdiction. In such case, the rights and interests to the Demised Land, under this Lease Deed, shall be transferred in favour of such successor in interest by the Lessor, without payment of any

OR

That the Lessee being a Sole Proprietor firm/registered/unregistered Partnership Firm/Society registered under the Societies Registration Act, 1860 or the relevant State enactment, declares; undertakes and affirms that during the Term of this Deed, the constitution of the Lessee shall not be altered or reconstituted, dissolved, or it shall not create possession of the Demised Land, which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, or create joint possession of the Demised Land, without the written consent of the Lessor and subject to payment of Transfer Fees, the Lessor; OR

That the Lessee being a private/public limited Company, declares, undertakes and affirms that during the Term of this Deed, the Lessee-Company shall not create and third party interests and/or rights in any part or whole of the Demised Land and/or assign any part or whole of the Demised land, in favour of any party(ies), which will have the effect of jeopardizing the rights and interests of the Lessor, in the Demised Land, without written consent of the Lessor and subject to payment of Transfer Fees to the Lessor;

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However, the use/occupation/enjoyment of any part of whole of the Demised Land including the Unit to be set up therein, by any group Company, subsidiary, affiliate of associate Company, Agent, Distributor, Dealer or Contractor of the Lessee-Company, or by operation of law, shall not be construed to be in contravention of the terms and conditions set out hereinabove, is in conformity with the use for which the Demised Land is demised, under these presents.

- 7.2 In case, the Lessee in desirous of assigning transferring or sub-leasing any part or the whole of the Demised land, the Lessee shall intimate the Lessor in writing of such intention to assign, transfer or sub-lease, setting forth the name and description of the parties in whose favour such right or interest is proposed to be created or assigned. The grant of permission by the Lessor hereof, will be subject to payment of Transfer Fees and Subject to compliance of the applicable Zoning Plan.
- In the event of mortgage or mortgages, without handling over physical possession of the Demised Land in favour, either of the State Government or the Industrial Finance Corporation of India or the Industrial Development Bank of India or the Life Insurance Corporation of India or the Industrial Credit and Investment Corporation or Industrial Reconstruction Bank of India or any nationalized Bank or Schedule Bank including State Bank of India and its Subsidiaries or Unit Trust of India or General Insurance Corporation and its Subsidiaries viz, National Insurance Company, United India Insurance Company, Oriental Insurance Company, United India Insurance Company or NSIC or SIDBI or trustees for debenture holders to secure loan or loans advanced by any of them for setting up on the Demised Land the Unit, the Lessee either furnishes to the Lessor any undertaking from the financial institutions as aforesaid that the entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from its own resources.

Provided further that if at any time, the financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets in the Demised Land in exercise of any right vested in it by virtue of the deed or deeds executed in its favour by the Lessee, at the time subsequent to taking the loan or loans or under any law, for the time being in force, the sale, lease or assignment will be subject to mutual consultation between the Lessor and the financing body or bodies mentioned above.

Provided further that, if the Lease of the Demised Land, is assigned/transferred by operation of law or otherwise during the Term hereby granted, the Lessee shall within sixty (60 days from the date of such assignment of transfer, deliver an intimation of such assignment or transfer to the Lessor setting forth name(s) and description of the party(ies), in case of every such assignment /transfer and the particulars and effect thereof together with every assignment/transfer, with document, effecting or



For Shree Sanib Eme priseq L.L.P.

evidencing such assignment or transfer and the documents as aforesaid accompanying the said intimation. In case, such intimation is not communicated within the specified period, without prejudice to the right of the Lessor to determine this Deed for breach of this covenat, the same shall entail a penalty of Rs. 500/- to be paid by the Lessee.

8. RECOVERY OF DUES:

All dues payable and recoverable in respect of this Deed including premium, rent, interest and Maintenance charges, shall be recoverable as arrears of land revenue under the Uttar Pradesh Public Money's (Recovery of Dues Act), as made applicable to the State of Uttarakhand or the statute or regulations, as applicable, at the relevant time.

JURISDICTION AND ARBITRATION: 9.

- The Courts in Dehradun alone shall have jurisdiction in relation to any proceedings, in 9.1 relation to the matters covered under this Deed.
- 9.2 All dispute and differences in relation to the applicability, interpretation, rights and obligations of the parties hereunder and/or arising under these presents, shall be referred to a Sole Arbitrator, to be nominated by the Managing Director of the Lessor. Within thirty (30) days from the date of receipt of a request for nomination of Sole Arbitrator, the Managing Director of the Lessor shall, nomination of Sole Arbitrator and issue communication in respect of the same to the parties. In case, the Sole Arbitrator is not nominated within the period stipulated hereinabove, the parties will be at liberty to invoke the provision of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto or enactment(s) in substitution thereof, for appointment of Sole Arbitrator.
- 93 The arbitral proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereto of enactments in substitution thereof.
- The arbitral proceedings shall be conducted in Dehradun, in English language and the 9.4 parties agree that, the arbitral award shall be binding and enforceable against the parties.

10. OTHER TERMS AND CONDITIONS:

- The allotee shall provide 20% employment to the permanent resident of Uttarakhand 10.1 State in their proposed unit.
- On expiry of the Term of the Lease, the Parties may extend the period of Lease unit, for 10.2 further period(s), on mutually agreeable terms and conditions. In case, the Parties do not extend the Term of the Lease, the Lessee shall deliver the physical possession of the Demised Land, to the Lessor. Prior to handing over physical possession of the Demised

For Shree Sahib Progress L.L.

Land, the Lessee shall have the right to remove materials and properties, brought into the Demised Land by the Lessee.

- 10.3 The Lessee shall be entitled to make arrangements with State Electricity Board or any other authority/Company providing power in the are, in which the Demised Land is construction/erection/commissioning, as per its requirements, on the terms and conditions as may be stipulated, by such State Electricity Board or any other authority/Company, in this regard.
- All notice, consents and approvals which are to be given and notification of any decision by the Lessor shall be in writing and signed on behalf of the Lessor, by the authorised person and the same shall be considered as duly served if the same has been delivered to in person, posted by registered post/speed post, even though returned unserved on account of refusal by the Lessee, addressed to the Lessee at the usual or last known place of business of office or at the Demised Land under these presents or at the address mentioned in these presents or if the same has been affixed to the office building upon the Demised Land. The Lessee will include SHDCUL Industrial Area in its address, in all its correspondence with the Lessor.
- 10.5 The Managing Director of the Lessor shall exercise all powers excisable by the Lessor under this Deed. The Lessor may authorize any other Officer or Officers of the Lessor, to exercise all or any of the powers exercisable by him under this Deed.

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

 10.6 That the determination of the Lessor is all powers excisable by the Lessor.
- 10.6 That the determination of this Deed shall in no way prejudice or affect the rights of the Lessor to recover from the Lessee, costs and expenses to rectify/restore, any damage which may have been caused to the Demised land by the Lessee or any one acting on its behalf, during the Term of this Deed.
- 10.7 This Deed sets forth the entire agreement and understanding between the Parties as to the subject matter hereof. Except as otherwise provided expressly herein, no modification, amendment or supplement to this Deed shall be effective and binding, for any purpose unless the same is in writing and duly signed by the parties hereto.
- 10.8 The rights granted or obligations assumed hereunder, shall not be assigned or transferred by the Parties, without the prior written consent of the other Party.

 10.9 No failure by either party.
- 10.9 No failure by either party to enforce any of the provisions of this Deed at any time or for any period of time shall be construed as a future waiver of such provisions of the right of the other party thereafter to enforce any of the provision of this Deed.

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- 10.10 Any provision of this Deed, which is prohibited or unenforceable in any jurisdiction, shall as to such jurisdiction, be ineffective to the extent of such prohibition or influenceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision, in any other jurisdiction.
- 10.11 The obligation of the Parties hereto shall be deemed to have been suspended and there shall be no liability for damages so long and to the extent that the performance of this Deed by either/both Party(ies) is/are prevented, hindered, delayed or otherwise rendered impracticable as a result of acts of God, War, riot, insurrection, labour disputes, embargoes or other governmental restrictions or for any other reason not within the reasonable control of the Party so affected, any such event, circumstance or condition being a "Force Majeure Event".
- 10.12 Section headings in this Deed are included herein for convenience of reference only and shall not affect in any way the meaning or interpretation of this Deed.
- 10.13 This Deed may be executed in counterparts, each of which when executed and delivered shall be an original and all of which when taken together shall constitute one and the same instrument
- 10.14 Nothing in this Deed, expressed or implied, is intended to confer on any person other than the Parties hereto, their respective successors and permitted assigns any rights, remedies, obligations of liabilities under or by reason of this Deed.
- 10.15 All expenses towards execution and registration of this Deed including stamp duty, registration charges etc, thereof shall be borne by the Lessee. IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

Region Phaneger

I. I. E. Haridwar State Infrastructure and Industrial Development Corporation of Uttarakhand Limited

Witness: Marjeet Singh Stu Gruschasan Stugh For Shree Salling Interprises L.P.
Witness: Supeul, Massiduras
For and on behalf of 1 2 Auth Signatory/Pastner

1.

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2. Witness:

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(Description of Demised Land as per Recital C)
All that piece of land known as Plant
All that piece of land known as Plot No 30 & Sector 11 in the Haridway Industrial Area, bearing Khasra No. within the village Limits of
Tehsil Handras within the village Limits of
Council of Hotal and within/outside the limits of Municipal
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containing by admeasurment 490 Sq. wife Squeare metres of thereabouts, and bounded by red colour boundary lies
thereabouts, and bounded by red colour boundary lines on the plan annexed hereto, that
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One or towards the West by Rotro 300
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State Infrastructure and Industrial Development Corporation of Uttarakhand Limited
Lessor
Signature For Shree Sahib Enterprises L.L.P
Name : Litt
Designation : Auth. Signatory/Partner
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INDIA NON JUDICIAL Government of Uttarakhand .

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Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SUBIN-UKUK123990496994320625099Q

SHREE SAHIB ENTERPRISES LLP

Article 35 Lease

PLOT NO- 30E SECTOR-11 HE SHDCUL HARIDWAR

32,50,000

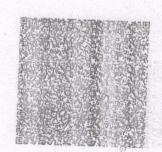
(Thirty Two Lakh Fifty Thousand only)

SIIDCUL HARIDWAR

SHREE SAHIB ENTERPRISES LLP

SHREE SAHIB ENTERPRISES LLP

(One Lakh Sixty Two Thousand Five Hundred only)



This stamp of Rs. 1,62,500/, altached to the lease deed executed between State Intrastructure & Industrial Development Corporation of Uttarakhand Ltd (SIIDCUL) and M/s Shree Sahib Enterprises LLP, for balance 90 years at rental of Rs. 5/- per sq. mtrs. being Rs 2450/- and land cost @ Rs. 3812.50/- per sq. mtrs + Transfel levy with premium of Rs. 23,09 125/-only regarding plot no. 308 sector 11 at tiE-Haridwar.

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For Shree Sahib precises L.U.P

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Consideration Price (Rs.)

First Party

Second Party

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SHREE SAHIB ENTERPRISES LLP

Article 35 Lease

: PLOT NO- 30E SECTOR- 11 HE SHOUL HARIDWAR

29.64.500

(Twenty Nine Lakh Sixty Four Thousand Five Hundred only).

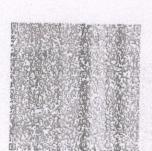
: SIIDCUL HARIDWAR

: SHREE SAHIB ENTERPRISES LLP

SHREE SAHIB ENTERPRISES LLP

75,000

(Seventy Five Thousand only)



Please write or type below this line.....

This stamp of Rs. 75000/- attached to the lease deed executed between State Infrastructure & Industrial Development Corporation of Uttarakhand Ltd (SHDCUL) and M/s Shree Sahib Enterprises LLP, for balance 90 years at rental of Rs. 5/- per:sq. mtrs. being Rs 2450/- and land cost @ Rs. 3812,50/- per sq. mtrs + Transfer level with premium of Rs. 23,09,125/-only regarding plot no. 30E sector 11 at IE-Haridwar.

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UP 0003864083

लीज डीड निष्पादन हेतु उल्लेख किये जाने वाले महत्वपूर्ण विन्दु :-

M/s Shree Sahib Enterprises LLP., Plof No. 30E Sector 11, SHDCUL, HE Haridwar

1. लीज की अवधि

- 90 वर्ष अवशेष (मूल आवंटन तिथि 19.03.2009 से)

2. हस्तांतरण मूल्य आवटन के समय

- 490 वर्गमीटर रु० 3812.50/- प्रति वर्गमीटर कुल मूल्य रु**० 1868125**/-

3. ट्रांसफर लेवी

- 490 वर्गमीटर रू० 6000 / प्रति वर्गमीटर का 15 प्रतिशत कुल मूल्य रू० 4,41,000 / -

4. प्रीमियम

~ ₹0 23,09,125/-

- 5. सिडकुल आईआईई, हरिद्वार में वर्तमान दर- रु० 6000-00 प्रति वर्गमीटर
- 6. स्टाम्प केल्कूलेशन (भूमि हेतु)...
 - (अ) 490 वर्गमीटर रु० 6000 / प्रति वर्गमीटर कुल मूल्य रु० 29,40,000.00
 - (ब) 490 वर्गमीटर पर 10 वर्ष का लीज रेन्ट @ Rs. 5/- रु0 24500.00

कुल योग अ + ब	रु० 29,64,500.00 का 5%
कुल स्टाम्प देयक रु०	= 1,48,225.00
राज्य स्टाम्प शल्क छट 50	% = 75 000 00

7. स्टाम्प केल्कुलेशन (भवन हेत्)

(अ) 250 वर्गमीटर पर लिंटर पोश हेतु रू० 13000/- वर्गमीटर के दर से कुल मूल्य रू**०** 32,50,000/- कुल स्टाप्प देयक रू० 1,62,500.00

नोट:- उत्तराखण्ड शासन वित्त अनुंभाग-- 9 के शासनादेश सं० 205(1)/2015//यू०ओ०-- 05/स्टाम्प/2015 दिनॉक 29 अक्टूवर, 2015 के अनुपालन में उद्यम स्थापना हेतु राज्य सरकार/क्षेत्रों से बाहर निजी उद्यमियों (सूक्ष्म, लघु एवं मध्यम उद्योग नीति, 2015 के तहत) प्रभार्य स्टाम्प ड्यूटी पर 50 प्रतिशत की छूट प्राप्त कर ली है।

अतः सूक्ष्म, लघु एवं मध्यम उद्योग नीति, 2015 के तहत 50% स्टाम्प ड्यूटी में छूट लेने के उपरान्त ई—स्टाम्प संव IN-UK97766128090066R रुठ 75,000/— का स्टाम्प मूल लीज पर संलग्न है। निर्मित भवन 250 वर्गमीटर लिंटर योश की वर्तमान दर रुठ 13000/— प्रति वर्ग मीठ की दर से स्टाम्प ड्यूटी ई—स्टाम्प संव IN-UK97765554506728R रुठ 1,62,500/— का स्टाम्प मूल लीज पर संलग्न है।



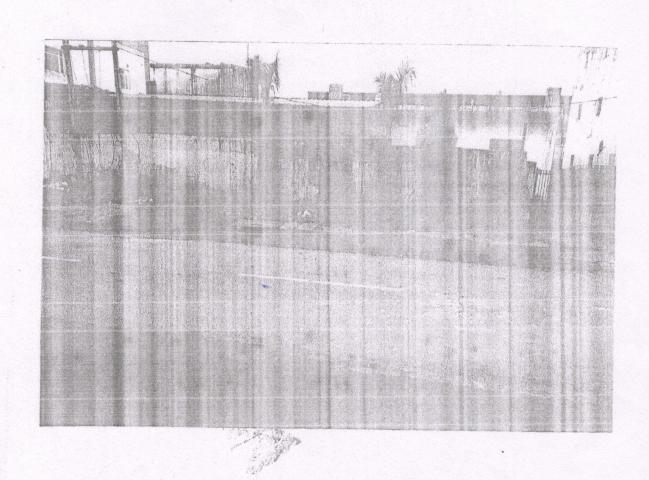
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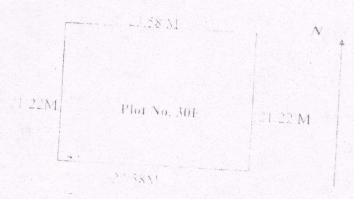
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वेकेता / प्रथम पक्ष	श्री कौस्तुभ मिश्र (आर.एम. सिडकुल हरिद्वार) पुत्र	Mr	OTHERS	AAHCS7324		ADHAAR:
	श्री छोटे लाल मिश्र निवासी क्षेत्रीय कार्यालय			R		948519400420
	सिङ्गुल, हरिद्वार, उत्तराखण्ड					
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	शिवालिक एन्कलेच, मालवीय नगर, दक्षिण दिल्ली					
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	क्षेत्रीय कार्यालय सिडकुल , हरिद्वार	(0,) (,				299969837427
।वाह	श्री उमेश कश्यप पुत्र श्री चन्द्रमोहन कश्यप	1	OTHERS			ADHAAR:
	निवासी रामधाम कालोनी, रावली महदूद, हरिद्वार	Min				946071656822

Deed Writer /Advocate Name :SIIDCUL

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Mes Shree Salub Enterprises LLP. Plot No. 30F Sector 11 HE SHDCUL Haridway



Area of land...490.00 sq.mtrs.

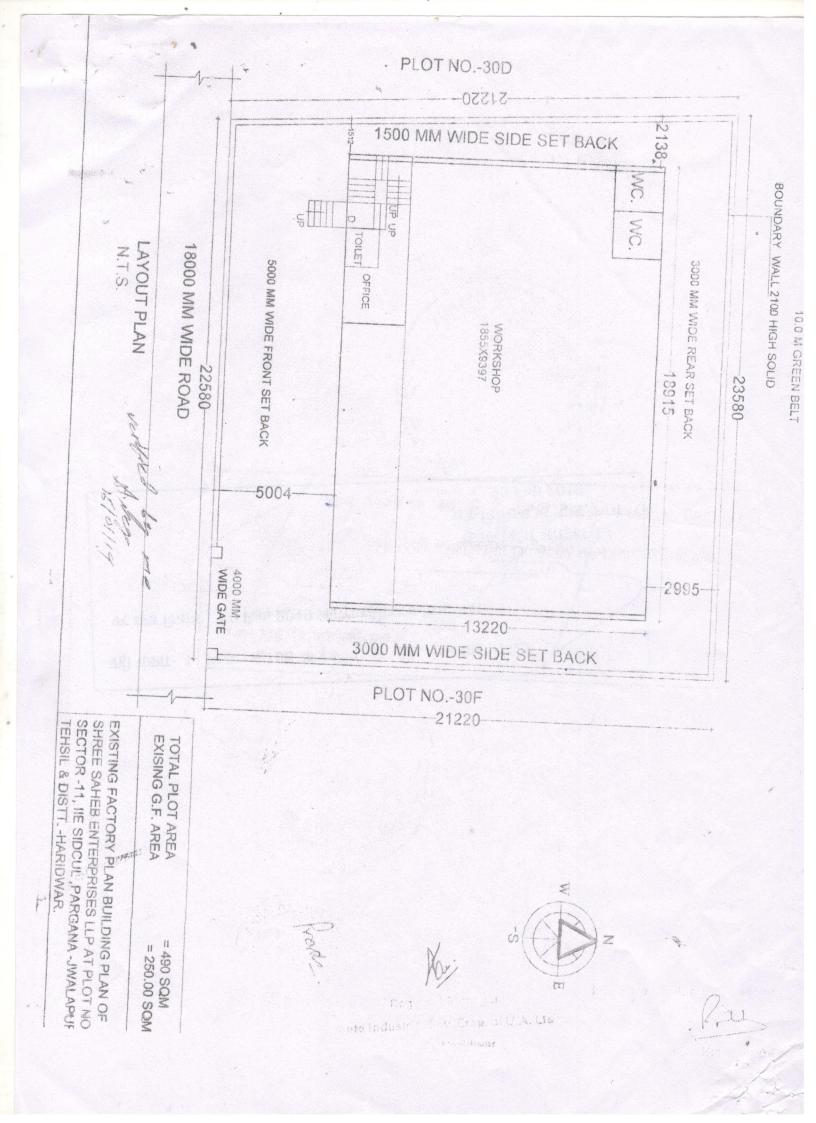
North 10M wide green belt, South- 18 Mir. Wide road, East - Plot No. 30F, West- Plot No. 30D.

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20 Feb 2019



STATE INFRASTRUCTURE & INDUSTRIAL DEVELOPMENT CORPORATION OF UTTARAKHAND LTD. Regional Office-IIE-HARIDWAR - 248001

Telephone - 01334-235010

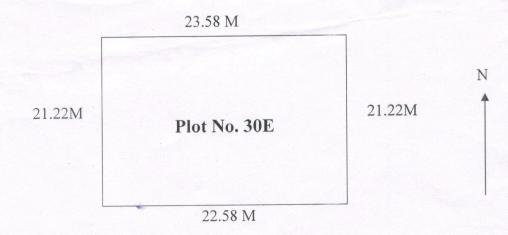
Fax - 01334-235010 Website:- <u>www.siidcul.com</u>

पर्नेका विकासमा

Lease Deed Executed: 20/02/2019

Possession Certificate

Certified that is the Plot No 30-E sector-11, situated in Industrial Estate, SIIDCUL IIE, Haridwar details are given below has been Transfer on 25/02/2018 by SIIDCUL to M/s Shree Sahib Enterprises LLP.



Area of Land- 490 sqmt.

North -10M wide green belt, South - 18M wide road, East - Plot no 30F, West -Plot No.30D.

Possession taken over for land on behalf of M/s. Shree Sahib Enterprises LLP. (Sign). For Shree Sahib Enterprises L.L.P. (Name/Designation).	Possession handed over for Of Land on behalf of SIIDCUL (Sign)Regional-Manager (Name/Designation)crop: of U.A. L10
Date:- Auth. Signatory/Partner Witness (sign):- Name	(Junior Engineer)

Ref No.- 608 / SIIDCUL/IIE/Haridwar

Dated: 25 / 09/2019

STATE INDUSTRIAL

DEVELOPMENT CORPORATION O

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Particul Account Number

AAHCS7324R

Region of Color of U.A. Lip

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