

FOR CASES WHERE LEASE AGREEMENT
ALREADY EXECUTED/REGISTERED ON
KSSIDC — 99 YEARS LEASE

413

LEASE CUM SALE AGREEMENT FOR PLOTS
{FOR 10 YEARS LEASE}

Industrial Estate _____ No. _____

THIS AGREEMENT made on the _____ day of _____ in the year two thousand _____ between Karnataka State Small Industries Development Corporation Limited, incorporated under the Indian Companies Act-1956., having its Registered Office and Administrative Office Building at, Industrial Estate, Rajajinagar, Bengaluru-560 010, represented by Assistant General Manager (IEs),District (Hereinafter called as KSSIDC, 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
.....constituting the registered partnership firm M/s.....

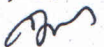
OR

M/s..... A company
registered under the Indian Companies Act and having its registered office at
.....

OR

M/s A society registered
under the Co-operative Societies Act and having its registered office at

(Hereinafter called the allottee 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.





RECITALS

WHEREAS KSSIDC has acquired land bearing survey No.... Situated at _____ for industrial purpose and the said (Corporation) divided the land into Plots for allotting to industrial concerns for setting up / establishing industrial units.

AND WHEREAS KSSIDC has agreed to demise on Lease cum Sale and the Allottee agreed to take on Lease cum sale, the piece of land/ as the case may be (hereinafter referred to as the known as 'Schedule Property') Plot No. ----- 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 in writing according to the Industry bye-laws designs and building plans approved by the proper municipal or other competent authorities and KSSIDC Ltd.

Whereas the Allottee has applied to the KSSIDC for allotment of Plot for setting up of an industrial project, and in pursuance thereof, the KSSIDC on allotment has agreed to allot the Plot described in the schedule, upon the terms and conditions herein contained.

And whereas the KSSIDC shall be handing over possession of the demised Plot to Allottee on --- or in due course of time.

NOW THIS LEASE CUM SALE WITNESSETH AS FOLLOWS

Applicable to General Category

Allotment of Industrial Plot allotted by KSSIDC to the entrepreneurs belonging to General Category, In consideration of the covenants and agreement herein contained and on payment by the Allottee of Rs.(R....) towards the 99% of the value of the property in one lump-sum, and the balance 1% along with applicable interest payable at the end of Lease period as provided herein after,

Applicable to Scheduled caste / Scheduled tribes

Allotment of Industrial Plot allotted by KSSIDC to the entrepreneurs belonging to scheduled caste / scheduled tribes the Government of Karnataka has granted 50% concessional rates amounting to Rs. _____ and the allottee shall make payment of 25% of the cost of the Plot upfront amounting to Rs. _____ and shall pay the remaining 25% of the cost of the Plot along with interest at 12.5% p.a in 8 equal quarterly instalments, as under :

1. Total Cost of the Plot Rs. : _____
 2. 50% Subsidy in case of SC/ ST Rs. : _____
 3. 25% upfront amount (including EMD amount of Rs. payable Rs.) : _____
 4. Quarterly instalment amount Rs : _____
- (Starting From : _____)



(412)

(Applicable to Minority, Back ward class (Category 1 & 2-A) and Physically challenged & Ex Servicemen)

Allotment of Industrial Plot allotted by KSSIDC to the entrepreneurs belonging to minority, back ward class (Category 1 and 2-A), physically challenged and Ex-servicemen, the Allottee shall make payment of cost of the Plot along with applicable interest as decided by KSSIDC in 6 equal quarterly instalments, as under:

1. Total cost of the Plot Rs. _____
 2. 10% upfront (including EMD amount of Rs.) _____
 3. Quarterly instalment amount Rs. _____
- (Starting From: _____)

On receipt of the payment of EMD vide receipt No..... dated..... and ... cost of the Plot vide receipt No..... dated..... through DD/RTGS and other payments/charges vide receipt No..... dated..... whereof, the KSSIDC hereby acknowledges, the KSSIDC doth hereby demise to the Allottee on Lease cum Sale the Plot on land numbered as mentioned in the schedule.

The Plot hereinbefore expressed to be hereby demised (hereinafter referred to as the 'Schedule Property') unto the Allottee for a term of Ten Years on Lease cum Sale computed from _____ the date of handing over possession on the terms and conditions hereinafter provided.

The KSSIDC reserves the right to revise the cost of the Plot based on actual cost for whatsoever reason so also in the event the corporation is liable for payment of higher compensation as per the decision of Court/Competent Authority. The quantum of cost of the Plot determined by the KSSIDC shall be final, conclusive and binding or otherwise as determined by KSSIDC on the Allottee and it shall not be questioned in any court of law or otherwise. The Allottee is liable to pay such revised cost of the Plot within a period of ----- days of communication of such revision of cost.

In case the Allottee fails to pay the said revised cost of the Plot on or before the date/dates stipulated, the Allottee shall pay to the KSSIDC interest at _____ % per annum at quarterly rests or such other rates as may be fixed by the KSSIDC from time to time on the cost of the Plot due.





COVENANTS BY THE ALLOTTEE

1. TO PAY RATES AND TAXES.

The Allottee shall be liable to pay to the respective jurisdictional local authorities/ all existing and future taxes, rates, assessments and outgoings of every description in respect of the Schedule Property from the date on which possession of the Schedule Property is handed over to the Allottee.

2. TO PAY GOODS AND SERVICE TAX (GST).

The Allottee shall be liable to pay Goods & Service tax as applicable from time to time.

3. TIME LIMIT FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK.

i) The Allottee shall commence civil construction works within one year from the date of handing over possession and after obtaining licence from the Chief Inspector of Factories and Boilers in Karnataka and or from any other Authority as required under law.

ii) The Allottee shall complete civil construction works, erect machineries and complete the project by commencing production within a period of two years from the date of handing over possession of the Schedule Property in Bengaluru Urban and Rural Districts and within a period of 5 years in other than Bengaluru Urban and Rural Districts, Projects after obtaining necessary licences/ clearances/approvals from the concerned such as Government of India, State Government, Local Bodies, Statutory Bodies/ etc., wherever it is required.


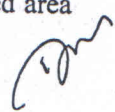
iii) After construction of buildings, the Allottee shall not make any major modifications/alterations/additions to the existing buildings/structures except with the prior approval of the KSSIDC in writing.

iv) The Allottee, in respect of the Schedule Property, shall observe and conform to all rules, regulations and byelaws of the local Authority concerned or any other statutory regulations in force relating to public health and sanitation.

4. TO BUILD AS PER AGREEMENT.

The Allottee shall not construct any building or erect any structure on any portion of the Schedule Property without getting the building plans duly approved by the KSSIDC besides BBMP or concerned municipal or other competent authorities in accordance with the prevailing building regulations of the said authorities.

The Allottee shall submit comprehensive plans for land utilization, buildings, sheds, etc., in triplicate to KSSIDC for prior approval within one year from the date of this agreement or such extended time as may be allowed by the KSSIDC and shall construct the building in 50% of the Plot allotted area for getting the sale deed.



911

5. NOT TO EXCAVATE.

a. The Allottee shall neither make any excavation in nor upon any part of the Schedule Property or it shall remove any stone, sand, gravel, clay or earth from there except for the purposes of either forming foundations of building or executing any civil construction work or related activities in pursuance of this agreement.

6. LAND UTILISATION.

The Allottee shall utilise not less than 50% of the schedule property and in accordance with the floor area ratio and proposals furnished by the allottee to the KSSIDC in the Application for allotment of land and project report submitted to KSSIDC.

That the Allottee shall not use any space in the industrial estate other than demised 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.

That the Allottee shall not erect or permit to be erected on any part of the demised Plot any stables, sheds or other structures of any description whatsoever for keeping house cattle, dogs, poultry or other animals except and in so far as may be allowed by the KSSIDC in writing.

7. FLOOR AREA RATIO.

The Allottee shall follow the building regulations to be notified from time to time by KSSIDC in accordance with the guidelines prescribed by the local planning authority. The details of coverage, setbacks floor area ratio are indicated in Building Regulations hereto.

8. TO BUILD ACCORDING TO RULES.

Both in the construction of any such building or erection and at all times during the continuance of their demise to observe and to conform to the said Building Regulations and to all by-laws, rules and regulations of the Municipality/Local Authority or any other Body having authority in that behalf and any other statutory regulations as may be in force for the time being relating in any way to the demised Plot and any building thereon.

9. CHANGE OF PRODUCT.

That the Allottee shall apply for permission for any change of the product or production capacity or process of manufacturing to the KSSIDC with fixed fees subject to the strict compliance to the norms prescribed by Karnataka State Pollution Control Board and other competent authorities.





10. TO OBTAIN POLLUTION CLEARANCE.

a) The Allottee shall use the Schedule Property only for the purpose of _____ or establishing any other industry permissible under law, only after obtaining prior approval of the KSSIDC, without creating any nuisance, annoyance and disturbance to the owners, occupiers or residents of other Plot in the vicinity and the Allottee shall observe and conform to rules, regulations and guidelines as framed by the Department of Ecology and Environment, Karnataka State Pollution Control Board and other competent and jurisdictional authorities with regard to prevention of water, air and noise pollution.

b) It shall be mandatory for the Allottee to obtain clearance for the project wherever necessary from Karnataka State Pollution Control Board before commencement of approved project.

11. LIABILITY.

If during the term of the lease Cum Sale the Allottee or his workmen or servants



(i) Damage 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 property 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 building, the Allottee shall pay such damages thereof within three months from the date of such demand as may be assessed by KSSIDC whose decision as to the extent of injury or damage or the amount of damages payable there for shall be final and binding on the Allottee.

12. SINKING OF BORWELLS.

The Allottee shall not sink bore-well on the demised Plot without the prior written approval of the District administration i.e, Deputy Commissioner of the District concerned and KSSIDC. Any bore-well sunk by the Allottee on the demised Plot un-authorisedly will become the property of the KSSIDC and the same should be surrendered to the KSSIDC within one month from the date of issue of notice by the KSSIDC if the demised premised Plot has good underground sources of water, the KSSIDC is at liberty to sink the bore well and water required for the Allottee's project will be supplied to the required extent through the scheme implemented by the KSSIDC. The Allottee shall have no objection for supply of excess water drawn from the bore well sunk on the Plot allotted to it, to others allotted by the KSSIDC. The Allottee shall adhere to the terms and conditions as decided by the KSSIDC regarding water supply system from time to time.



(410)

13. SANITATION.

To observe and to conform to all rules, regulations and by-laws of the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed on the demised Plot in order to keep the demised Plot and surroundings, clean and in good condition to the satisfaction of the KSSIDC and shall not without the prior consent in writing of the KSSIDC permit any labourers or workmen to reside upon the demises Plot and in the event of such consent being given shall comply strictly with the terms thereof.

14. ALTERATIONS.

No alterations or additions shall at any time be made to the facade or elevation of any building or erection erected and standing on the demised Plot or architectural features thereof except with the prior approval in writing of the KSSIDC.

15. TO REPAIR.

The Allottee shall maintain the schedule property and the buildings erected thereon in good conditions to the satisfaction of the KSSIDC.

16. TO ENTER AND INSPECT.

To permit the KSSIDC/ the Managing Director or any other Officers employed by them from time to time and at all reasonable times of the day to enter and inspect the Plot.

17. NUISANCE.

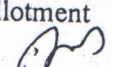
Not to do or permit any thing to be done on the demised Plot which may be a nuisance, annoyance, disturbance to the owners, occupiers or residents of other Plot in the vicinity.

18. USER.

The Allottee shall use the Schedule Property only for the purposes of _____ for establishing any other industry permissible under the law, it shall be done after obtaining prior approval of the KSSIDC.

That the Allottee shall not carry on or permit to be carried on, on the demised Plot 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 Industrial purposes as aforesaid without the previous consent in writing of the KSSIDC and the Local Municipal Authority and subject to such terms and conditions as the KSSIDC / Local Municipal Authority may impose and will not do or suffer to be done, on the demised Plot or any part thereof any act or thing which may be or grow to be a nuisance, damage, annoyance or inconvenience to the KSSIDC or Local Municipal Authority or the owner or occupiers of other Plot in the neighbour hood and shall not be used as an apartment or a shop or a building or ware-house or a residential building or a Hotel or commercial activities for any other purpose except for the purpose as agreed herein above. However, such cases will be dealt in accordance with the provisions of Allotment guide lines.

7



19. CHANGE IN CONSTITUTION.

Any Change in the constitution from Proprietary concern/ Partnership concern/ Private Limited Company/ society etc shall require prior written approval of KSSIDC. The Allottee to whom the Plot is allotted should hold interest of not less than 51% till the end of the Lease Cum Sale period and the following cases will be treated as change in constitution of companies and no transfer charges and difference in the land cost will be levied.

(i) Where an individual or proprietor forms a partnership firm by admitting one or more partners and the original individual or proprietor holds more than 51% interest in the capital of the newly formed partnership firm.

(ii) Where the transfer of Plot is from wife to husband, parents to children, brother to brother, sister to sister or vice-versa.

(iii) When along with the members of the family mentioned at (ii) above, the allottee takes an outsider, or outsiders, who do not hold more than 49% shares in the capital of partnership firm.

(iv) Where a proprietor or partnership firm wants to convert the firm into a private limited company and the proprietor or partners of the partnership firm hold 51% of the paid up capital in the new company (to be duly certified by a Chartered Accountant or a practicing Company Secretary).

(v) Conversion of private limited company into public limited company as per the provisions of Law.

(vi) Where the transfer is from one Limited / Private Limited Company to another Limited / Private Limited Company which have common share holders having 51% of the paid up capital of each company.

(vii) Where transfer is due to operation of law e.g. by amalgamation of two or more companies under the High Court Order etc.,


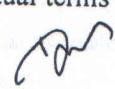
(viii) In the event of the Allottee reducing his/her interest/shareholdings either in the Allottee's firm/company or in the newly constituted firm/company below 51% of the total shareholdings of the company, the Allottee shall pay to the KSSIDC a penalty or revised cost of the Land as decided by the KSSIDC from time to time in this regard, provided that, such relaxation shall be permissible if the Allottee has substantially implemented the projects.

20. NOT TO ALIENATE.

THE ALLOTTEE shall not assign, mortgage or alienate or sub-let the schedule property or work-shed that may be constructed thereon during the LEASE cum Sale period without prior approval in writing of the KSSIDC.

21. ASSOCIATION/AGENCY.

The Allottee 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 Systems (SWDS). All the capital and revenue expenses relating to Acquisition and commissioning of CETP, SWDS, SWM and STP etc shall be shared by both the parties on mutual terms determined/decided by KSSIDC.



22. MORTGAGE OF LEASE HOLD RIGHTS.

The Allottee may mortgage the lease hold right/s in the Schedule Property after obtaining consent in writing from the KSSIDC to secure loans for erection of building, plant and machinery on the schedule property or to avail term loan facilities for the purposes of the project on the schedule property from reputed financial institutions and banks. In such cases the KSSIDC shall hold second charge on the schedule property and the first charge shall lie with the banks and financial institutions who have financed loan for the Plot for which KSSIDC has issued No Objection Certificate. Any decision of the KSSIDC in this regard is final and binding.

23. PROCEEDINGS BY BANKS AND FINANCIAL INSTITUTIONS FOR RECOVERY OF DUES.

Whenever the Allottee defaults in payment to financial institutions and such financial institution/s, proceed against the Allottee for recovery of its dues, the KSSIDC shall proceed in accordance with the terms and conditions of allotment after giving notice. Without prejudice to the powers of the KSSIDC-Corporation, as mentioned above, the KSSIDC may permit transfer of lease-hold rights in favour of the auction purchaser recommended by the financial institution/s, on payment of an amount equivalent to the difference between the prevailing allotment price and the amount already paid by the Allottee herein, to the KSSIDC towards the cost of Plot through the financial institution/s. The financial institution/s shall be liable to pay the amount mentioned above for the KSSIDC-Corporation to consider such transfer of lease hold rights. In case of units taken over under Sec. 29 of SFCs Act, SARFAESI or any other applicable law by KSFC due to non-payment of loan, the KSSIDC may permit transfer of lease-hold rights in favour of the auction purchaser recommended by the KSFC, on payment of an amount equivalent to the difference between the cost of the Plot actually paid by the Allottee and the final cost of the schedule property (which shall be on actual cost basis and not prevailing allotment rate).

24. DETERMINATION OF LEASE AND RESUMPTION OF PLOT.

It shall be open to the KSSIDC during the currency of the Lease Period to take possession of the allotted Plot together with factory and other buildings and fixtures located for any violation of any of the conditions of this deed or the terms and conditions of allotment after following the provisions in accordance with the terms and conditions of allotment. Such determination shall be subject to the rights of Financial Institution as stated in para-23.

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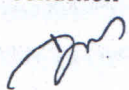
25. FORFEITURE.

(i) Notwithstanding anything, herein before contained if there shall have been in the opinion of the KSSIDC any breach by the Allottee or by any 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 KSSIDC remaining unpaid for a period of 90 days after the same shall have been demanded by the KSSIDC or if the Allottee or the persons in whom the terms hereby created / vested is adjudged insolvent and if this Agreement is determined as herein before specified, it shall be lawful for the KSSIDC without prejudice to any other right of action of the KSSIDC in respect of any breach of this Agreement to re-enter without taking recourse to a court of law upon the demised Plot or whole or any part thereof and thereupon this demise shall absolutely CEASE and determine and the money paid by the Allottee by virtue of these presents shall stand forfeited to the KSSIDC without prejudice to rights of the KSSIDC to recover from the Allottee all money that may be payable by the Allottee hereunder with interest thereon at percent per annum and the Allottee shall not be entitled to any compensation whatsoever. However, exercise of such right will be subject to Financial Institutions claim as stated in para 23.

(ii) Provided the Allottee after obtaining the written consent of the Bank/financial institutions 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 Plot after paying up all outstanding amount including interest up to date and all municipal and other taxes, rents and assessments then due and all damages and other dues accruing to the KSSIDC and to remove the materials from the demised Plot within three months of the determination of lease and in case of failure on the Allottee's part to do so, the buildings and erections standing on the demised Plot and all materials thereof shall vest in the KSSIDC and Allottee shall then have no right to claim for the refund of any money paid by him to the KSSIDC up to that time or to claim any compensation for the structures and materials put up by him on the demised Plot.

(iii) 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 KSSIDC on the financing body or bodies regarding said breach or breaches.

The amount paid by the Allottee shall stand-forfeited whenever there is a breach of any condition contained in the Lease cum Sale agreement.



26. LIQUIDATION.

In case the Allottee goes into liquidation or winding up proceedings without implementing the project fully, the lease cum sale agreement shall stand determined and the land will come back to the KSSIDC subject to rights of Financial Institutions as stated in para 23.

In case of amalgamation of the ALLOTTEE Company through due process of Law / Orders of Hon'ble Court, the successor company shall be liable to pay fees/penalty prevailing for amalgamation of property/properties.

27. CANCELTION OF ALLOTTMENT OF PLOT.

The allotment of Plot on Lease cum Sale automatically gets cancelled and the property gets resumed to the KSSIDC if the property has not been utilised for the project for which it is allotted within 2 years in Bengaluru Urban and Rural Districts and 5 years (five) in other than Bengaluru Urban and Rural Districts, from the date of possession. However, such resumption shall be subject to any prior charge created in favour Financial Institutions/Banks.

28. COMMUNICATION.

Any notice or communication required to be served hereunder shall be deemed to have been sufficiently served on the Allottee if, sent by Email and any other Digital mode of service or served by "Registered Post Acknowledgement Due" Post and signed by an Officer of the KSSIDC 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 Allottee or otherwise howsoever.

29. VOLUNTARY SURRENDER.

(i) Voluntary surrender of Plot by the allottee is subject to payment of penalty as under for the all the places others than Hyderabad Karnataka Zone I and II:

Category of Industrial Estate	Period of surrender	% of Deduction of cost of the Plot
Zone-1/2/3/4	In case surrender is made within two years of allotment	30 % of Cost of the plot of allotted property which is inclusive of slum cess and statutory payments.
Zone-2/3/4	In case surrender is made after two years of allotment	55 % of Cost of the plot of allotted property which is inclusive of slum cess and statutory payments
Zone -2/3/4	No plots surrender is possible after Five years of allotment	
Zone -1	No plots surrender is possible after two years of allotment	

(ii) Voluntary surrender of Plot shall be subject to the Guidelines framed/to be framed from time to time and enforced by KSSIDC in respect of Hyderabad Karnataka Zone I and II.

30. COST OF THE PLOT.

The Allottee shall pay the cost of the Plot calculated at the rate decided by the KSSIDC for each Industrial Estate. The KSSIDC reserves the right to enhance the cost of the Plot, if the compensation payable under an award is enhanced by any competent court subsequently. The Allottee is liable to pay the difference in cost of Plot after determination of final cost of the Plot by the KSSIDC which shall be on the basis of actual cost, within one month from the date of communication of difference by the KSSIDC.

31. PAYMENT OF DIFFERENCE OF COST OF THE PLOT.

The Allottee is liable to pay the difference in cost of the Plot whenever it is notified and communicated on provisional basis, Allottee is liable to pay ~~the~~ such difference in the cost of Plot determined and decided by the KSSIDC, within one month from the date of communication by the KSSIDC.

32. POWER INFRASTRUCTURE.

a) The Allottee shall pay amount towards Power line charges as determined by the KSSIDC on pro-rata basis in the event of the KSSIDC incurring additional expenditure for providing power infrastructure. However, no objection in favour of Karnataka Power Transmission Corporation Limited and the distribution Companies viz., BESCOM, MESCOM and GESCOM will be issued only on the receipt of the payment.

b) The Allottee shall also pay ESCOMS/ KPTCL the cost of extension of line or upgrading the capacity of transformer or erection of new transformer centre, as the case may be and avail the power as below:

For LT Consumers	From the power infrastructure provided by KSSIDC (i.e, Transformers/secondary lines in the Industrial Estate).
For HT Consumers up to 750 KVA	From the nearest 11KV feeder line in the Industrial Estate provided by the KSSIDC remitting applicable HT Extension Line cost incurred by KSSIDC.
For HT Consumers beyond 750 KVA	By drawing separate 11 KV feeder line from the nearest existing KPTCL Sub-stations / EHT lines at the Allottee/s cost as per BESCOMS/ KPTCL norms.

(407)

33. NOTICE IN CASE OF DEATH OF ALLOTTEE.

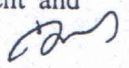
In the event of death of the Allottee of the Plot, during the term of lease or otherwise howsoever inherited/transferred during the term of the Lease hereby granted, within one calendar month from the date of such inheritance or transfer, deliver a notice of inheritance or transfer to the KSSIDC setting forth 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 inheritance or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the KSSIDC and it is hereby covenanted that failure to carry out this condition shall without prejudice to the right of the KSSIDC to determine this Lease cum Sale Agreement for breach of this covenant and shall also entail penalty as prescribed/determined by the KSSIDC. The Legal heirs of deceased allottee of the Plot concerned would acquire the same lease-hold rights over the property, as the original allottee had in schedule property, but only after the determination of the claims and counter claims by the KSSIDC. If the claims and counter claims are of complicated nature, it is open to the KSSIDC to call upon the claimants and counter claimants to approach a competent Civil Court for the purpose of getting the matter adjudicated.

Notice In case of Assignment of the Allotment of Plot/acquisition by Operation of Law

In the event of Assignment of the Plot, or by the operation of Law or otherwise howsoever become assigned or transferred during the term of the Lease hereby granted, within one calendar month from the date of such Assignment or transfer, deliver a notice assignment or transfer to the KSSIDC setting forth 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 or transfer and document as aforesaid accompanying the said notice which shall remain for 7 days at the office of the KSSIDC and it is hereby covenanted that failure to carry out this condition shall without prejudice to the right of the KSSIDC to determine this Lease cum Sale Agreement for breach of this covenant and shall also entail penalty as prescribed/determined by the KSSIDC. The Assignee concerned / person who acquired the right by the operation of Law or otherwise howsoever would acquire the same Lease-hold rights over the property, as the original allottee had in schedule property, but only after the determination of the claims and counter claims by the KSSIDC. If the claims and counter claims are of complicated nature, it is open to the KSSIDC to call upon the claimants and counter claimants to approach a competent Civil Court for the purpose of getting the matter adjudicated.

However, if the Allottee's firm is dissolved and no successor in interest is there or appointed within 60 days of its dissolution, the KSSIDC shall be entitled to terminate present Agreement and resume the property.

9



34. RECOVERY OF RENT, FEES, ETC AS ARREARS OF LAND REVENUE.

Any loss suffered by the KSSIDC on a fresh grant of the demised Plot for breach of aforesaid conditions on the part of the Allottee or any person claiming through or under him shall be recoverable from the Allottee.

If and whenever any part of the cost of the Plot hereby reserved or recurring fees or service charges payable by the Allottee hereunder shall be in arrears the same may be recovered from the Allottee as arrears of land revenue.

35. EXPENDITURE MET BY KSSIDC.

If the KSSIDC incurs any expenditure arising from legal proceedings and so also any other unauthorised acts of the allottee such expenditure shall be payable by the Allottee and shall be debited to the Allottee's account and shall be payable by the Allottee.

36. COSTS AND CHARGES TO BE BORNE BY THE ALLOTTEE.

The stamp duty and registration charges in respect of the execution of the Lease cum Sale Agreement and its duplicate including the cost, charges and expenses of attorneys of the KSSIDC shall be borne and paid wholly and exclusively by the Allottee.

37. KSSIDC'S COVENANT FOR PEACEFUL ENJOYMENT.

The KSSIDC doth hereby covenant with the Allottee that the Allottee complying with the terms and conditions of Allotment stipulated and performing the covenants hereinbefore prescribed shall peacefully enjoy the demised Plot for the said term hereby granted with out any interruption or disturbance from or by the KSSIDC or any person or persons lawfully claiming under the KSSIDC.

38. ALLOTMENT LETTER.

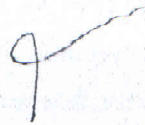
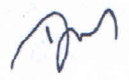
That the Allottee shall also abide by the terms and conditions of the letter of allotment. The letter of allotment shall form part and parcel of the Lease Cum Sale Agreement.

39. ARBITRATION CLAUSE.

“ Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof, shall be referred and settled under the arbitration centre-Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its Rules”.

40. AUTHORITY.

All powers exercised by the KSSIDC under this Lease cum Sale agreement may be exercised by the Managing Director, Karnataka State Small Industries Development Corporation Limited or such other person (s) authorized in this behalf.



IF the ALLOTTEE performs all the conditions mentioned therein and committed no breach thereof, the KSSIDC shall at the end of Ten years, sell the property to the ALLOTTEE and all expenses in connection with such sale the stamp duty, registration charges etc. shall be borne by the ALLOTTEE. However sale deed shall not be issued before the expiry of the ten years Lease period.

ON complying with the terms and conditions of this agreement in the manner stated above but not otherwise, the KSSIDC shall execute the Absolute Sale Deed in favour of the ALLOTTEE.

THE ALLOTTEE if evicted for breach of any of the terms and conditions of allotment and covenants hereinbefore mentioned shall not be entitled to claim from KSSIDC any compensation towards the value of the improvements to the super-structure erected by them on the schedule property by virtue of and in pursuance of these presents.

The ALLOTTEE shall pay Service charges every year & Water charges regularly as demanded by the KSSIDC.

The matters not specified/stipulated in these presents, the KSSIDC shall be entitled to give directions to the Allottee. Which the Allottee shall carryout, the default in carrying out such directions will be breach of conditions to these presents.

DESCRIPTION OF PLOT

All that piece & parcel of the Plot No. _____ in the _____ Industrial Estate comprised in _____ within the limits of Village _____ Hobli _____ Taluk _____ District _____ measuring _____ meters from North to South and _____ from East to West, containing by measurement of _____ Sqmts or thereabouts and bounded as follows that is to say:-

Bounded on:-

On the North by	
On the South by	
On the East by	
On the West by	

OTHER BUILDING REGULATIONS.

1. The allottee shall not use the Plot for any purpose except other than purpose for which it is allotted.
2. All buildings shall be constructed in accordance with the municipal / BBMP building by-laws and other competent authorities regulations in force from time to time as well as any other laws, rules and regulations in force relating to the construction and use of the Plot and in accordance with the plans and elevations approved by the officers authorized by the Board.
3. No construction work shall be commenced unless the plans, elevations and sections have been approved by the officer authorised by the Board and no additions or alterations to the buildings, the plans of which have been so approved, shall at any time be made except with the similar previous approval of the said officer.
4. All survey boundary marks demarcating the boundaries of the Plot shall be properly preserved and kept in good repair by the allottee during the period of construction of buildings. Where more than one allottee is concerned with the same boundary mark, the officer authorized by the Board shall allocate this obligation suitably.
5. The building which shall be erected in the said allotted land/Plot shall be subjected to insurance by the Allottee as required under the Law and for any destruction or damage whether by fire or hurricane or otherwise the KSSIDC shall not be liable.

WHEREAS the property more fully described in the Schedule hereunder was registered by way of Lease for the period of 99 years by the KSSIDC in favour of the Allottee herein under Lease deed dated and registered as Document No. of of Book1 volume filed at pages to on the file of the Sub Registrar of, Bengaluru, In pursuance to the Government order No.CI:105: SPI: BENGALURU :DATES:11.07.2017 issued by Government of Karnataka, the above said registered 99 years Lease deed stands cancelled by substituting this Lease -cum- Sale Agreement.

IN WITNESS WHEREOF The Karnataka State Small Industries Development Corporation Limited hath caused the Deputy General Manager/Assistant General Manager and any other officer authorised in this behalf, to set his/her hand and affix the official seal hereto on their behalf and the Allottee hath set his/her hand and seal thereto the day and year first above written.

SIGNED, SEALED AND DELIVERED

Assistant General Manager

**Karnataka State Small Industries
Development Corporation Limited**

In the presence of

Signature and Address of Witness: -

KSSIDC

Signature and Address of Witness: -

ALLOTTEE

