

New Encumbrance detail


**ADITYA BIRLA
CAPITAL**

PROJECTING INVESTING FINANCING ADVISING

ABF/XTL/FEB19/N0054

Date : Feb 11, 2019

BHUMIKA ENTERPRISES PRIVATE LIMITED (Borrower)

F 210-223, RIICO INDUSTRIAL AREA, UDYOG VIHAR, SUKHER, UDAIPUR, RAJASTHAN- 313001

And

KFL INFRA AND LOGISTICS PRIVATE LIMITED (Co-Borrower)

19, Community CTR First floor, East of Kailash, New Delhi - 110048

And

Kaushalya Logistics Private Limited (Co-Borrower)

First & Second Floor, 19, Community Center, East of Kailash, New Delhi - 110065

Kind Attention Mr. Uddhav Poddar

Dear Sir/Madam,

With reference to your application for Term Loan and further discussion in this regard, we are pleased to communicate our sanction of Rs. 5000.00 Lakhs (Rupees Five Thousand Lakhs Only) subject to acceptance of the following terms and conditions and Compliance of necessary procedures as detailed here in below.

Facility	Amount (Rs. In Lakhs)	Sub-Limit of
Term Loan	5000	Not Applicable
Total	5000.00	Not Applicable
Common Customer Code	ND_220996705	Not Applicable

For KFL Infra And Logistics Pvt. Ltd.

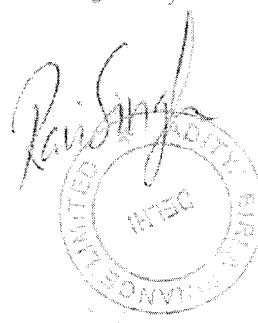
Authorised Signatory

For Kaushalya Logistics Pvt. Ltd.

Authorised Signatory

For BhumiKa

Authorised Signatory


Aditya Birla Finance Ltd.

 Punj Business Centre, 4th Floor, 17-18, Nehru Place,
New Delhi - 110019 (South Delhi)

www.adityabirlafinance.com

Registered Office:

 Indian Rayon Compound, Veraval,
Gujarat - 362 266

CIN: U65990GJ1991PLC064803

Page 1 of 14



To,

Date: 21-02-2019

M/s. BHUMIKA ENTERPRISES PRIVATE LIMITED

Address: - 1ST FLOOR 19 COMMUNITY CENTRE EAST
OF KAILASH, SOUTH DELHI

City: - NEW DELHI

Sub: Loan closure letter of Construction Finance Account bearing No. 9001120100507799

Dear Sir,

This is with reference to captioned subject. We have noted that you have duly repaid all the outstanding amount including applicable interest(s) under the financial facility of Rs 3,00,00,000.00 Term Loan without Moratorium availed by you from the Bank.

In this regard, we hereby issue the loan closure letter of Construction Finance to you and hereby confirm that no dues of our Bank under the Facility are outstanding against the Borrower as on date as per the records of the Bank.

Thanking you,

Yours Faithfully

For AU SMALL FINANCE BANK LIMITED
For AU Small Finance Bank Limited
(Formerly Known as AU Financiers (I) Ltd.)

Authorized Signatory

Registered Office

AU SMALL FINANCE BANK LIMITED

19-A Dhuleshwar Garden, Ajmer Road,

Jaipur - 302002, Rajasthan, India

Phone: +91 141 4110060/61, Fax: +91 141 4110090

CIN: L36911RJ1999PLC011381

Formerly known as **Au Financiers (India) Limited**

www.aubank.in

Please E-mail us your queries on customercare@aubank.in or call us at
our Customer care no. **180012001200/186013001200**



To,

Date: 21-02-2019

M/s. BHUMIKA ENTERPRISES PRIVATE LIMITED

Address: - 1ST FLOOR 19 COMMUNITY CENTRE EAST
OF KAILASH, SOUTH DELHI

City: - NEW DELHI

Sub: Loan closure letter of Construction Finance Account bearing No. 9001120100507719

Dear Sir,

This is with reference to captioned subject, We have noted that you have duly repaid all the outstanding amount including applicable interest(s) under the financial facility of Rs 9,00,00,000.00 Term Loan without Moratorium availed by you from the Bank.

In this regard, we hereby issue the loan closure letter of Construction Finance to you and hereby confirm that no dues of our Bank under the Facility are outstanding against the Borrower as on date as per the records of the Bank.

Thanking you,

Yours Faithfully

For AU SMALL FINANCE BANK LIMITED
For AU Small Finance Bank Limited
(Formerly Known as AU Financiers (I) Ltd.)

Authorized Signatory

Registered Office
AU SMALL FINANCE BANK LIMITED
19-A Dhuleshwar Garden, Ajmer Road,
Jaipur - 302001, Rajasthan, India
Phone: +91 141 4110060/61, Fax: +91 141 4110090
CIN: L36911RJ1996PLC011381
Formerly known as **Au Financiers (India) Limited**

www.aubank.in

Please E-mail us your queries on customerscare@aubank.in or call us at
our Customer care no. **180012001200/186012001200**

Old Encumbrance detail

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

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(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

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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
SUCCO. IND. AREA
Pvt. Ltd.

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 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.

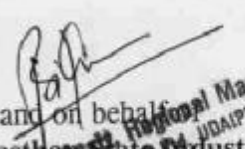
3(g) All powers exercised by the Lessor under this lease agreement may be exercised by the Managing Director, Rajasthan State Industrial Development & Investment Corporation Limited or such other person (s) authorised in this behalf.

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.

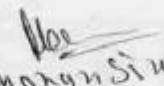
3(h) Every dispute, difference or questions touching or arising out or in respect of this Agreement or the subject matter thereof shall be referred to the sole arbitration of the Collector of the district wherein the leased plot is situated or any person appointed by him, the decision of such arbitrator 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, Green Sector
Vandana (B-2)

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

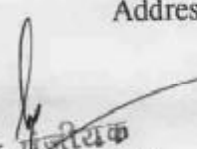
Address : B Karshad Bagh
Udaipur

Lessee :


For Bhumi Enterprises Pvt. Ltd.
Authorised Signatory

Name AMRISH KUMAR MATHUR
(in capital letters)

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


उप निजीयक
उदयपुर-प्रबन्ध (राज.)

THE NATIONAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

REPORT OF THE SPECIAL AGENT IN CHARGE
OF THE NEW YORK OFFICE

TO THE DIRECTOR, BUREAU OF INVESTIGATION
FROM THE SPECIAL AGENT IN CHARGE, NEW YORK

RE: [Illegible]

DATE: [Illegible]

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Sanction Letter

M/s Bhumi Enterprises Private Limited
S-9, Okhla Industrial Area Phase-II
1st Floor New Delhi - 110020

07-Feb-2016

With reference to your application for the loan and the subsequent discussions, We have pleasure in sanctioning you an amount of Rs. 12,00,00,000/- (Twelve Crore Only) subject to the following terms and conditions:-

Sr. No.	Particulars	Description
1	Applicant	M/s Bhumi Enterprises Private Limited
2	Co-Aplicants with SPDC	M/s Kaushalya Buldcon Pvt Ltd, M/s KFL Infra and Logistics Pvt Ltd and M/s Anubhav Minerals Pvt Ltd, Mr. Uddhav Poddar, Mr. G.S. Poddar, Urban Project & Infra Pvt Ltd
3	Lender	AU Financier's India Ltd (AUFIL)
4	Nature of Facility	Term Loan Facility without Moratorium Period
5	Facility Amount	INR 1200.00 Lacs
6	Purpose of the Facility	Term Loan For Business Use
7	Tenor of Loan	120 months
8	Plan	Term Loan
11	Repayment	Monthly Mode Rs. 2010150/-
12	Disbursement Type	2 Tranche
13	Rate of Interest (Fixed)	16.00%
14	Processing Fees	1.00% + S.T.
15	Primary Security	The Facility, all interest thereon, costs, charges, expenses and all monies in respect thereof shall be secured by following properties i.e. First & Exclusive charge (equitable mortgage) on property : Plot No. F-210, F-211, F-212, F-213, F-214, F-215, F-216, F-217, F-218, F-219, F-220, F-221, F-222 & F-223 Situated at Industrial Area Sukher Udaipur Rajasthan.
	Additional Collateral Security	NA
17	Personal Guarantee	NA
18	Corporate Guarantor With SPDC	NA
19	Collateral Insurance	Yes
20	Additional Interest in case of Default	- If Interest and/or Principal installments due are defaulted/ delayed, additional interest @ 36% p.a. over and above the coupon rate, compounded monthly, for defaulted/delayed period on the interest / installments due (calculated from due date till date of payment) will become payable. - The AUFIL also reserves the right to call back the entire facility amount in case of event of default.

Bhumi Enterprises Pvt. Ltd.

KFL INFRA AND LOGISTICS PRIVATE LTD.

For KAUSHALYA BULDCON PVT. LTD.

Vinod Kumar Poddar Vinod Kumar Poddar

Authorised Signatory

For ANUBHAV MINERALS PVT. LTD.

Authorised Signatory

Registered office :

AU FINANCIERS (INDIA) LIMITED

19A, Dhuleshwar Garden, Ajmer Road,
JAIPUR-302 001, INDIA

Tel : +91 141 391 0000 Fax : +91 141 411 0090

CIN No. : U36911RJ1996PLC011381

www.aufin.in