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Lease cum Sale Agreement

This Deed of lease made at Bengaluru the 9TH Day of **December** Two Thousand **Nineteen** between the Karnataka Industrial Areas Development Board, having its Head Office at **No:49, 4th & 5th Floors, East Wing, Khanija Bhavan, Race Course Road, Bengaluru-560001, (PAN:AAATK1305J)** represented by **Sri.S.G.Ramachandra, Assistant Secretary**, the duly authorized person hereinafter called the 'Lessor' (which term shall wherever the context so permits, mean and include its successors in interest) of the one part and **M/s.Elite Corrugaters,** having its office at **No.29, 7th Cross, Mukambika Nagar, Hosakerahalli, BSK 3rd Stage, Bengaluru-560085 (PAN No.AJJPG7850L)** represented by **Sri.Gowrishankar M.N., Proprietor** the duly authorised persons hereinafter called the 'Lessee' (which term shall wherever the context so permits, mean and include his/her/its heirs, executors, administrators, assignee and legal representatives) of the other part.

RECITALS

Whereas the Lessee has applied to the Lessor for allotment of land for setting up of an industrial project, and in pursuance thereof, the Lessor has issued Allotment Letter No.KIADB/HO/Allot/21261/8864/2017-18 dtd.08-09-2017, Possession Certificate No.IADB/AE/1050/2019-20 dtd.21-10-2019 and Indemnity Bond dtd.28-11-2019.

Whereas the Lessor in the allotment letter No.KIADB/HO/ Allot/ 21261/8864/2017-18 dtd.08-09-2017 had insisted for submission of an indemnity bond to the Lessee indemnifying the Lessor –Board or any person claiming under it for any loss or damage in the event of their failure to pay the balance tentative cost of land of Rs.58,90,673/- (Rupees Fifty eight lakhs ninety thousand six hundred and seventy three only) in 8 equal quarterly installments together with 10.95% interest per annum from the date of issue of possession certificate and also agreeable for cancellation/resumption of

For Elite Corrugaters

Proprietor.

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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land allotted in such circumstances and save the Board harmless forever and ever.

Whereas the Lessee has submitted to the Lessor-Board an Indemnity Bond dtd.28-11-2019, accordingly and the Lessor has agreed to execute the lease deed in favour of the Lessee.

NOW THIS LEASE WITNESSESTH AS FOLLOWS
DESCRIPTION OF LAND

1. In consideration of the sum of **Rs.64,83,705/- (Rupees Sixty four lakhs eighty three thousand seven hundred and five only)** paid by Lessee to the Lessor and a sum of **Rs.58,90,673/- (Rupees Fifty eight lakhs ninety thousand six hundred and seventy three only)** payable by the Lessee to the Lessor, totally **Rs.1,23,74,378/- (Rupees One crore twenty three lakhs seventy four thousand three hundred and seventy eight only)** as tentative premium and of the rent hereby reserved and of covenants and conditions on the part of Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land known as **Plot No.32-B** in the **Avverahalli (Dobaspet 4th Phase) Industrial Area** comprised in **Sy No(s).Parts of 17/2, 17/3 & 17/4** within the village limits of **K.G.Srinivasapura,** Hobli **Sompura,** Taluk **Nelamangala**, District **Bengaluru Rural** containing by admeasurement **6070.00 Sqr.mtrs** or thereabouts and more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and surrounded by a red coloured boundary line together with the building and erections now or at any time hereinafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging except and reserving unto the Lessor all mines and minerals in and under the said land or any part thereof to hold the land and premises herein before expressed to be hereby demised (hereinafter referred to as "the Demised Premises") unto the Lessee on lease for a term of **Ten Years** computed from the date of this agreement on the terms and conditions hereinafter provided.

For Elite Corrugate

For Elite Corrugators

Proprietor

Proprietor.

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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2.Provided the lease gets automatically cancelled in case the land is not utilized within a period of three years in case of MSME, large and five years in case of mega, ultra mega and super mega projects.

During the subsistence of the lease period, the Lessee shall pay to the Lessor yearly rent of **Rs.1,500/-** (Rupees **One thousand five hundred** only) and maintenance charges of **Rs.7,500/-** (Rupees **Seven thousand five hundred** only) from **21st** day of **October** month each and every year.

Provided always that in case the Lessee fails to pay the said rent on or before the date stipulated, the Lessee shall pay to the Lessor simple interest at 12.75% per annum or such other rates as may be fixed by the Lessor from time to time on the rent due.

COVENENTS BY THE LESSEE

1. TO PAY RATES AND TAXES

The Lessee 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 Lessee.

2. TO PAY SERVICE TAX

The Lessee shall be liable to pay service tax as determined by the Lessor from time to time.

3. NOT TO EXCAVATE

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

b) Lessee shall not disturb/close the valley/drain, if any, running across the Schedule property till such time a suitable alternative for the drainage with the

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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prior approval of the Lessor is devised and implemented. The decision of the Lessor in this behalf shall be final and binding on the Lessee.

4. TO OBTAIN POLLUTION CLEARANCE

The lessee shall use the Schedule Property only for the purpose of setting up of an industry for manufacture of **"Corrugated Kraft Paper Boxes"** or establishing any other industry permissible under law, after obtaining prior approval of the Lessor, without creating any nuisance, annoyance and disturbance to the owners, occupiers or residents of other premises in the vicinity and the Lessee shall observe and conform to all statutory clearances from Karnataka State Pollution Control Board and other statutory competent authorities before commencement of the project.

It shall be mandatory for the Lessee to obtain clearance for the project from Karnataka State Pollution Control Board and other statutory competent authorities before commencement of the project.

5. TO BUILD AS PER AGREEMENT

The Lessee 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 Lessor in accordance with the prevailing building regulations of the Board as set out in the Second Schedule hereto.

The Lessee shall submit the comprehensive plans for land utilization, buildings, sheds, etc., in triplicate for prior approval within six months from the date of this agreement or such extended time as may be allowed by the Lessor.

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

i) The Lessee shall commence civil construction works within nine months from the date of lease cum sale agreement for MSME & Large Enterprises and 15 months for Mega, Ultra Mega & Super Mega Enterprises and complete the project by commencing production

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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a) Within a period of three years from the date of lease cum sale agreement, in case of MSME, Large and
b) Five Years for Mega, Ultra Mega, Super Mega Projects.
c) Promoters to obtain extensions of time if there are valid reasons.

After obtaining licence from the Chief Inspector of Factories and Boilers in Karnataka and /or from any other Authority as required under law.

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

iii) The Lessee shall maintain the Schedule Property and the buildings erected thereon in good repairs and conditions to the satisfaction of the Lessor.

iv) The Lessee, 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.

7. EXTENSION OF TIME

i) The Lessee shall seek extension of time in writing by giving valid reasons to the concerned investment approving committees viz. DLSWCC/SLSWCC/SHLCC through Lessor and the investment approval committees may at its discretion extend the time for completion of civil construction works, erection of machineries and commencement of production for a further period of :
   a) One year subject to the Lessee paying penalty of 2% of allotment cost.
   b) Subsequent extension of another one year subject to the Lessee paying penalty of 5% of allotment cost.

ii) No further extension beyond two years will be allowed.

8. LAND UTILIZATION

The Lessee shall utilize not less than 50% of the schedule property and in accordance with the floor area ratio and proposals furnished by the Lessee to the Lessor in the Application for allotment of land and project report submitted to SHLCC/SLSWCC/DLSWCC/Allotment Committee.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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9. FLOOR AREA RATIO

The Lessee shall follow the building regulations to be notified from time to time by the Lessor-KIADB in accordance with the guidelines prescribed by the local planning authority. The details of coverage, setbacks floor area ratio is indicated in second schedule (Building Regulations).

10. 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 premises and any building thereon.

11. 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 premises in order to keep the demised premises and surroundings, clean and in good condition to the satisfaction of the Chief Engineer & Chief Development Officer and shall not without the previous consent in writing of the Chief Engineer & Chief Development Officer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

12. ALTERATIONS

That no alterations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the demised premises or architectural features thereof except with the previous approval in writing of the Chief Engineer & Chief Development Officer.

13. TO REPAIR

The Lessee shall maintain the scheduled property and the buildings erected thereon in good repairs and conditions to the satisfaction of the Lessor.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
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14. TO ENTER AND INSPECT

To permit the Lessor or the Chief Executive Officer & Executive Member or the Chief Engineer & Chief Development Officer and other Officers, Surveyors, workmen or others employed by them from time to time and at all reasonable times of the day.

15. NUISANCE

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

16. USER

The Lessee shall use the Schedule Property only for the purpose of setting up of an industry for manufacture of **"Corrugated Kraft Paper Boxes"** or establishing any other industry permissible under the law, after obtaining prior approval of the Lessor.

17. INSURANCE

To keep the building already erected or which may hereinafter be erected on the said land excluding foundations and plinth insured in the joint names of the Lessor and the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) in some well established insurance company to be approved by the Chief Executive Officer & Executive Member and on demand to produce to the Chief Executive Officer & Executive Member the policy of such insurance and the current year's receipt for the premium. Whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same to the satisfaction of the Chief Executive Officer & Executive Member and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damages by fire, hurricane or otherwise had happened.

For Elite Corrugaters

Proprietor

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Karnataka Industrial Areas Development Board
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18. MORTGAGE OF LEASE HOLD RIGHTS.

The Lessee may mortgage the lease hold right/s in the Schedule Property after obtaining consent in writing from the Lessor to secure loans for erection of building, plant and machinery on the schedule property or to avail working capital facilities for the purposes of the project on the schedule property from reputed financial institutions and banks. The KIADB shall hold first charge on the schedule property and second charge shall lie with the banks and financial institutions who have financed loan for the plot/plots for which KIADB has issued No Objection Certificate. The Lessor may consider permission to offer the lease-hold rights of the scheduled property as collateral security to financial institutions for raising loan for any other project other than the project in this agreement, in cases where the projects are fully implemented and the land is utilized as per terms of the agreement subject to the loan availed has been duly cleared for the project for which allotment has been made and after obtaining No Objection Certificate from banks and financial institutions. The decision of the Lessor in this regard is final and binding.

19. SUB LEASE

a) The lessee shall inform the Lessor when the built up premises is sublet to their 100% subsidiary companies.

b) In case of IT/ITES/BT infrastructure projects (developers) involving sublease, the lessee shall inform that, when the built up premises is sublet for approved activities.

c) The lessee shall seek the prior approval of the Lessor to sublease built up premises for the Category of the industries other than (a) & (b) above, on the schedule property on such terms and conditions as may prescribed by the Lessor from time to time after implementation of the project as approved by the competent authority and subject to obtaining such clearances as may be required by the Financial Institutions/Banks.

d) The lessee shall pay sub-lease rent to be notified by the Lessor from time to time in all the above circumstances.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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However, where the project consists of different phases or consists of more than one building and the Lessee wants to give on lease, the Lessee can sub-lease such completed portion of the building with the prior approval of the concerned investment approval committee (DLSWCC/SLSWCC/ SHLCC).

20. CHANGE IN CONSTITUTION

The Lessee to whom the land is leased should hold interest of not less than 51% till the end of the lease 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 **(all the partners should belong to SC/ST Community)** 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 should belong to SC/ST Community)** who do not hold more than 49% shares in the capital of partnership firm.

(iv) Where a proprietor or partnership company wants to convert the firm into a private limited company and the proprietor or partners of the partnership company holds 51% of the paid up capital in the new company **(all the partners or directors should belong to SC/ST Community)** (a certificate from a Chartered Accountant should be obtained to ascertain this.)

(v) Conversion of private limited company into public limited company due to the turnover, as per the provisions of Companies Act.

(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**(all the partners or directors should belong to SC/ST Community)**

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

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

254

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In the event of the Lessee reducing its interest/shareholdings either in the Lessee's firm/company or in the newly constituted firm/company below 51% of the total shareholdings of the company, (all the partners or directors should belong to SC/ST Community) the Lessee shall pay to the Lessor a penalty or revised cost of land as decided by the Lessor from time to time in this regard, provided that, such relaxation shall be permissible if the Lessee has substantially implemented the project.

21. TRANSFER OF LEASE HOLD RIGHTS

The Lessor may with the prior approval of the concerned investment approval committee (DLSWCC/SLSWCC/SHLCC) permit the Lessee for transfer of leasehold rights in favour of new entrepreneurs **(who shall also belong to SC/ST Community)** during the currency of the lease period subject to the condition that the Lessee has implemented the project as per the terms & conditions stipulated in the lease document. Facility of transfer of lease hold rights is applicable only if the units have completed the implementation of the project.

In such a case, the Lessee & the Lessor shall share the difference in land cost between the prevailing allotment rate and the allotted rate in the ratio of 75% & 25% respectively along with 10% of allotted price as transfer charges.

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

Whenever the Lessee defaults in payment to financial institutions and such financial institution/s, proceed against the Lessee for recovery of its dues, the Lessor reserves the right to determine the lease in accordance with Sec.34 (B) of the KIAD Act, 1966, after giving notice. Without prejudice to the powers of the Lessor-Board, as mentioned above, the Lessor may permit transfer of lease-hold rights in favour of the auction purchaser recommended by the financial institution/s, on payment of an amount as detailed below to the Lessor towards the cost of land through the financial institution/s, The financial institution/s shall be liable to pay the amount mentioned below for the Lessor-Board to consider such transfer of leasehold rights. In case of units taken over under Sec.29 of SFCs Act by KSFC &

take over management.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

Bangalore Rural

253

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KSIIDC due to non-payment of loan, the Lessor may permit transfer of lease-hold rights in favour of the auction purchaser recommended by the KSFC & KSIIDC, on payment of an amount equivalent to the difference between the actual price and the amount already paid by the Lessee herein, to the Lessor towards the cost of land through the KSFC & KSIIDC and they shall be liable to pay the amount mentioned above to the Lessor-Board to consider such transfer of lease hold rights.

If the allotment rate is revised in the Industrial Area	If the allotment rate and the current rate are same in the Industrial Area
a) 25% of the difference between the allotted price and the current price, if the cost of the land is less than 20% of the investment made on the project [excluding land cost] which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants.	a) The new entrepreneur shall pay a penalty of 20% of the total cost paid for the land, provided that, the project is implemented substantially i.e. Lessee should invest more than 50% of the total project cost approved by the concerned Investment Approval Committee, which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants. Also the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transferring charges.
b) 75% of the difference between the allotted price and the current rate if the cost of the land is more than 20% of the investment made on the project [excluding land cost] which should be evidenced by a certificate from the financial institutions or Chartered Accountants.	b) The new entrepreneur shall pay a penalty of 30% of the total cost paid for the land, provided that, the project is implemented partially i.e. Lessee should have invested more than 25% and up to 50% of the total project cost approved by the concerned Investment Approval Committee, which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants. Also the new entrepreneur has to pay 10% of

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

252

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c) 10% of the land cost paid by the original allottee as transferring charges.	the land cost paid by the original allottee as transferring charges. c) The new entrepreneur shall pay a penalty of 40% of the total cost paid for the land, where the project is less implemented i.e. Lessee invested less than 25% of the total project cost approved by the concerned Investment Approval Committee, which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants. Also the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transferring charges.

23. DETERMINATION OF LEASE AND RESUMPTION OF LAND

It shall be open to the Lessor during the currency of the lease 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 contained in the KIAD Act, 1966. In such an event, the Lessee shall be entitled for a compensation of 50% of the original allotment cost and actual amount paid.

24. LIQUIDATION

In case the Lessee goes into liquidation or winding up proceedings without implementing the project fully, the lease agreement shall stand determined and the land will come back to the Lessor.

25. VOLUNTARY SURRENDER

The Lessor may accept voluntary surrender of schedule property by the Lessee subject to levy of penalty at 15% of the allotment cost per annum.

For Elite Corrugaters

Proprietor

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Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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26. DETERMINATION OF FINAL PRICE

The Lessee is liable to pay the difference in cost of premium after determination of final price by the Lessor, within one month from the date of communication by the Lessor.

27. SINKING OF BOREWELLS

The Lessee shall not sink bore-well on the demised premises. Any bore-well sunk by the Lessee on the demised premises unauthorisedly will become the property of the Lessor and the same should be surrendered to the lessor within one month from the date of issue of notice by the Lessor. If the demised premises has good underground sources of water, the Lessor is at liberty to sink the borewell and water required for the Lessee's project will be supplied to the required extent through the scheme implemented by the Lessor. The Lessee shall have no objection to supply of excess water drawn from the borewell sunk on the plot allotted to it, to other plots allotted by the Lessor. The Lessee shall adhere to the terms and conditions as decided by the Lessor regarding water supply scheme from time to time.

28. TO GIVE PREFERENCE IN EMPLOYMENT OF LABOUR

i) The Lessee shall provide employment as per the Industrial Policy Resolution.

ii) The Lessee shall provide minimum one job for each family of land losers as per the list, which will be provided by the KIAD Board.

29. NOTICE IN CASE OF DEATH

In the event of the Lessee's death the person to whom the title has been transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death. The survivors and his/her or heirs of the allottee 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 Lessor. If the claims and counter claims are of complicated nature, it is open to the Lessor to call upon the claimants and counter claimants to approach a competent Civil Court for the purpose of getting the matter adjudicated.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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

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

31. POWER INFRASTRUCTURE

(a) The Lessee shall pay amounts towards Power Charges as determined by the Lessor on pro-rata basis in the event of the Lessor incurring additional expenditure for providing power infrastructure. However, a no objection in favour of Karnataka Power Transmission Corporation Ltd., and the distribution Companies viz. "BESCOM, MESCOM, HESCOM and GESCOM" will be issued only on the receipt of the payment.

(b) The Lessee 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 IT Consumers	From the nearest transformer centre/ secondary line in the Industrial Area provided by the Lessor
For HT Consumers upto 750 KVA	From the nearest 11 KV feeder line in the Industrial Area provided by the Lessor.
For HT Consumers beyond 750 KVA	From a separate feeder line from the nearest existing KPTCL Sub-stations/ EHT lines at the lessee's cost as per BESCOMS / KPTCL norms.

32. LESSOR'S COVENANT FOR PEACEFUL ENJOYMENT

The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the demised premises for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under the Lessor.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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33. JURISDICTION OF COURTS

Only Courts situated in the cities of Bengaluru/Kalaburagi/Dharawada shall have the jurisdiction.

34. EXPENDITURE OVER LEGAL PROCEEDINGS

If the Lessor incurs any expenditure arising from legal proceedings, whether initiated by the Lessor or Lessee, the expenditure shall be debited from the Lessee's account.

35. COSTS AND CHARGES TO BE BORNE BY THE LESSEE

The stamp duty and registration charges in respect of the preparation and execution of the lease and its duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

36. The Lessor shall sell the Scheduled Property to the Lessee at the end of Ten years or the extended period, if any, if the Lessee has performed all the conditions herein contained and committed no breach thereof. All attendant expenses in connection with the sale, such as stamp duty, registration charges etc., shall be borne by the Lessee.

37. The Lessee hereby also confirm that this agreement shall be subject to the provisions of the Karnataka Industrial Areas Development Act, 1966 (Act No. 18 of 1966), the Rules and the Regulations there under and also imposing such terms and conditions from time to time by the Lessor in this regard.

38. The terms and conditions of allotment letter dated:**08-09-2017** bearing **No.KIADB/HO/Allot/21261/8864/2017-18** in so far as they do not contradict the covenants prescribed herein before, are to be treated as part and parcel of this agreement.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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FIRST SCHEDULE
[DESCRIPTION OF LAND]

All that piece of land known as **Plot No.32-B** in the **Avverahalli (Dobaspet 4th Phase) Industrial Area** comprised in **Sy. No(s). Parts of 17/2, 17/3 & 17/4** within the village limits of **K.G.Srinivasapura, Sompura** Hobli, **Nelamangala** Taluk, **Bengaluru Rural** District containing by admeasurement **6070.00 Sq.mtrs.**, or thereabouts and bounded as follows that is to say:-

	Boundaries	**Dimensions**
On or towards North by:	KIADB 15M wide buffer	87.32M
On or towards South by:	KIADB 30M wide road-4	65.06M
On or towards East by:	KIADB buffer	64.28M
On or towards West by:	Plot No.32-A	129.70M

SECOND SCHEDULE

BUILDING REGULATIONS

1.1: Setbacks for Building Height up to 7.0m – G+1F only, and Plot size of up to 255 sq.m for all types of industries including flatted factories and Hi-tech industries; Minimum road width – 9.0m and above.

TABLE-1.1

Width/Depth of Site (m)	Width of Site		Depth of Site	
	Right Side	Left Side	Front Side	Back Side
Up to 10.0	1.0m	1.0m	1.5m	1.0m
Above 10.0	10%	10%	15%	10%

1.2: **ZONE – I INDUSTRIAL (GENERAL):**

(General Industries, Manufacturing, Auto Mobile, Processing, Red Category and such other Industries)

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

Sub-Registrar Office, Nelamangala 747

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TABLE – 1.2: FOR BUILDINGS OF HEIGHT UPTO 15.0M

Sl. No.	Extent of Plot (sq.m)	Setbacks (m)		Maximum Ground Coverage allowed	Permissible FAR	Minimum Road Width
		Front	Rear & Sides			
1	Up to 255	3.00	1.50	65%	1.50	9.0m
2	256 – 510	3.00	2.50		1.50	9.0m
3	511 – 1020	4.50	3.00		1.75	12.0m
4	1021 – 2025	8.00	4.50		1.75	12.0m
5	2026 – 4050	9.00	6.00		2.00	12.0m
6	4051 – 8100	10.00	8.00		2.00	12.0m
7	8101 – 12200	10.00	8.00		2.25	18.0m
8	Above 12201	10.00	8.00		2.50	18.0m

Note: For buildings of height 15.0m and above, setback regulations in Table No.1.4 to be followed.

1.3: ZONE – 2: INDUSRIAL – FLATTED FACTORIES (HI – TECH)

(Group of non-hazardous small Industrial units permitted under household industries and light industries, having not more than 50 workers and these units may be located in multi-storied industrial buildings)

TABLE – 1.3: FOR BUILDINGS OF HEIGHT UPTO 15.0M

Sl. No.	Extent of Plot (sq.m)	Setbacks (m)		Maximum Ground Coverage allowed	Permissible FAR	Minimum Road Width
		Front	Rear & Sides			
1	Up to 255	3.00	1.50	65%	1.75	9.0m and above
2	256 – 510	3.00	2.50		2.00	12.0m and above
3	511 – 1020	4.50	3.00		2.00	12.0m and above
4	1021 – 2025	8.00	4.50		2.25	12.0m and above
5	2026 – 4050	9.00	6.00		2.50	18.0m and above

For Elite Corrugaters

Proprietor

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Bengaluru.

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ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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6	4051 – 8100	10.00	8.00		3.00	24.0m and above
7	8101 – 12200	10.00	8.00		3.25	30.0m and above
8	Above 12201	10.00	8.00		3.25	30.0m and above

Note: For buildings of height 15.0m and above, setback regulations in Table No.1.4 to be followed.

1.4: SETBACKS FOR BUILDINGS OF HEIGHT 15.0M AND ABOVE:

Sl. No.	Height of the building(m)	Front, rear and side setbacks (Min. in m)
1	Above 15m upto 18m	6.00
2	Above 18.0m upto 21m	7.00
3	Above 21.0m upto 24m	8.00
4	Above 24.0m upto 27m	9.00
5	Above 27.0m upto 30m	10.00
6	Above 30.0m upto 35m	11.00
7	Above 35.0m upto 40m	12.00
8	Above 40.0m upto 45m	13.00
9	Above 45.0m upto 50m	14.00
10	Above 50.0m	16.00

Note:

1. For the height of the building equal to and above 15.00m, NOC from Fire Force & Emergency Services Department is mandatory and also the setbacks prescribed in National Building Code/Fire Force & Emergency Services Department shall be followed for building of height more than 15.00m.
2. Where road width is less than 12m or not fall in the above category, guidelines prescribed for nearest road width should be followed.
3. In case the permitted coverage is not achieved with setbacks, the setbacks of the proceeding category may be followed.
4. In case, layout is sanctioned with more than the minimum prescribed setbacks, the same shall be followed in the sanction of the building plans.

For Elite Corrugaters

Proprietor

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

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5. The minimum road width relates to maximum permissible FAR only. When the Plot does not face the road of required width noted against in the table, than the FAR applicable to the corresponding width of the road shall apply.
6. Where a plot faces a wider road than the one prescribed against it, the FAR shall be restricted only to the limit prescribed for the area of the plot.

1.5: CONSTRUCTIONS PERMITTED WITHIN THE SETBACK AREA

The following constructions shall be permitted within the setback area without affecting the required driveway around the building as prescribed below.

a) Pump room;
b) Generator with outdoor acoustic enclosure (Within permissible noise level) and the height of the exhaust pipe should be 3M above the neighboring building adjacent to the generator or as prescribed by the Competent Authority;
c) Watchman's cubicle not more than 3.0m2 and fire control room (maximum 4m x 4m) (no setback from the boundary);
d) Sump tanks below the ground level;
e) Sewage Treatment Plant below and above ground level;
f) Solid waste drying yard/organic waste converter;
g) Children's play area;
h) Swimming pool with change rooms and toilets;
i) Transformer/Power substation(no setback from the boundary is required if permissible under the rules of Competent Authority) and other services;
j) Any other ancillary utility services provided for the building;

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k) Open well and bore wells;

l) R.C.C. ramps for vehicular movement around the building up to width of 6m may be permitted to be constructed within the setback for the vehicular movement around the building and for entry to the parking areas within the building;

m) Architectural features which are not usable for living or storage purpose without hindering the driveway requirements of the building prescribed in these regulations. Such projections shall not be within 5m height from the ground floor level, if such projections are proposed within the driveway area;

n) Cantilever porches, steps and corridor to ground floor entry; and

o) Car parking in basement structures.

For non-high-rise Building items a, b, c, d, e, f, g, h and k may be permitted abutting the building with 1.0m setback from the Plot boundary.

In the above constructions permanent structures shall be permitted in the front setback only upto the building line prescribed.

1.6: PARKING NORMS FOR INDUSTRIAL BUILDINGS

Zone – 1: Industrial (General)

One Car parking of 2.5 m x .5.5 m each shall be provided for every 150 sq.m of floor area plus one lorry space measuring 3.5m x 7.5 m forever 1000 sq.m or part thereof.

Zone – 2: Industrial – Flatted Factories(Hi – Tech)

One Car parking of 2.5m x 5.5 m each shall be provide for every 50 sq.m of floor area.

The industries shall compulsorily provide basement/multi-storied parking.

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Proprietor.

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

The Sub-Registrar Office
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The above mentioned drawing and specifications shall be submitted in triplicate to the concerned Development Officers for approval.

IN WITNESS WHEREOF The Karnataka Industrial Areas Development Board hath caused the Assistant Secretary, the Karnataka Industrial Areas Development Board to set his/her hand and affix the official seal hereto on their behalf and the Lessee has set his/her hand and seal thereto the day and year first above written.

SIGNED, SEALED AND DELIVERED ON BEHALF OF THE CHIEF EXECUTIVE OFFICER AND EXECUTIVE MEMBER, KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

By. **Shri. S.G. Ramachandra,**
Assistant Secretary
Karnataka Industrial Areas
Development Board, Bengaluru
In the presence of:

Assistant Secretary
Karnataka Industrial Areas Development Board
Head Office,
Bengaluru.

1. S.BHARATH (S.BHARATH)
Superintendent, KIADB, Bangalore

2. Amritha Venugopal
Supdt, KIADB,
Bangalore

SIGNED, SEALED AND DELIVERED
by the above named Lessee.
Represented by
Sri.Gowrishankar M.N.,
Proprietor
M/s. Elite Corrugaters,

For Elite Corrugaters

Proprietor.

In the presence of:

1.....
Nagarathna M.
No 29, 7th cross,
Mukambika Nagar,
Hosakerehalli, BSK 3rd Stage
BLR-85

2.....
BH Road - Kelamangala.