

**Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : UDAIPUR-II**

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131)

Print Date : 20-09-2017 1:28 PM

Fee Receipt No	: 201702107010553	Receipt Date	: 20/09/2017
Name	: M/S Bhumi Ka Enterprises Tr. Auth. Representative Mohan Singh Chundawat	Document S. No.	: 201701107010459
Address	: 62, Hiran magri sec-14, Udaipur, UDAIPUR.		
Document Type	: Lease granted for a fine or premium or money advanced or development charges or security charges advanced in addition to the rent		
Face Value	: ₹ 83855000	Value of Value	: ₹ 0
Ord-Registration Fee	: ₹ 400000	Stamp Memorandum Us_64_67	: ₹
CSI	: ₹ 300	Stamp Copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (Memorandum)	: ₹
Surcharge	: ₹ 0	Stamp Duty	: ₹ 0
Penalty	: ₹ 0	Registration fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 400300
		Total Amount	: ₹ 400300

Mode of Payment (#Mode Number Amount #)

*Rebate U/S 9(1) : ₹ 4197750

e-Registration Receipt RJ1615011700881 ₹ 50000 # e-Registration Receipt RJ1615031700851 ₹ 50000 # e-Registration Receipt RJ1615031700840 ₹ 50000 # e-Registration Receipt RJ1615021700832 ₹ 50000 # e-Registration Receipt RJ1615011700820 ₹ 50000 # e-Registration Receipt RJ1615001700806 ₹ 50000 # e-Registration Receipt RJ1515551700790 ₹ 50000 # e-Registration Receipt RJ1615051700894 ₹ 50000

Signature of presenter or applicant for
copy or Search certificate

Signature of Sub-Registrar
and Date of receipt

Cashier

SUB-REGISTRAR

SUPPLEMENTARY LEASE AGREEMENT

Industrial Area: Udhog Vihar

Sukher, Udaipur

Plot No.: F-210 to F-223



THIS SUPPLEMENTARY LEASE AGREEMENT made on the 4th day of September in the year two thousand seventeen between (Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, incorporated under the Companies Act 1956, having its Registered Office at Udhog Bhawan, Tilak Marg, Jaipur-302005 (hereinafter called "the Lessor" which expression shall, unless the context does not so admit, includes its successors and assigns) of the ONE PART, AND

Shri _____ S/o _____

Age _____ years _____ R/o _____

Proprietor of the firm M/s _____

OR

Shri _____ S/o _____

Age _____ years _____ R/o _____

Shri _____ S/o _____

Age _____ years _____ R/o _____

Shri _____ S/o _____

Age _____ years _____ R/o _____

Shri _____ S/o _____

Age _____ years _____ R/o _____

Constituting the registered partnership firm

M/s _____



OR

M/s Bhumi Enterprises Pvt. Ltd., A company registered under the companies Act 1956 and having its registered office at 19, Community Centre, 1st Floor, East of Kailash-II, New Delhi-110065.

OR

For Bhumi Enterprises Pvt. Ltd.

Authorised Signatory

SR. REGIONAL MANAGER

SR. REGIONAL MANAGER
RICO LTD., UDAIPUR

अभिप्रीति
उदयपुर-द्वितीय

M/s

A society registered under the Co-Operative Societies Act and having its registered office at

(hereinafter called "the Lessee" which expression shall, unless the context does not so admit, include his heirs, successors, executors, administrators, legal representative and permitted assigns) OF THE OTHER PART.

WHEREAS the Lessor had executed a Leased Agreement with the Lessee on 25.06.2008 for Industrial Plot No. F-210 to F-223 measuring 27985.00 Sqm at Industrial Area as per terms & Conditions of letter of allotment dated 13.01.1984 and Rule 11 of R11CO Disposal of Land Rules which was registered on 26.06.2008 in the Sub Registrar Office at Book No. 1 Volume No. 1099 Page No. 16 Sr. No. 2008003037 and also affixed in Adcl. Book No. 1 Volume No. 2239 Page No. 158 to 167.

(A recital of subsequent transfers/change in constitution to be given if applicable).

Whereas the Lessor on the request of the Lessee has approved the change of land use of aforesaid plot no. F-210 to F-223 for 27985.00 Sqm. land area as shown in the enclosed site plan from Industrial Purpose to Commercial purpose for establishment of Commercial on the terms & conditions as per letter No. 2677 dated 09.08.2016 as appended to this agreement and the lessee has agreed to abide by the said terms & conditions and on the terms and conditions hereinafter appearing to use 27985.00 sqmt. land for the purpose of Commercial as allowed according to bye-laws, and building plans as well as building parameters approved by the lessor vide its letter dated 09.08.2016.

NOW THIS SUPPLEMENTARY LEASE AGREEMENT WITNESSETH AS FOLLOWS:

1. In consideration of the terms & conditions herein contained and on payment made by the Lessee of Rs. 8,39,55,000.00 (Rs. Eight Crore Thirty Nine Lacs Fifty Five Thousand) only towards and conversion charges to the Lessor the lease agreement executed earlier on 25.06.2008 as aforesaid shall be deemed to have been amended to have amended as under:
 - i. That the words indicating purpose of allotment of land as Industrial in the earlier lease agreement shall be read, and be deemed to have been substituted by the words Commercial for 27985.00 sqmt. Land out of the allotted area measuring 27,985.00 sqm.

For Bhumi Enterprises Pvt. Ltd.

A. Sharma Signatory

SR. REGIONAL MANAGER
D.I. 10, UDAIPUR



उप-निर्देशक
उदयपुर-क्षेत्रीय



- ii. That lessee shall abide by the terms & conditions contained in the permission letter/order No. 2677 dated 09.08.2016 for change of land use and in case of breach of terms and conditions, The Lessor shall be at liberty to take action against the Lessee as per RIICO Disposal of Land Rules, 1979 as amended from time to time.
- iii. That the letter No. 2677 dated 09.08.2016 containing permission for change in land use for 27985.00 Sqmt. land and the earlier executed lease deed dated 25.06.2008 shall form part and parcel of this supplementary Lease Agreement.
- iv. That the following terms and conditions shall form part of the lease Agreement dated 25.06.2008 between both the parties with effect from the date of approval letter of the Lessor for change in land use.

A. The Lessee covenants and agrees as follows:

- (1) That the lessee shall abide by and make all the construction on the plot as per the bye-laws and approved building plans of RIICO and shall also comply with the bye-laws of other local authorities/bodies for construction of building on the said plot of land, if applicable.
- (2) That the tenure of the sub-lease of any portion in the building/space on the said plot of land shall not exceed the tenure of lease of the said plot of land.
- (3) That the lessee shall stipulated a condition in each and every sub-lease agreement for any portion in the building/structure/space of the said plot of land that the provision of the original lease agreement with RIICO for the said plot of land, as amended by this Supplementary Lease Agreement, shall apply on the sub-lease.
- (4) That the provision of the RIICO (Disposal of Land) Rules, 1979, as amended from time to time, shall be applicable on the lessee and the sub lessees.
- (5) That the lessee and each and every sub lessee shall be jointly and severally liable for payment of all the charges/dues of the lessor from RIICO time to time such as economic rent, service charges, fire service charges, etc.
- (6) That the lessee and the sub lessee shall carry out only non polluting activity and shall not carry on any illegal activity on the said plot.
- (7) That the lessee shall provide a copy of each and every sub lease agreement to the lessor RIICO.
- (8) That whenever required by the lessor RIICO in writing, the lessee shall submit to the lessor RIICO the original lease Agreement/this original supplementary lease Agreement /any sub-lease Agreement, as the case may be, against an accountable receipt.




SR. REGIONAL MANAGER
RIICO LTD., UDAIPUR

For Bhumika Enterprises Pvt. Ltd.


Authorized Signatory


उप-पंजीयक
भू-संजीव

For Bhumika Enterprises Pvt. Ltd.

Violence is a crime



B. The Lessor RIICO covenants and agrees as follows:

1. That the lessee may construct a building for commercial use i.e. Commercial as mentioned in the permission letter No. 2677 dated 09.08.2016 for conversion of land from industrial to commercial use/purpose of such other purpose or such other purpose as may be permitted by the lessor, RIICO in writing, subject to the terms & Conditions of this supplementary lease agreement and the terms & conditions of stipulated by the lessor RIICO at the time of granting permission for conversion of land from industrial to commercial use.
2. That the lessee may with the prior permission in writing of the Lessor and payment of the prescribed charges to the Lessor i.e. RIICO, sub-lease/transfer any portion as per approved plans in the building/structure/space in the said plot of land subject to the terms and conditions of this supplementary lease Agreement.
3. That transfer of any portion as per approved plans in the building/ structure/space in the said plot of land by sub-lessees shall be subject to the condition that the subsequent transferee shall also abide by the terms and conditions of this supplementary Lease Agreement.
- (V) That the existing clause 2(d) of the Lease Agreement dated 25.06.2008 shall stand subsequent and read as under:

"The lease shall complete construction of the building in accordance with the prescribed building parameters in all respect and should be ready for use for the changed purpose and functional within a period of 3 years from the date of issuance of letter of approval for change in land use or within such extended period as may be allowed by the lessor in writing at its discretion on payment of retention charges or otherwise provided, however, that the unutilized land of the plot area permitted for the purpose of Commercial shall revert to and vest with the lessor on expiry of the prescribed/extended period for use of the permitted area of the plot."

- (VI) That the other terms & conditions of the existing lease Agreement dated 25.06.2008 shall continue to be operative and binding on the parties. Provided, however, that in the case of change of land use approved by the Lessor for the part area of the allotted plot of land, the terms and conditions of the existing Lease Agreement dated 25.06.2008 shall continue to be operative for the unconverted portion of land for industrial purpose and shall be applicable and operative for the changed purpose on mutatis-mutandis basis subject to the terms & conditions of this supplementary Lease Agreement.



For Bhumiika Enterprises Pvt. Ltd.

Authorized Signatory

REGIONAL MANAGER
RIICO LTD., UDAIPUR

उप-प्रबंधक
उदयपुर-द्वितीय



IN WITNESS WHEREOF THE parties hereto have set their respective hands on
this 14 day of September in the year 2017 in the following manner:

31/09/17
SR. REGIONAL MANAGER
RISICO LTD. UDAIPUR

For and on behalf of the within named Lessor
Rajasthan State Industrial Development &
Investment Corporation Limited

For Bhumika Enterprises Pvt. Ltd.

[Signature]
Authorized Signatory

For and on behalf of this within named
lessee.



Witness:

Signature, Name & Address:

1. Kamlesh Jyoti, 3K7, Hiran Mangri, Sector II
(Kamlesh Jyoti) Udaipur (Raj)
2. Ravi Panwar, 96, NB Complex postaparkya, Udaipur (Raj)
(Ravi Panwar)



उप-निर्देशक
उद्यमपुर-दिलीप



Enclosure:

- (i) Permission Letter No. 2677 dated 09-08-2016 of the Lessor for the Change of land use.
- (ii) Approved site plan about the change of land use.

For Bhunika Enterprises Pvt. Ltd.


Authorized Signatory


SR. REGIONAL MANAGER
RICO LTD, UDAIPUR


उप-निरीक्षक
उदयपुर-जिला



SITE PLAN OF PLOT NO. F - 210 TO F - 223 AT INDUSTRIAL AREA UDYOG VIHAR SUKHER UDAIPUR

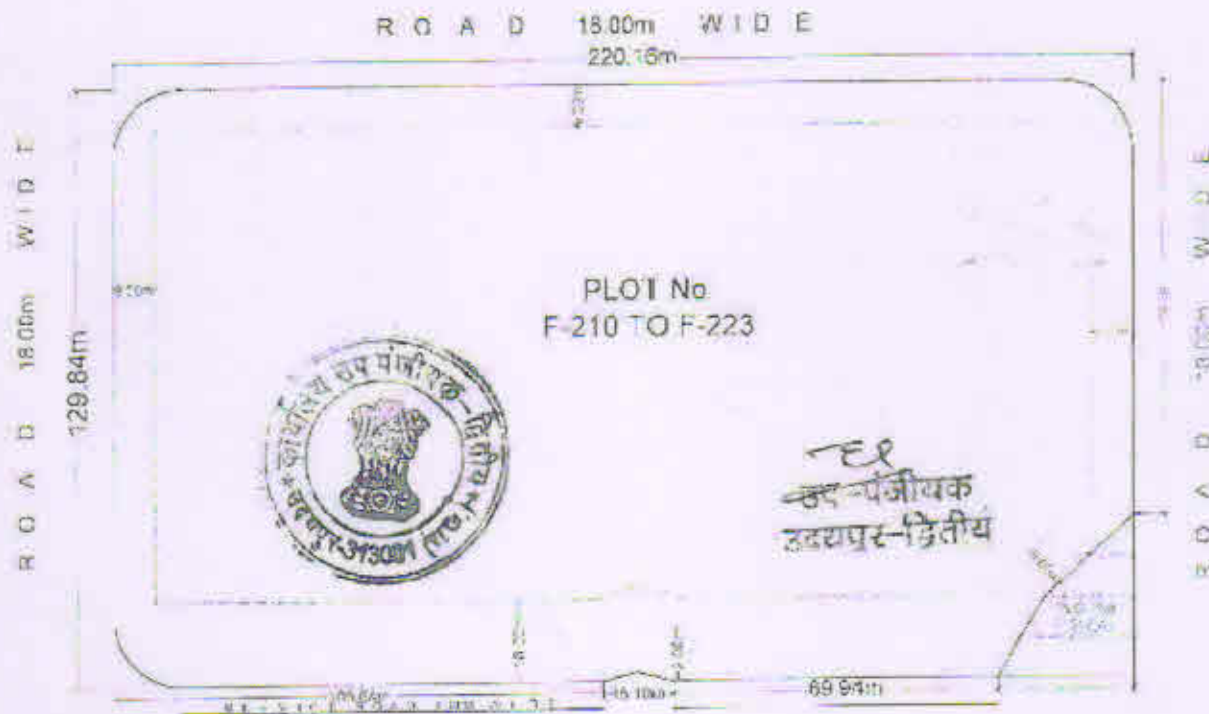
SCALE 1 CM = 15 MTR

TOTAL PLOT AREA - 27985.00 SQM

BUILDING PARAMETER:-

1. SET BACKS	AS SHOWN
2. PERMISSIBLE GROUND COVERAGE	35%
3. PURCHASABLE GROUND COVERAGE MAX.	40%
4. PERMISSIBLE FAR	1.33
5. PURCHASABLE FAR MAX.	3.00
6. MAXIMUM HEIGHT OF BUILDING	50 MTR

(SUBJECT TO NOC FROM FIRE FIGHTING & AIRPORT AUTHORITIES)



NATIONAL HIGHWAY 6 45.00M WIDE

08/12/2017
PLANNING ASSTT.

Sushil
ARM

Sr. RM

LESSEE

R I I C O LTD. U D A I U R

Sr. REGIONAL MANAGER
RICO LTD. UDAIPUR



Endorsement of Execution

अनु क्र. पञ्चकारों का नाम व पता	छायाचित्र	अंगूठा	पञ्चकारों का प्रकार
1 श्री/श्रीमती/शुद्धी M/S Bhumika Enterprises Th. Auth. Representative Mohan Singh Chundawat, पुत्र/पुत्री/पति श्री Sumer Singh, व्यवसाय Service बलि Rajput House No.: 62, Colony: Hiran magni sec-14, Area: D Block, City: udaipur, Pin code: 313002, District: UDAIPUR, State: RAJASTHAN			Presentor Age : 52 Signature :
2 श्री/श्रीमती/शुद्धी RIICO, पुत्र/पुत्री/पति श्री Sr. Regional Manager, व्यवसाय शक्ति Anya Sarkari Upkram			Executant Age : 0 Signature :

ने लेख्यपत्र Lease/Sale deed, allotment by local bodies, presented within 2 months (Male) को पत्र सुन व समझकर निष्पादन करना स्वीकार किया।

प्रतिफल तारी ४ 83955000/- पूर्व में / मेरे समक्ष / मेरे से ४ 83955000/- पूर्व में ----- ये मेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है, जिनके हस्ताक्षर एवं अंगूठा निम्नानुसार मेरे समक्ष लिए गए हैं।

अनु क्र. पञ्चकारों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1 Name: श्री/श्रीमती/शुद्धी KAMLESH JAGAN, पुत्र/पुत्री/पति श्री SHYAM JAGAN बालि SINDHI Age: 45 Add: House No.: 3K 7, Colony: Hiran magni sec-11, Area: SEC 11, City: udaipur, Pin code: 313002, District: UDAIPUR, State: RAJASTHAN			Signature
2 Name: श्री/श्रीमती/शुद्धी RAVI PANWAR, पुत्र/पुत्री/पति श्री SHAMBHU LAL बालि RAJPUT Age: 27 Add: House No.: 95, Colony: SETH SANWARIYA NAGAR, Area: PRATAP NAGAR, City: udaipur, Pin code: 313001, District: UDAIPUR, State: RAJASTHAN			Signature

201701107010459

उप पंजीयक, UDAIPUR-II

Lease/Sale deed, allotment by local bodies, presented within 2 months (Male)





Under 64 Endorsement

शर्त 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालिकता रु 83935000 मानते हुए इस पर टैक्स कमी मुद्रांक राशि रु 0 पर कमी पंजीयन शुल्क रु 400000, सरकारी राशि 0 कुल रु 400000 रसीद संख्या 201702107010553 दिनांक 20-09-2017 में जमा किये गये हैं।

अतः इस्तादेज को रु 0 के मुद्रांको पर निष्पादित माना जात है।

201701107010459


उप पंजीयक, UDAIPUR-II

Lease/Sale deed, allotment by local bodies, presented within 2 months (Male)

Registration Endorsement

ज्ञान दिनांक 20/09/2017 को
पुरतक संख्या 1 जिनद संख्या 898 में
पृष्ठ संख्या 104 क्रम संख्या 201703107105604 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिनद संख्या 3592 के
पृष्ठ संख्या 36 से 51 पर बांधा गया।

201701107010459


उप पंजीयक, UDAIPUR-II

Lease/Sale deed, allotment by local bodies, presented within 2 months (Male)





Presentation Endorsement

आज दिनांक 20 माह 09 सन् 2017 को 12:24 PM बजे
वीथीमाली/सूची M/S Bhumika Enterprises Th. Auth. Representative
Mohan Singh Chundawat पुत्र/पुत्री/पति श्री Sumer Singh
उम्र 52 वर्ष, जाति Rajput, व्यवसाय Service
निवासी House No. 62, Colony: Hiran magri sec-14, Area: D Block, City:
udaipur, Pin code: 313002, District: UDAIPUR, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
201701107010459

हस्ताक्षर उप पंजीयक,
UDAIPUR-II

Lease/Sale deed, allotment by local bodies, presented within 2 months (Male)

Fees Receipt Endorsement

रसीद नं.	201702107010553
दिनांक	20-09-2017
पंजीयन शुल्क ₹	400000
प्रतिनिधि शुल्क ₹	0
मुद्रांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	0
कमी सरकारी शुल्क ₹	0
कुल योग	400300

201701107010459

उप पंजीयक, UDAIPUR-II

Lease/Sale deed, allotment by local bodies, presented within 2 months (Male)



RIICO

Rs. 50/-

FORM "C"

No. 66060

LEASE - AGREEMENT

(SEE RULE 11 OF RIICO DISPOSAL OF LAND RULES, 1979)

Industrial Area Udyog Vihar, Sukher.

Plot No. F-210 to 223.



THIS LEASE AGREEMENT made on the 25 day of June in the year two thousand eight between Rajasthan State Industrial Development & Investment Corporation Limited, Jaipur, incorporated under the Indian Companies Act., having its Registered Office at Udyog Bhawan, Tilak Nagar, Jaipur-302005 (hereinafter called the Lessor which expression shall, unless the context does not so admit, includes its successors and assigns) of the ONE PART AND

Shri S/o

Age R/o

Proprietor of the firm M/s



Shri Age

R/o Age

Shri Age

R/o Age

Shri Age

R/o Age

Shri Age

R/o Age

constituting the registered partnership firm M/s

OR

M/s Bhumika Enterprises Pvt. Ltd., New Delhi
a company registered under the Indian Companies Act and having its registered office at

For Bhumika Enterprises Pvt. Ltd.

OR

Authorized Signatory

Regional Manager
RIICO Ltd. JAIPUR

..... society registered under the Co-operative Societies Act and having its registered office at

5
(hereinafter called the Lessee which expression shall, unless the context does not so admit, include his heirs, successors, executors, administrators, Legal representatives and permitted assigns) OF THE OTHER PART

WHEREAS the State of Rajasthan handed over the land to the Lessor for the purpose of setting up of Industrial Area and the said Lessor (Corporation) planned the land into plots for leasing out to industrialists for erection/setting up/establishing industrial units.

AND WHEREAS the lessor has agreed to demise and the Lessee agreed to take on lease, the piece of land known as plot No. F-210 to 223..... on the terms and conditions hereinafter appearing for the purpose of setting up an industrial unit for manufacturing and / or any other industrial product that may be allowed to be manufactured by the Lessor in writing according to the factory byelaws designs and building plans approved by the proper municipal or other competent authorities.

And whereas the lessor had handed over or shall be handing over possession of the demised land to lessee on or in due course of time.

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS :

1. In consideration of the covenants and agreement herein contained and on payment by the Lessee of Rs 875.00 (Rs Eight Hundred Seventy five) towards the annual/one time economic rent (strike out which is not applicable) and the receipt where of the lessor hereby acknowledges, the lessor doth hereby demise to the Lessee the plot of land numbered as above in Industrial Area Udyog Vihar Surber containing by measurement 27985.00 sqm. be the same a little more or less, bounded,

On the North by	<u>R1160 Road 18.00m</u>
On the South by	<u>R1160 Road 18.00m</u>
On the East by	<u>National Highway</u>
On the West by	<u>R1160 Road 18.00m</u>

and the said plot of land is more clearly shown in the attached site plan, TO HOLD the said plot of land (hereinafter referred to as 'the demised premises') with their appurtenances unto the Lessee for the term of ninety nine years from the 13 Day of January 1984, except and always reserving to the Lessor :

- 1(a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor, in developing the area.
- 1 (b) Full right and title to all mines and minerals in and under the demised premises or any part thereof.
- 1 (c) Yielding and paying thereof unto the lessor by 31st day of July in each year in advance the yearly rent. The lessor reserves the right to revise the rate of economic rent every 5 years, provided, however the enhancement in rent at each revision shall not exceed 25% of the rent payable for the period immediately preceding revision. The quantum of rent determined by the lessor shall be final, conclusive and binding on the lessee and it shall not be questioned in any court of law or otherwise.

Asstt. Regional Manager
RICO Ltd. Bhopal
Provided further that in case the Lessee creates charge in favour of the State Government or Industrial Financial Corporation of India, Rajasthan Financial
Authorized Signatory

Corporation, IDBI, ICICI, LIC, IRBI, HDFC, SIDBI, Exim Bank, Co-operative Banks and other Public Financial Institutions as defined in the Public Financial Institution Act or Scheduled Banks or Private Lending Agencies (hereinafter described as financing body or bodies) for any development loan taken by him / it on the security of the premises hereby demised and the buildings and machineries built upon or affixed thereto, first charge of the Lessor shall rank second to the charge of the financing body or bodies provided financing body or bodies obtain prior permission from lessor for mortgaging the lease-deed and keep a specific clause in their mortgage deed that breach of any of the conditions of these presents (Lease Agreement) shall be treated as breach of the conditions of their mortgage deed.

Provided, however, that the above provision shall not operate where land is allotted on instalment system or 100% development charges of plot are not paid by lessee and / or sheds are constructed and allotted on hire purchase basis by the lessor. In such cases, the lessee could create first charge in favour of financing body or bodies on land / or building as the case may be, with the condition that the balance development charges and / or cost of shed, as the case may be, shall be remitted to the lessor by the financing body or bodies in whose favour the charge has been created if the allottee fails to make payment of the balance amount of development charges and / or cost of shed in time. In case, the allottee fails to make payment of the balance amount of development charges and / or the cost of shed then the Lessor shall have right to resume possession of the land irrespective of first charge of the financing body or bodies on the plot.

Provided further that the collateral security of plots for loans for any purpose for himself or others would be allowed to be created only in favour of financing body/ bodies mentioned in proviso to clause 1 of this Lease Agreement subject to ensuring that the Lessee has cleared all the outstanding dues of the Lessor and there is a condition of collateral security in the sanction letter of the concerned financing body or bodies.

AND THE LESSEE DOTH HEREBY COVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :

- 2 (a) That the Lessee will bear, pay and discharge all rents, taxes, charges and assessment of every description which may, during the said term, be assessed, charged or imposed upon either the landlord or tenant or the occupier in respect of the demised premises or the building erected or to be erected thereupon.
- 2(aa) The lessee shall pay the development charges of the plot calculated at the rate decided by the Lessor for each Industrial Area. The Lessor reserves the right to enhance the rate of development charges if the compensation payable under an award is enhanced by any competent court subsequently.
- 2(b) That the Lessee will bear pay and discharge all service charges required for the upkeep of the Industrial Areas which may during the said term be assessed, charged, levied or imposed and revised by the Lessor.
- 2 (c) That the Lessee will obey and submit to the rules of Municipal or other competent authority now existing or thereafter to exist so far as they relate to the immovable property or affect health, safety, convenience of the other inhabitants of the place.
- 2 (d) That the Lessee will erect the industrial unit on the demised premises in accordance with the site plan and will complete construction activities within a period of two years and start commercial production within a period of three years from the date

For [Signature]
Asstt. Regional Manager
SUCRA, [Signature]
[Signature] Pvt. Ltd.
[Signature]

of these presents or from the date of possession, whichever be earlier or within such extended period as may be allowed by the lessor in writing at its discretion on payment of retention charges or otherwise.

Provided that unutilised land of the allotted plot or plots shall revert to the lessor on expiry of the prescribed / extended period for starting production / expansion of the unit.

- 2 (e) That the Lessee shall not use any space in the industrial area other than demised premises for dumping / placing any construction material / raw material required for construction of factory or manufacturing item or for any product / waste and shall take all measures for proper disposal of waste material.
- 2 (ee) The lessee shall become a member of the Association / Agency created for setting up and operating the Common Effluent Treatment Plant (CETP) and Solid Waste (hazardous and non-hazardous) Disposal System (SWDS). All the Capital & Revenue expenses relating to acquisition, operation and maintenance of CETP & SWDS shall be borne by all members of Association / Agency in the proportion decided by the Committees of the said Association / Agency.
- 2 (f) That the Lessee shall take all measures, which are required for Pollution Control and shall strictly adhere to the stipulations, imposed by Rajasthan State Pollution Control Board and other statutory pollution laws of the State for the time being in force.
- 2 (g) That the Lessee will provide and maintain in good repairs a properly constructed approach road or path across drain to the satisfaction of the Lessor / Local Municipal Authority leading from the public road to the demised premises.
- 2 (h) That the Lessee will not carry on or permit to be carried on, on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for any religious purpose or any purpose other than for the Industrial purposes as aforesaid without the previous consent in writing of the Lessor and the Local Municipal Authority and subject to such terms and conditions as the Lessor / Local Municipal Authority may impose and will not do or suffer to be done, on the demised premises or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the Lessor or Local Municipal Authority or the owner or occupiers of other premises in the neighborhood.
- 2 (i) The Lessee will not without the previous consent in writing of the Lessor, transfer, sub-lease, sublet, relinquish, mortgage, sub-divide, or assign his interest in the demised premises or the building standing thereon or both as a whole and every such transfer assignment, relinquishment, mortgage, sub-division, sub-leasing or subletting shall be subject to the condition that the transferee, assigns shall be bound by all the covenants and conditions herein contained and be answerable to the lessor in all respect thereof.

Provided further that if at any time the financing body or bodies mentioned above decide(s) to take over, sell, lease or assign the mortgaged assets in the demised premises in exercise of any rights vesting in it by virtue of deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any will for the time being in force, the sale, lease or assignment will be subject to the written consent of the Lessor.

Provided further that the Lessee will so often as the said premises shall by assignments or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the term of lease hereby granted within one month from the date of such assignment, inheritance or transfer, names and description of the parties to every probate or a will or letters of administration,

decree order, certificate or other document of affecting or evidencing such assignment, inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will without prejudice to the right of the Lessor to determine this Lease Agreement for breach of this covenant entail penalty of Rs. 1000/- to be paid by the Lessee. However, if the lessee's firm is dissolved and no 'successor' in interest is there or appointed within 60 days of its dissolution, the lessor shall be entitled to determine this Agreement.

- 2(j) That Lessee will permit the members, officers, subordinates of the Lessor and their employed workmen and persons at all reasonable times of the day to enter into and upon the demised premises and the buildings erected thereupon in order to inspect the same.
- 2 (k) That the Lessee will not make any excavation upon any part of the demised premises except for foundation of building and for leveling and dressing the area.
- 2 (l) That the Lessee will not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping house cattles, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
- 2 (m) That the Lessee will neither exercise his option of determining the lease nor hold the lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or a mob or other irresistible force, any material part of the demised premises if wholly or partly destroyed or rendered substantially or permanently unfit for building purpose.
- 2 (n) That the Lessee shall apply for permission for any change in the product or production capacity or process of manufacturing to the lessor. If no communication is received by lessee from lessor within 30 days, request shall be deemed as accepted. However, lessee proposing to set up polluting industrial unit under red category or setting up effluent discharging unit shall be required to take written permission from the Lessor before initiating any change in their manufacturing product.
- 2 (o) If during the term of the lease the lessee or his workmen or servants :
- (i) injure or destroy any part of building or other structure contiguous or adjacent to the plot of land hereby demised or
 - (ii) keep the foundation trenches or other pits on the demised land open or exposed to weather thereby causing any injury or damage to contiguous or adjacent buildings or
 - (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such buildings,

the Lessee shall pay such damages thereof within three months as may be assessed by the Lessor whose decision as to the extent of injury or damage or the amount of damages payable therefor shall be final and binding on the Lessee.

2 (p) That the Lessee shall also abide by the terms and conditions of the letter of allotment, the O Disposal of Land Rules, 1979 and amendments made therein from time to time. The letter of allotment shall form part and parcel of the Lease Agreement.

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

3 (a) Notwithstanding anything, hereinbefore contained if there shall have been in the opinion of the Lessor any breach by the lessee or by the person claiming through or under him of any of the covenants or conditions herein before contained and on his part to be observed and performed and in particular without prejudice to the generality of the sub-clause, subject to exceptions or if any amount including interest due to the lessor remaining unpaid for a period of 90 days after the same shall have been demanded by the Lessor or if the Lessee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as hereinbefore specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised premises or any part thereof in name of whole and thereupon this demise shall absolutely CEASE and determine and the money paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all money that may be payable by the lessee hereunder with interest thereon at percent per annum and the lessee shall not be entitled to any compensation whatsoever.

Provided always that the Lessee shall be at liberty to remove and appropriate to himself all buildings, erections and structures, if any made by him and all materials thereof from the demised premises after paying up all outstanding amount including interest upto date and all municipal and other taxes, rents and assessments then due and all damages and other dues accruing to the Lessor and to remove the materials from the demised premises within three months of the determination of lease and in case of failure on the Lessee's part to do so, the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor upto that time or to claim any compensation for the structures and materials put up by him on the demised premises.

Provided further and always the right of re-entry and determination of the lease of the industry shall not be exercised if the financing body or bodies remedy the breach within a period of 90 (ninety) days from the date of notice issued or served by the Lessor on the financing body or bodies regarding said breach or breaches.

3 (b) All legal proceedings for breach of the aforesaid conditions, shall be lodged in courts situated at Jaipur and not elsewhere.

3 (c) Any loss suffered by the lessor on a fresh grant of the demised premises for breach of aforesaid conditions on the part of the Lessee or any person claiming through or under him shall be recoverable from the lessee.

3 (d) Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Lessee if, served by 'Registered Acknowledgement Due', Post and signed by an Officer of the Lessor and the services shall be deemed to have been made at the time of which the registered letter would in the ordinary course be delivered even though returned un-served on account of the refusal by the Lessee or otherwise howsoever.

3 (e) The security deposit made with the application for allotment of land shall be

refunded to the Lessee after the unit goes into commercial production on an application made by him.

3(f) The security deposit shall stand-forfeited whenever there is a breach of any condition contained in the lease agreement.

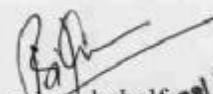
3(g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorised in this behalf.

Provided that the expression Managing Director shall include the person who is entrusted by the Lessor with the functions similar to those of the Managing Director.

3(h) Every dispute, difference or questions touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the sole arbitration of the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator shall be final and binding on the parties.

3(i) The stamp and registration charges on this agreement shall be borne by the Lessee.

IN WITNESS HEREOF THE parties hereto have set their hands this day 25... of the month of June..... in the year. 2008.


For and on behalf of Regional Manager
Rajasthan State Industrial Development
and Investment Corporation Limited
UDAIPUR

Signature of Witness :-


(1) Mohan Singh
62D, 1st floor, Sec-14
Udaipur (Raj.)

Name S. S. SHAKT AWAT
(in capital letters)

Address : B Karshad Bagh
Udaipur

Lessee :


For Bhumi Enterprises Pvt. Ltd.
Authorised Signatory

Name AMARISH KUMAR MATHUR
(in capital letters)

Address : 11-K GOPALA TOWERS,
25, RAJENDRA PLACE,
NEW DELHI - 110008


उप निरीक्षक
उदयपुर-प्रबन्ध (राज.)

THE NATIONAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

TO THE DIRECTOR, FBI
FROM THE SAC, NEW YORK

RE: [illegible]

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