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Executed between UP, state Industrial
Development coefun. Ud and MS. Ram
Chameli chadha Visvas Gizlo allege.
Society receipt of Plot No-C-22.
Industrial Asea Sile-3, Meerut Road.
Ghazlabad

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Regional Manager
U.P State Infostrial Dev Corpn Led.
GHAZIANAD

For Ram Chameli Chadha Vishvas Girls College Society (Regd.)

Secretary

# AGREEMENT

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Regional Manager
U.P. State Industrial Pev Corpn Ltd.
GHAZIANAN

For him Chamels Chadha Victors Girls College Society (Regd.)

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constituting the registered partnership firm of	
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s/o	·
t/0	
duly constituted attorney under the deed dated	
Viswas Blawam, K.CD. Kani N. through its Managing Director/Secretary/duly cons	tituted attorney Shri K. L. Chadha
aned years s/o Shei Se	in Oass Chadha
1/0 KC-2 Kavi Nagar	ahaylabad
-0	A CONTRACTOR OF THE PARTY OF TH

a society registered under the Co-operative Societies Act, hereinafter called the Licensee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.

AND WHEREAS the Licensee has applied to Grantor for the grant to him of a lease of the plot of land hereinafter described for the purpose of constructing within the Industrial Area and seconding to the design and plan approved by the proper Municipal or other authority which the Grantor has agreed to grant to him on certain terms and conditions.

AND WHEREAS the Licensee paid a sum of Rs 48 769 = 99

( For ty Sugar Chause Seven Handres State wine & January the receipt whereof the Grantor acknowledes as part premium of the plot of land, when I when

NOW IT IS HEREBY AGREED AS FOLLOWS :

- 1: During the period of Amonth's from the date hereof the Licensee shall have licence and authority and to enter upon the plot of land described hereunder written and delineated and shown in the attached plan and therein marked red, for the purpose of building and executing work and carrying the manufacturing and production thereon as hereinafter provided and for no other purpose whatsoever and until the grant of such lease as hereinafter referred to the Licensee shall be deemed to be a bare Licensee only of the plot of land at the rent hereinafter reserved.
- 2. Nothing in these present contained shall be construed as a demise in law of the said land hereby agreed to be demised or any part thereof so as to give the Licensee any legal interest therein until the lease hereby contemplated shall be executed and registered but the Licensee shall only have a licence to enter upon the said land for the purpose of performing the Agreement and the licence shall be revocable, irrespective of the execution of any work permanent character by the Licensee on the plot mentioned, in these presents and incurring of expenditure thereon.

Regional Manager
U.P. State Industrial New Corpn Lee
GHAZIABAD

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3. Nothing in these presents contained shall be deemed to abridge or curtail the right of rantor to lay Water Mains. Deales, Sewers or Electric/Telephone Wires under or over the aforesaid plot of land for the purpose of developing the Industrial Area and right and title to all mines, minerals in and under the aforesaid plot of land or any part there of nor shall these presents confer any rights on the Licensee for user to any minerals as aforesaid.

The Licensee hereby agree to observe and perform the following stipulations:—

(a) That the Licensee will bear pay and discharge all rates, taxes, charges, claims and outgoing chargeable against and owner or occupier and assessments of every description which during the said terms may be assessed, charged or imposed upon either by the Grantor or the Licensee in respect of the said land or building to be erected thereupon.

(b) That the Licensee shall also pay to the Grantor within thirty days from the date of the demand made by the Grantor, from time to time such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for supply of water, Licensee's shares of the expenses of maintenance of roads, culverts, drains, parks etc. and other common facilities and services) as may from time to time be determined by the Grantor and in case of default the Licensee shall be liable to pay interest @26% p/a, on the amount due.

(b-1) That whenever Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or other notified Local Bodies take over or cover this Industrial Area UPSIDC, the Licensee will be liable to pay and discharge all rates, taxes charges, claims and outgoing chargeables imposed and assessment of every descriptions, which may be assessed, charges or imposed upon them by the

Local Body and will abide by the rules and directives of the Local body.

(c) That the lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the industrial Area or so far as they affect the health safety convenience of the other inhabitants of the place, and shall not release any obnoxious geneous liquid or solid effluents from the unit in any case. He shall make his own arrangement for the disposal of effluents in accordance with the terms and conditions of the State Effluents Board/ U. P. Water (Prevention and control of Pollution) Board or any other authority competent to make rules, regulations, bye-laws and law in this behalf-from time to time. Any breach of such law, rules, regulations and bye-laws shall liability solely of the Licensee/Lessee.

(d) The Licensee shall establish at his own cost an appropriate and efficient effluent treatment system plant and shall ensure that it is ready and functional as per the norms and specifications expected, laid down, or stipulated by the State Effluent Board/the U. P. Water (Preventing and control of Pollution) Board any other authority established by law for the time being in force, before the production is commenced in the unit set up on the plot of land covered by these present.

- (e) That the Licensee at his own cost shall erect on the plot of land in accordance with the lay out plan, elevation and design and in a position to be approved both by the Grantor and the municipal or other, authority in writing and in a substantial and workman like manner a building to be used as industrial factory. With all necessary out houses, sewers drains and other apurtenances and proper conveniences thereto according to the local authority's rules and bye-laws in respect of building, drains latrines and communication with sewers and will commence such construction within a period of name months or within such extended time as may be allowed by the Grantor in writing in its discretion at the request of the Licensee from the date hereof and shall completely finish the same fit for use and start the manufacturing and productions with in the period of a months from the date of these presents or within such extended time as may be allowed by the Grantor in writing in its descretion or the request of the Licensee.
- (f) That the Licensee will keep the aforesaid land and the buildings to be erected thereon at all time in a state of good and substantial repairs and in sanitary condition
- (f) That the Licensee will not make or permit any constructions or erections or permit to be erected any new building without previous permisson of the Grantor or the municipal or other authority and except in accordance with the terms of such permisson and plan approved by the Grantor and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Grantor or the municipal or the other authority

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Regional Manager
U.P. State Industrial Tev Corpn Ltd.
GHAZIABAD

Girls College Society (Regd.)

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requiring him so to do, correct such deviation as aforesaid and if the Licensee shall neglect to correct such deviation within a period of one calendar month after the receipt of such notice than it shall be lawful for Grantor or municipal or other authority cause such deviation to be corrected at the expense of the Licensee which expense the Cloensee hereby agrees to reimburse by paying to the Grantor and municipal or other authority which the Grantor/municipal or other authority as the case may be, shall fix in that behalf and the decision of the Grantor/municipal or other authority, as the case may be shall be final and binding on the Licensee,

- (h) That the Licensee will provide and maintain, at his own cost, in good repairs a properly constructed approach road or path to the satisfaction of the Grantor/municipal or other authority leading from the public road to the building to be erected on the plot of land.
- (i) That the Licensee will not carry on or permit to be carried on the plot of land 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 industry purpose mentioned here-in-before without previous consent in writing of the Grantor and the municipal or other authority subject to such terms and conditions as the Grantor/municipal or other authority may impose and will not do or suffer to be done, on the aforesaid plot of land or any part thereof any act or thing which may be or grow to be a nuisence, damage, annoyance or inconvenience to the Grantor or municipal or other authority occupiers of other premises in the neighbourhood.
- (j) That the Licensee will not directly or indirectly transfer, assign, sell encumber or part with his interest under or the benefit of this agreement or any part thereof in any manner whatsoever without the previous consent in writing of the Grantor and it shall be open to the Grantor to refuse such consent or grant the same subject to such conditions as may be laid down by the Grantor in that behalf.
- (k) That the members, directors, officers and subordinates or agents, workmen and other authorised representatives of the Grantor shall have the access to the plot of land and shall have the implied right and authority to enter upon the said plot of land and building to be erected thereon to view the state and progress of the work, to inspect the same and for all reasonable purposes at all reasonable times.
- (I) That the Licensee will not make any excavation upon any part of the said land nor remove any stone, sand, clay, earth or any other materials therefrom except so far as may be in the opinion of the Grantor, necessary for the purpose of forming the foundation of the building and compound walls and executing the work authorised and for levelling and dressing the area covered by this Agreement.
- (m) That the Licensee will not erect or permit to be erected at any part of the aforesaid plot of land, any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals except an in so for as may be allowed by the Grantor in writing.
- - Injure or destroy and part of building or other structures contiguous or adjacent to the plot of land, or
  - (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to weather causing any injury to contiguous or adjacent buildings, or
  - (iii) dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.

The damages shall be assessed by the Grantor whose decision as to the extent on injury or damage or the amount of damage payable therefore shall be final and binding on the Licensee.

Regional Manager
U.P. State Industrial Try Corpu Lee

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For a sing a nameli Chadha Vishvas Girls College Society (Regd.) (p) That in employing labour for his industry skilled or unskilled, the Licensee shall give preference to one or two able bodied persons from the families whose lends have been acquired for the purpose of said industrial area estate.

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

5. If the Licensee falls to commence and complete the building fit for use and start the manufacturing and production in the time and manner herein before provided (time in this respect being essence of contract) or shall not proceed with the works with due deligence or shall have failed to observe any of the stipulations on his part hereof contained, or shall have failed to make payment of the interest instalment of premium on or before the due date, the Grantor shall have the right and power to re-enter upon and resume possession of the said land and everything thereon, and thereupon this Agreement shall cease and terminate and all erection and materials, plant and things upon the said plot and land shall, belong to the Grantor without payment of any compensation or allowance to the licensee for the same without prejudice nevertheless to all other legal right and remidles of the Grantor, against the licensee the Grantor may permit the continuation of the occupation of the Licensee upon the said land on payment of such money and/or on such terms and conditions, as may be decided upon by the grantor and/or to direct removal or alteration of any building or structures erected or used contrary to the conditions of the grant within the time prescribed, cause the same to be carried out and recover the cost of carrying out the same from the licensee and an amount egual to 20% of the total premium together with out standing interest due till date, use and occupational charges due, and other dues, if any shall stand forfeited to the Grantor and the licensee shall not be entitled to any compensation whatsoever.

Provided that the Licensee shall be at liberty to remove and appropriate to filmself all building, erections and structures, if any, made by him and all materials thereof from the plot of land after paying up all dues, rent and all municipal and other taxes, rates and assessment then due and all damages and other dues, occurring to the Grantor and to remove the materials from the plot of land within three months of the date of revocation or termination of this Agreement.

- 6. Notwithstanding any such default, the Grantor may in his discretion give notice to the Licensee of his intention to enforce the Agreement herein contained or may fix any extended period for the commencement and/or completion of the said building and the works and the manufacturing and production therein its discretion and thereupon the obligation hereunder of the Licensee to complete the building and to carry the manufacturing and production and to accept a Lease shall be taken to such extended period.
- 7. Notwithstanding any other provisions to the contrary, the Grantor shall have the right to grant lease of only so much area of the plot or land which has been actually used or is likely to be used within a reasonable time for the included purpose and the Licensee shall have no right to claim the remaining portion in lease and the premium/lease rent shall be proportionately reduced.
- 8. (a) As soon as the Grantor is satisfied that the factory building and works have been erected in accordance with the terms hereof and if the Licensee shall have observed all the stipulations and conditions hereinbefore contained, the Grantor will grant and the Licensee will accept the lease of the land for the terms of ninety years from the date hereof at the average yearly rent of Research and subject to the payment of the outstanding amount of provisional premium Research and subject to the payment of the outstanding amount of provisional premium Research and the first instalment will fall due for payment.

  and every subsequent instalment to be paid each and every succeeding year on the anniversary date of the gloresaid due date of the payment of the first instalment of premium, together with the interest in the containing the containing from time to time. The fliability for the payment of interest referred to above shall be deemed to have been accrued from and payable half yearly on the outstanding amount of total premium on the 1st day of January and 1st day of July each year, the first of such payment to be made on.

Regional Manager
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For Han Chameli Chadha Vishvas Girls College Society (Regd.)

Secretary

provided that it will always remain open to the Grantor to call upon the Licensee to execute the lease deed even before the expiry of the term of license herein above referred, if it is satisfied that the Licensee has made appropriate arrangements to set up the unit on the land mentioned in these presents for a terms of 90 years at the yearly rent, premium and interest thereon as mentioned herein before.

8 (b) (i) In case the grantor is required to deposit/pay at any stage additional amount to which it is required/called upon to bear, pay or deposit in any court or to Collector in any case/ processings under the Land Acquisition Act in the process of determination of compensation and either as a security or otherwise, the licensee shall pay such proportionate additional premium/amount to the grantor within 30 days of the demand as may be determined in this behalf by the grantor.

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings in which the demand was raised and the licensee shall be entitled to claim refund of excess amount, if any, deposited by them,

8, (b) (ii) The provisional premium mentioned herein 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, after layout for roads, parks and other public utility services forms part, but should the final cost of acquisition of the whole of the said land or any part thereof go up thereby increasing the land-cost component of the plots carved out after development as aforesaid the licenses shall upon receipt of intimation from the grantor, which intimation shall not be delayed beyond a period of three years from the date the final cost of acquisition is determined, pay within sixty days of demand to the grantor the additional premium being the defference in the land-cost component finally determined as aforesaid and the land-cost component of the provisional premium mentioned hereinabove.

NOTE: The premium mentioned herein before is provisional and is liable to be enhanced in accordance with the provisions of the lease-deed contained in second Schedule hereof.

- 9. The lease shall be prepared in accordance with the form of lease deed set out in the second Schedule hereunder-written with such modifications and additions thereto as may be agreed upon and all costs, charges and expenses of and incidental to the execution of this Agreement and its copies, also the lease and its copies shall be borne and paid by the Licensee alone. The deed of lease shall be executed by the Licensee within 30 days of the receipt of the intimation in this regard from the Grantor and in case of default, the Grantor shall have the right and power to re-enter upon and resume possession of the said land and everything thereon and thereupon this Agreement shall cease and terminate and all erections and materials, plant and thing, upon the said plot of land shall, notwithstanding any enactment for the time being in force to contrary belong to the Grantor without making any compensation or allowance to the Licensee for the same and without making any payment to the Licensee for refund of the payment of the premium aforesaid or any part thereof but without prejudice nevertheless to all other legal rights and remidies of the Grantor against the Licensee.
- 10. All notices consent approvals to be given and notifications of any decision by the Grantor shall be in writing under this Agreement and signed on behalf of the Grantor and shall be considered as duly served if the same shall have been delivered to; left or posted (even though returned unserved on account of refusal by the Licensee or otherwise howscever) addressed to the Licensee at the usual or last known place of residence or business or office on the aforesaid plot of land or at the address mentioned in these presents or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said land.
- 11. All powers exerciseble by the Grantor under this Agreement may be exercised by the Managing Director of the Grantor or any other Officer or Officers of the corporation authorised by the Managing Director to exercise all or any of the powers exerciseble by him under this Agreement provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the Grantor with functions similar to those of the Managing Director.

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4(e) of This regreement.

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Regional Manager

U.P. State Industrial Dev. Orpo Lot.
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For Fam Channels Chadha Vishvas Girls Compact onty (Seed.)

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- 12. All dues payable and recoverable in respect of this agreement shall be recoverable as Description of Land arrears of land Revenue under the U. P. Public Money's (Recovery of Dues) Acts, as demanded from time to time.
- 13. This Agreement shall stand automatically revoked if there be any change in the constitution of licensee, partnership firm of Private Limited Company etc. As on the date of execution of this Agreement without prior approval in writing of the Grantor.
- 13A. That the Licensee being Company, shall not change its name without prior information to UPSIDC and effect enbloc transfer of shares even in phases resulting in change of management unless a prior written permission of the grantor is obtained,
- 14. The Licenses of UPSIDC Ltd., will mention in the postal address of their correspondence letters invariably the name of UPSIDC Industrial Area.

IN WITNESS HEREOF the parties hereto have set their hands the day and in the year first above written.

> For and on behalf of U. P. State Industrial Development Corporation Ltd.

Signed by:

Regional Manager U.P. State Industrial Dev. Corpn Ltd. GHAZIABAD

Witness:

Witness:

For and on behalf of the Licensee

For Pam Chameli Chadha Vishvas Girls College Society (Regd.)

Wichashelderds.

Signed by:

Witness :

Witness 1

### DESCRIPTION OF LAND

All that piece of land known as plot No. C-22 in the Sile-3 Moosest Ro
Industrial Area, within village limits of
Tohsii Ghaglabad
District Ghazabad
Containing by admeasurment 7729 Sq.yds.
or thereabouts bounded as follows:—
on or towards the north by 100' Wide Road
on or towards the south by PIA N6 - Q - 21
on or towards the east by 100' wide Road
on or towards the west by PIOF No - C-23.

Regional Manager U.P. State Industrial Pev Corpn Ltd. GHAZIABAD For Fam Chameli Chadha Vishvas
Girls College Society (Regd.)

# P. State Industrial Development Corporation Limited

#### POSSESION MEMO

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2. Executive Engineer, U. P. S. L. D. C. Ltd.,....

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## , State Industrial Development Corporation Limited

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