

IN THE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

IN

ORIGINAL APPLICATION NO. 813 OF 2024

**IN THE MATTER OF:-**

*News Item titled "Irony on World Environment Day U.P. Forest Corporation to auction 400 green trees in Lucknow on June 5" appearing in The Hindustan Times dated 04.06.2024. (NGT Principal Bench, New Delhi Suo Moto matter)*

**VERSUS**

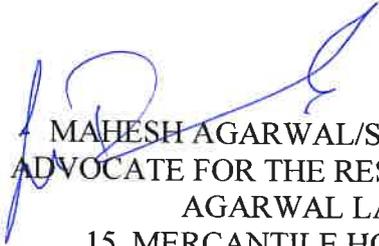
**Uttar Pradesh Forest Corporation & Ors.**

**Respondents**

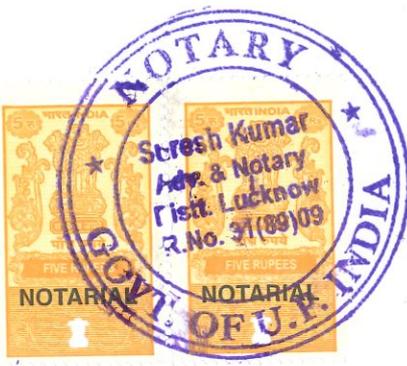
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PLACE: NEW DELHI  
DATED: 03.05.2025



IN THE NATIONAL GREEN TRIBUNAL,  
PRINCIPAL BENCH, NEW DELHI

IN

ORIGINAL APPLICATION NO. 813 OF 2024

IN THE MATTER OF:-

*News Item titled "Irony on World Environment Day U.P. Forest Corporation to auction 400 green trees in Lucknow on June 5" appearing in The Hindustan Times dated 04.06.2024. (NGT Principal Bench, New Delhi Suo Moto matter)*

VERSUS

Uttar Pradesh Forest Corporation & Ors.

Respondents

AFFIDAVIT OF REPLY ON BEHALF OF ASHOK LEYLAND

LIMITED - RESPONDENT NO. 7

I, Saurabh Sajwan, son of Mulayam Singh Sajwan, aged about 27 years, Authorised Signatory of Respondent No. 7, having my office at Plot No.1, Sarojini Nagar, Industrial Area, Extension-1, Lucknow-226008, do hereby solemnly affirm and state as under:

1. I am the authorised signatory of Respondent No.7. I am aware of the facts of the present case and am competent to depose thereto. I have read the notice dated 14<sup>th</sup> February 2025, received on 19<sup>th</sup> February 2025, and the Orders passed in the Original Application as available on the website of this Hon'ble Tribunal.

2. The present Affidavit is filed in compliance with the order dated 03.02.2025 passed by this Hon'ble Tribunal and to bring on record the true and correct facts. I crave leave of this Hon'ble Tribunal to file further Affidavits, if necessary, including those dealing with any report that may be filed by the Registry of this Hon'ble Tribunal or

Sworn & Verified  
Before me.

SURESH KUMAR

Advocate & Notary Public

117/175, Ka/14, Near Majar/Devi Das Marg  
Niwaj Ganj Chowk, Lucknow



any affidavit / representation that may be filed by the author of the News Item before this Hon'ble Tribunal or any other Respondent, as the case maybe.

3. The cognisance has been taken in the present Original Application *suo moto* by the Hon'ble Tribunal and a petition has been registered in reference to the news article titled "*Irony on World Environment Day U.P. Forest Corporation to auction 400 green trees in Lucknow on June 5*" published in national daily, The Hindustan Times, on 4<sup>th</sup> June 2024 ("News Item").
4. By order dated 12<sup>th</sup> July 2024, this Hon'ble Tribunal recorded that the Original Application pertains to the auction of 400 green trees in Lucknow, Uttar Pradesh being:

- (a) Auction of 308 trees obstructing the construction work of building and sheds of Respondent No. 7 located at the Sarojini Nagar Industrial Area, Lucknow, Uttar Pradesh ("Site");
- (b) 92 green trees obstructing construction work on the premises of the Uttar Pradesh State Road Transport Corporation regional workshop at Vibhuti Khand, Gomti Nagar, Lucknow.

The present Affidavit addresses only issue (a) above, as the same concerns Respondent No.7.

5. In the same Order, the Hon'ble Tribunal noted that News Item raises substantial issue relating to compliance of the environmental norms and implementation of the provisions of scheduled enactments. It was in this background that this Hon'ble Tribunal had initiated the present *suo moto* proceedings.

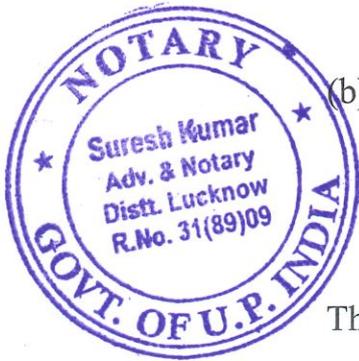
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Before me.

*[Signature]*  
07/05/2025

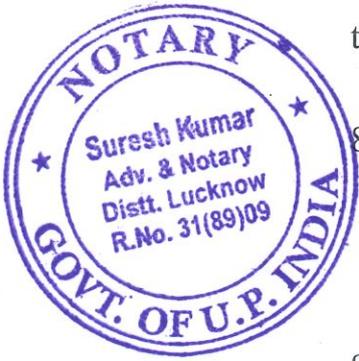
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6. At the outset, I deny all allegations, contentions, insinuations, assertions and statements that may be made in the News Item as against Respondent No.7 that are in any manner contrary to and / or inconsistent with the contents of the present Affidavit. Nothing in the Application is or shall be deemed to be admitted merely by virtue of non-traverse.
7. Respondent No.7 states that the contents of the news article have been published without verifying the true and correct facts of the matter. Had the author of the article verified the correct facts, the contents possibly would have been differently reported.
8. The below mentioned facts are relevant to establish that Respondent No. 7 had no role in the tree felling / cutting except to the extent to the Site which was leased to it for setting up of the industrial unit for manufacturing of commercial vehicles (Buses, LCVs and Trucks) in the present matter:



8.1. Respondent No.7 is a listed public limited company incorporated under the provisions of the relevant Companies Act.

8.2. Respondent No.7 is engaged in the business of commercial vehicle manufacturing and has earned a global reputation of being a market leader and one of the largest manufacturers of such commercial vehicles, electric vehicles, chassis, industrial engines, buses, trucks etc.

Sworn & Verified  
Before me.

*[Signature]*  
07/05/2025

**SURESH KUMAR**

Advocate & Notary Public

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Niwas Ganj Chowk, Lucknow



8.3. The Government of Uttar Pradesh was desirous of attracting private sector investments in manufacturing of electric

vehicles in Uttar Pradesh focused on its mission of Net Zero, reducing emission through cleaner public and goods transport and in this regard had invited various industrial and corporate bodies to set up their plants in the State.

8.4. Towards this, on 15<sup>th</sup> September 2023, Respondent No.7 and Government of Uttar Pradesh through its Infrastructure and Industrial Development Commissioner (“State”) entered in a Memorandum of Understanding. The MoU was executed to facilitate Respondent No.7 to set up a greenfield, integrated commercial vehicle bus plant, primarily focused on electrical buses and other light commercial vehicles, busses, trucks, including ones that were powered by diesel, hydrogen, CNG, LNG etc. A copy of the MoU dated 15<sup>th</sup> September 2023 is hereto annexed and marked as **EXHIBIT ‘A’**.

8.5. Under Clause 1(ii) of the MoU, the State agreed to hand over a “*clean site free from encumbrances*” to Respondent No.7 and the Government through its authorities were required to facilitate and ensure necessary permission and arrange to clear the trees and foliage and hand over a clean site to Respondent No.7 suitable for industrial use. This position is clearly reflected from the letter dated 24<sup>th</sup> May 2024 annexed to the affidavit of Respondent No.1 filed in the present proceedings, as detailed hereinbelow.

8.6. Pursuant to the execution of the MoU, the State issued an allotment letter dated 09<sup>th</sup> January 2024, confirming the allotment of the Site to Respondent No.7. A copy of the



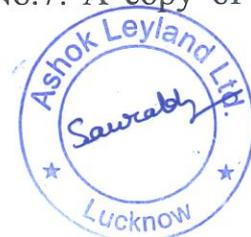
Sworn & Verified  
Before me.

*SK*  
02/05/2025

**SURESH KUMAR**

Advocate & Notary Public

117/175, Ka/14, Near Majar/Devi Das Marg  
Niwaj Ganj Chowk, Lucknow



allotment letter dated 09<sup>th</sup> January 2024 is hereto annexed and marked as EXHIBIT 'B'.

8.7. Vide advertisement dated 14<sup>th</sup> May 2024, Respondent No. 1 issued Standing Tree Auction Notice for the public auction of the standing trees on the Site, to be conducted on 21<sup>st</sup> May 2024. A copy of the advertisement dated 14<sup>th</sup> May 2024 is hereto annexed and marked as EXHIBIT 'C'.

8.8. Further, from a bare perusal of the Affidavit of Respondent No.1, it appears that a Public Auction Notice dated 28<sup>th</sup> May 2024 was issued by Respondent No.1 for Green Sale of 308 trees at the site (Annexure 5 therein).

8.9. In the meantime, on 04<sup>th</sup> June 2024, the News Item titled "*Irony on World Environment Day U.P. Forest Corporation to auction 400 green trees in Lucknow on June 5*" was published on national daily, The Hindustan Times. This News Item forms subject matter of the present Application.



10. It is therefore apparent that the Public Auction Notice / advertisement was published and the trees on the Site were felled and auctioned on 05<sup>th</sup> June 2024 before the Site was handed over to Respondent No.7.

8.11. On 15<sup>th</sup> July 2024, the State and Respondent No.7 entered into a Lease Agreement dated 15<sup>th</sup> July 2024 for the construction and development of the Site in furtherance to the purpose of the MoU. A copy of the Lease Agreement dated 15<sup>th</sup> July 2024 is hereto annexed and marked as EXHIBIT 'D'.

Sworn & Verified  
Before me.

07/07/2025

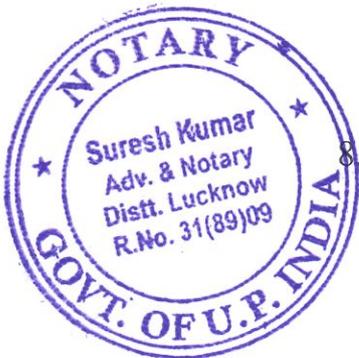
**SURESH KUMAR**  
Advocate & Notary Public  
117/175, Ka/14, Near Majar/Devi Das Marg  
Niwaj Ganj Chowk, Lucknow



8.12. That it was only on 2<sup>nd</sup> August 2024 that the Site was handed over to Respondent No.7. A copy of the possession memo dated 2<sup>nd</sup> August 2024 is hereto annexed and marked as **EXHIBIT 'E'**.

8.13. I say that the News Item, which is subject matter of the present Application, was published on 4<sup>th</sup> June 2024, much prior to the transfer of possession of the Site to Respondent No.7. On this ground alone, the present Application ought to be dismissed as against Respondent No.7, and Respondent No.7 ought not to be implicated under any provisions of the scheduled enactment since Respondent No. 7 is neither a necessary nor a proper party.

8.14. The aforesaid position under the MoU and the understanding between the parties is clearly reflected from the letters annexed to the Affidavit of Respondent No. 1 filed in the present proceedings.



8.15. Strictly in terms of the MoU, Respondent No. 7 had addressed communications to Respondent No. 5 requesting them to take necessary steps and obtain the required permissions from the Forest Department towards handing over of the clean site to Respondent No.7 suitable for industrial use. A copy of the chain of emails addressed by the officials of Respondent No. 5 is hereto annexed and marked as **EXHIBIT 'F'**. It may be noted that no response was received from Respondent No.5 to the emails addressed by Respondent No.7.

Sworn & Verified  
Before me.

*[Signature]*

02/05/2025

**SURESH KUMAR**  
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Niwaj Ganj Chowk, Lucknow

It is pivotal to mention that the felling of the tress was permitted till 20<sup>th</sup> July 2024 as contained in the letter dated 24<sup>th</sup> May 2024 of



Divisional Forest Officer, Forest Division Lucknow, addressed to Respondent No.5. The same is annexed as Annexure 1 to the Affidavit of Respondent No. 1 dated 14<sup>th</sup> October 2024 filed in the present proceedings.

10. Thereafter, Respondent No.7 was handed over the possession of the Site only on 02<sup>nd</sup> August 2024. i.e. much after the auction of the 308 trees which was done on 05<sup>th</sup> June 2024 and the same can be substantiated at Para 3 (IV) of the Affidavit of Reply filed by Respondent No.1. On the date when possession was handed over to Respondent No.7, the trees were already felled by the State through its authorities. Further, as per the MoU, the State and its authorities were responsible for the felling of trees and handing over clean site to Respondent No.7.

11. It was only after the possession of the clean site on 02<sup>nd</sup> August 2024, in accordance with MoU Respondent No.7 in accordance with permission as required by law, commenced construction of facilities and production at the Site. From the foregoing, it is evident that Respondent No.7 is / was neither responsible in any manner involved in the cutting/felling/auctioning of the trees on the Site as alleged in the News item at the relevant time or even otherwise, thus cannot be held responsible for the same.

12. In view of the aforesaid facts and circumstances, the news item contains factually wrong assertions and misreporting of the true and correct facts pertaining to the matter and on this ground alone this Hon'ble Tribunal should alone delete Respondent No. 7 from array of parties in the instant Original Application.

Sworn & Verified  
Before me.

*Suresh Kumar*  
02/05/2025

**SURESH KUMAR**

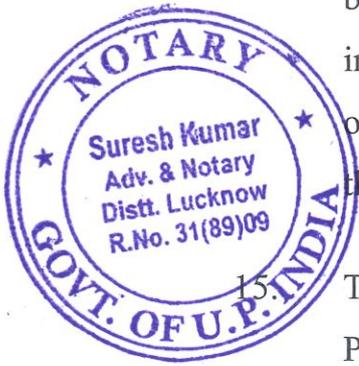
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13. Without prejudice to the aforesaid, it is further submitted that from a bare perusal of the Affidavit dated 14<sup>th</sup> October 2024, filed by Respondent No. 1, it is evident that Respondent No.5 had approached the Divisional Forest Officer, Awadh Forest Division, Lucknow (the Competent Authority) for issuance of necessary permits for the felling of 308 trees. The same was granted with the condition that no damage of any kind would be caused to the other trees. Therefore, any steps taken with respect to the 308 trees existing on the Site prior to handing over to Respondent no.7 was done with due permission from the relevant authority under the Uttar Pradesh Forest Corporation Act, 1974 by Respondent No.5.

14. In the Affidavit of Respondent No.1, at Para 3(xvi) at page 17 alleging that the 400 trees which were felled and auctioned belongs to Respondent No.7 is an incorrect statement, as the said trees belong to UPSIDA and not to Respondent No. 7. Respondent No.1 in paragraph 3(viii) of the Affidavit has admitted and stated that the ownership of the trees vests with Respondent No. 5, thus making the statement regarding ownership contradictory.



15. The plot, being an industrial plot is part of Government of Uttar Pradesh, UPSIDA (Respondent No.5 herein), and in the letter dated 24<sup>th</sup> May 2024 at page 23 of Affidavit of Respondent No.1, it clearly stipulates that it was Respondent No.5 who sought permission for felling of the trees and the said letter also records that the ownership of the tress was with Respondent No.5. Accordingly, Respondent No.5 accepted the rules and conditions of Respondent No.1 and recommended felling of trees.

Sworn & Verified  
Before me.

07/05/2025  
**SURESH KUMAR**  
Advocate & Notary Public  
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16. Even in the letter of the Divisional Forest Officer of the concerned area addressed to Respondent No.5 annexed at page 20 of Affidavit of Respondent No.1, permission for felling of trees was granted to UPSIDA till 20<sup>th</sup> July 2024. Hence, the statement at para 3(xvi) of Respondent No.1 is completely incorrect and seems to be a misnomer inasmuch as it is the UPSIDA which owned the trees, and at whose instance the felling and auction was done.

17. It is clear from the aforesaid that the industrial plot was handed over to Respondent No.7 pursuant to an MoU dated 15.09.2023 i.e. pursuant to the invitation extended by Government for setting up industry in State of Uttar Pradesh. The said MoU itself proceeded on the agreed condition that a clean site would be handed over to Respondent No.7.

18. Accordingly, pursuant to the MoU, the State of Uttar Pradesh through its concerned authority, Respondent No.5, took steps to fell trees by obtaining permission and thereafter auctioned of the tress. All of which was done much prior to the handing over of the Site to Respondent No.7

19. As stated above, the plot was handed over to Respondent No.7 on 02<sup>nd</sup> August 2024. It is submitted that much after the tree felling permission was obtained, the trees were felled and auctioned; a clean site was handed over to Respondent No.7 for industrial purpose. It may be noted that on the date the when the plot was handed over on Respondent No.7, neither was any tree standing nor were the tree felled/cut by Respondent No.7.

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Before me.

02/05/2024  
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20. It is therefore denied that the felling and auctioning of the tress were undertaken at Respondent No.7's bidding or request, or that



the trees belonged to Respondent No.7, as alleged in the Affidavit of Respondent No.1.

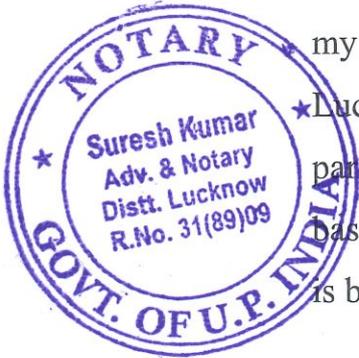
21. In the aforesaid circumstances, it is humbly prayed that the present proceedings be dismissed as against Respondent No.7 and no action or adverse order be passed against Respondent No.7.



**DEPONENT**

**VERIFICATION**

I, Saurabh Sajwan son of Mulayam Singh Sajwan, Aged about 27 years, the Authorised Signatory of the Respondent No.7 abovenamed, having my office at Plot No.1, Sarojini Nagar, Industrial Area, Extension-1, Lucknow-226008, do hereby solemnly declare that what is stated in paragraphs \_\_ to \_\_ of the above Affidavit is true and correct, being based on my knowledge and based on information received by me and is believed to be true.



**DEPONENT**

Place: LUCKNOW

Date: MAY 2025

Sworn & Verified  
Before me.

*SK*  
07/05/2025

**SURESH KUMAR**

Advocate & Notary Public

117/175, Ka/14, Near Majar Devi Das Marg  
Niwaj Ganj Chowk, Lucknow

I Identify of the deponent/Executant  
Who has signed/L.T.I./R.T.I. before me

**EXHIBIT -A****MEMORANDUM  
OF  
UNDERSTANDING****BETWEEN****THE STATE GOVERNMENT OF UTTAR  
PRADESH****&****ASHOK LEYLAND LIMITED****15<sup>th</sup> SEPTEMBER 2023**

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU") made and entered into this 15<sup>th</sup> day of September, 2023 ("Effective Date"), by and between

**Ashok Leyland Ltd**, a company existing under the laws of India, having its head office at No.1, Sardar Patel Road, Guindy, Chennai 600 032 (hereinafter referred to as "AL" along with its subsidiaries or associate companies which expression shall mean successors, permitted assigns,)

and

**Government of Uttar Pradesh** through Infrastructure and Industrial Development Commissioner (hereinafter referred as "State") which expression shall unless repugnant to the context thereof include his successor in office on the other Part.

(AL and Government are collectively referred to as the "Parties" and individually as the "Party").

**RECITAL**

**WHEREAS**

- A. AL is inter alia one of the leading manufacturers of electric vehicles, commercial vehicles, chassis, industrial engines, marine engines, engines for gensets, etc.
- B. The State Government is desirous of attracting private sector investments in manufacturing of Electric Vehicle in Uttar Pradesh ("UP") focused around its mission of Net Zero. Reducing emissions through cleaner public and goods transport is an important lever on the path to net zero. The State Government is committed to promote conversion of diesel buses and other commercial vehicles in State to electric and/or hydrogen over the coming years.
- C. AL is desirous of investing in UP for a greenfield, integrated commercial vehicle Bus plant (bus chassis assembly and bus body building), primarily focused on manufacturing electric buses ("Plant"). AL may also assemble electric light commercial vehicles ("LCVs") and some other buses and trucks, including the ones that are powered by diesel, hydrogen, CNG, LNG, etc. ("Purpose").
- D. Parties had to this extent concluded meetings amongst themselves in Uttar Pradesh on 10 and 11<sup>th</sup> August 2023 and subsequent meetings conducted in person or through video conferencing mode, pursuant to which have agreed to execute this MOU to capture the intentions of the Parties.



## 1. UNDERSTANDING OF PARTIES

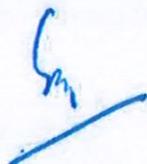
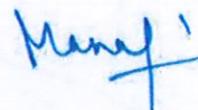
### A. Responsibilities of State

- i. To facilitate and provide all assistance in setting up the Plant to AL, where in future AL shall explore assembly of other kind of commercial vehicles as well.
- ii. The State, through its Authorities, shall identify land for development of an EV Park at the erstwhile Scooters India Limited facility in the existing Amausi Industrial Hub near Lucknow airport in Lucknow city; OR at erstwhile Bharat Pumps & Compressors Ltd (BPCL) facility land at Prayagraj in Uttar Pradesh where specialized companies can set-up their factories. In such an EV Park, the State, through its Authorities, will develop an appropriate Scheme and allot 50-70 acres of industrially usable land to AL on leasehold basis for 90 years at a concessional price of Rs. 1 Crore per acre (not inclusive of registration charges, legal charges, stamp duty and any other charges or taxes involved in transfer of a clean title of the land in the name of AL). The site shall be finalized by AL within one-month of signing of this MoU.

It may be noted that the State had offered AL six different land options and after a thorough survey, AL had suggested the above- mentioned land parcel options as its preference to the State. The land for the factory shall be provided to AL free of any encumbrances. The State will facilitate AL in obtaining the requisite clearances from the State Pollution Control Board of UP, The Central Pollution Control Board under Directions/Guidelines/Regulations to the extent applicable read with the Rulings of NGT applicable to Industrial Development project(s) of the State of UP. The State Government of UP shall provide the land parcel with a clear title and free of encumbrances to AL and any debris or remnants of demolition at the site will be cleared by the State or its Authorities.

Substantial portion of identified land parcel contains trees which are numbered. AL shall apply for permission from Forest department / other department and the Government through its Authorities shall facilitate and ensure necessary permission and arrange to clear the trees and foliage and hand over a clean site to AL suitable for industrial use.

- iii. The State shall facilitate and provide all the infrastructure such as access roads, drains, uninterrupted power supply, water supply, clearing of peripheral land areas and water logging and the like in setting up the Plant by AL.
- iv. The State shall give priority in procurement of buses / vehicles to AL produced in the Plant at prices to be discovered competitively.

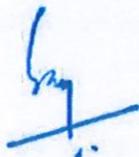
- v. The State of UP commits to AL to facilitate procurement of over 2500 electric buses, including double decker electric buses, for its fleet and other stakeholders per annum for the next 5 (five) years. The State would develop a price discovery mechanism based on electric bus / vehicles specifications mutually agreed. The State would limit its purchases of the subject vehicles from the manufacturers setting up production facilities of the subject vehicles in the State of UP. Further, if AL matches this market discovered price, AL would stand as a top choice and be given major portion of the orders of electric bus / vehicles purchased by the State and other stakeholders under the policies of State for the next five years.
- vi. For any procurement of diesel buses or trucks by the State in the next five (5) years, which will continue to follow the regular tendering process, AL shall be awarded minimum 50% of the order volume with immediate effect in case AL matches L-1 price and is technically qualified.
- vii. As per the discussions held between AL and the Infrastructure & Industrial Development Department, the project size could be of more than Rs 1000 Crores. The proposed investment in Phase I is Rs 200 Crores. In EV manufacturing facility, the cost of building is approximately Rs 70 Crores and Plant & Machinery is approximately Rs. 60 Crores. The cost of 70 acres of land is approximately Rs 70 Crores. The size of investment could increase manifold when battery manufacturing facility is set-up. The site of EV manufacturing will be the first choice for setting up of the battery manufacturing facility.
- viii. The State will provide following benefits to the AL:
- a. The instant policy of Industrial Investment and Employment Promotion Policy 2022 provides for three mutually exclusive options: SGST reimbursement for 12 years for mega projects (Rs. 200-500 Cr) up to the limit of 200% of Eligible Capital Investment (ECI) in Lucknow, which is in Madhyanchal Region. Or Capital Subsidy of 20% of ECI + 4% of Employment Booster + 4% of Exports Booster + 4% of Ecosystem Booster (for Mega projects) in 12 years. Or Production Linked Incentive 30% top-up over amount sanctioned by Government of India.
  - b. Keeping in view the overall proposed investment, the admissibility of maximum 30% investment in Land & Building in computation of Eligible Capital Investment, the State Government will consider relaxing the same for phase-1 of Rs 200 Crores and the computation of this eligibility will be the total complete project cost.
  - c. As this is the first project of EV manufacturing in the State, which is a sunrise sector. The GST on EV sale is only 5%, so SGST will be 2.5% and Net SGST after deduction of Input Tax Credit will be approximately 0.5%. To provide support to the first-mover company in State, the reimbursement of Net SGST on EV and other types of vehicles produced in this Plant will be considered for a period of 10 years from the date of commercial production.



- d. As the EV manufacturing is a new sector, there is a considerable dearth of trained manpower in the sector. In view of the above to promote skilling in this sunrise sector, a stipend of Rs 5000 per month per person for a period of 5 years, up to 500 employees, who are residents of Uttar Pradesh will be considered.
  - e. 75% exemption on Stamp Duty of 7% of land value (Rs. 70Cr).
  - f. Rs. 10Cr subsidy or 25% of the expenditure on R&D unit/ facility.
  - g. Rs. 1Cr subsidy or 50% of expenditure on registration of patents, etc.
  - h. Rs. 10Cr or 50% of the project cost for setting up of Centre of Excellence.
- ix. For establishing the aforesaid Project, the Government of UP (GoUP) would facilitate AL to obtain necessary permission/ registrations/ approvals/ clearances etc. as per the existing facilities/ rules and regulations of the State.
  - x. The State shall provide export incentives as enumerated under the UP Export Promotion Policy 2020 on all exports of electric or other vehicles produced in the Plant and exported to any country outside India.
  - xi. In future if AL assembles electric LCVs (light commercial vehicles) or any other vehicles using clean energy in the Plant, the State shall ensure priority treatment in procurement of such vehicles also. Same methodology described above for electric buses shall be used.
  - xii. It is understood by the Parties hereto that the actual mix of production of buses / vehicles, whether electric or those powered by other fuels such as hydrogen, diesel, etc. depends on the market demand and in no way shall have any bearing on the incentives provided to AL by the State, provided it does not avail incentives under the Uttar Pradesh Electric Vehicle Manufacturing and Mobility Policy 2022.
  - xiii. The state of UP and AL shall enter in a dialogue to create a revised, stronger, and more attractive State policies for faster adoption of electric / green fuel trucks and buses in the public as well as private sector including private schools and private transport, in achieving its net zero objective.

#### **B. Responsibilities of AL**

- i. AL shall start the initial commercial production within 18 (eighteen) months from the date of acquisition and possession of land by AL for the Plant, with a clear title and all essential utilities in place, or from the date when the State provides in writing through a Government Order or other document confirming various incentives agreed to be provided by the State to AL, whichever is later.




- ii. AL has indicated to invest up to Rs. 1000 crores including phased deferred future investments up to 5(five) years from the date of commencement of first commercial production at the Plant. These investments include Plant, machinery, equipment, land, working capital, any R&D cost involved in developing the vehicles or its different models, business operations related to electric / clean mobility, creation of EV/Hydrogen infrastructure and any other expenses related to setting up the Plant.
- iii. While initial capacity would be for 2400 Electric Buses per annum, AL shall create capacity of up to 5000 buses / vehicles per annum progressively over the next 10 (ten) years depending on the demand of electric and other buses from or in the State. The initial production of buses / vehicles may start with limited scope of production activities, with some kits or aggregates being brought in from other plants of AL, however progressively as AL develops a good vendor base in proximity of the Plant, AL shall endeavor to enlarge the scope of activities in the Plant.
- iv. Depending on the success of this Purpose, AL may at its discretion consider the State of UP for further investment in expansion of capacity and / or for battery / cell manufacturing / hydrogen infrastructure to support its production of electric and other clean energy vehicles in the State. Parties shall have more discussions regarding this.

### **C. Joint Responsibilities**

Parties are also desirous of partnering on a business model for State procurement of electric buses where State's investment would be limited to 50% of the initial purchase price, while the rest would be invested by AL (PPP Model). In this case, AL shall undertake the operation of the buses on the routes chosen by AL (intracity and intercity) and shall be repaid on first priority for its 50% investment either on per km basis (with guaranteed minimum kms per day), or on revenue or profit-sharing basis (again with guaranteed minimum revenue or profit per month). In such a model, AL shall be willing to provide the EV charging infrastructure as well. The State and AL shall form a dedicated team to develop this model within the next 180 days from the Effective Date for State's approval.

## **2. TERM AND TERMINATION**

- i. This MOU shall be valid for a period of 12 (twelve) months. Parties agree to extend/renew the MoU for another term of 12 (twelve) months post which the Parties shall endeavor to execute the definitive agreement. In the event the definitive agreement is not consummated within a maximum term of 24 months from the date of execution of the MoU it shall be treated as a breach of the MOU and shall at the option of the Parties hereto be liable for either termination or renewal for such term as mutually agreed between the parties.



- ii. Either Party shall have the right to terminate this MOU, if the other Party has breached any terms of this MOU and if the same is not rectified within 30 days from the date of receipt of notice from the non-defaulting Party.
- iii. The Parties agree to execute a definitive agreement (if so needed or requested by any Party) governing the complete project by not more than 12 months from the date of this MOU.

### 3. CONFIDENTIALITY

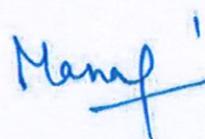
- i. The Parties shall keep the subject matter and terms of this MOU, and all documents and information shared during the subsistence of this MOU, strictly confidential and shall not disclose the contents of it to any third party, save for the employees, agents, consultants and legal and financial advisors to each of the Parties, on a need-to-know basis and subject to any obligation of confidentiality of their part on similar terms.
- ii. The obligations of confidentiality shall not apply to any information that:
  - a. was known to the Party prior to its disclosure by the disclosing Party without any obligation of confidentiality.
  - b. has become generally available to the public (other than due to the disclosure by the receiving Party).
  - c. may be required in any report, statement or testimony submitted to any governmental regulatory body.
  - d. may be required in response to any summons or subpoena or in connection with any litigation.
  - e. may be required to comply with any law, order, regulation or ruling applicable to any Party hereto.

### 4. LIMITATIONS

- i. Nothing in this MOU, in and of itself, obligates any Party to expend appropriations or to enter into any contract, assistance agreement, or any other financial obligation.
- ii. Nothing in this MOU shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, formal entity of any kind, any other current or future business relationship, or any obligation by either Party to continue any dealing or enter into any contract with the other party upon the termination of this MOU, and the rights and obligations of the Parties shall be limited to those expressly set forth herein.

### 5. DISPUTE RESOLUTION

- i. Any differences arising out of the interpretation or implementation of this MoU will be resolved amicably through consultation and/ or negotiation between the participants. A joint committee with Infrastructure & Industrial Development Commissioner, GoUP and MD & CEO of AL as its members will be formed for resolving any such dispute.



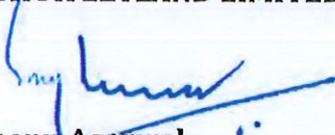
- ii. This MoU is not intended to create a legally binding obligation to expend funds or resources by either party, but is a statement of bona fide intent of the participants. It sets forth the entire understanding of the participants in respect of the collaboration considered.

#### 6. Miscellaneous

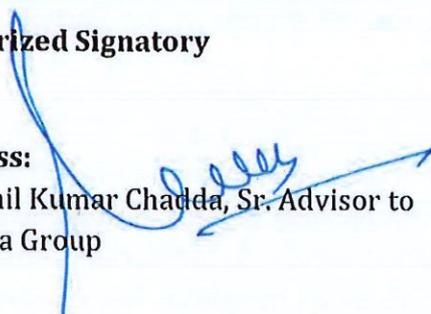
- i. Information and documents to be provided by either Party shall be in the English language only.
- ii. This MOU may be amended at any time by the mutual written consent of the Parties.
- iii. Unless otherwise agreed in writing by the Parties, this MOU may not be assigned or subcontracted by either Party to any third party without the prior written consent of the other Party; any assignment without such consent shall be null and void.
- iv. Each Party shall be responsible for its own expenses incurred in connection with the negotiation and preparation of this MOU and all other documents related to the transactions contemplated by this MOU unless otherwise expressly specified herein.
- v. Notwithstanding anything contrary mentioned elsewhere in this MOU, neither Party under this MOU shall be liable for consequential damages, indirect loss, loss of profits, damage to reputation or for any special or speculative damages.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this MOU as of the Effective Date.

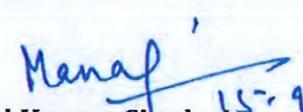
For and on behalf of  
**ASHOK LEYLAND LIMITED**

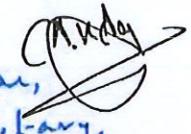
  
**Shenu Agarwal**  
MD & CEO, Ashok Leyland Ltd.

**Authorized Signatory**

**Witness:**  
Dr. Sunil Kumar Chadda, Sr. Advisor to  
Hinduja Group  


For and on behalf of  
**GOVERNMENT OF UTTAR PRADESH**

  
**Manoj Kumar Singh** 15-9-23  
Infrastructure & Industrial  
Development Commissioner  
**Authorized Signatory**

**Witness:**  
Sh. Anil Sagar,  
Principal Secretary,  
Industries  


**Ref.No:**SER20240108/1000/1778/90568/SIDC-IA/Sarojini Nagar Extension-1**Date:**09/01/20**To,**ASHOK LEYLAND LIMITED  
Ashok Leyland Ltd Corporate Office 8th floor West Wing No.1  
Sardar Patel Road Guindy Chennai 600032**Subject:- Allotment of land in Industrial Area Sarojini Nagar Extension-1 Dear Sir,**

With reference to your application dated **04/01/2024** for allotment of land in Industrial Area **Sarojini Nagar Extension-1** at regional office **LUCKNOW**. we are please to allot plot no **PLOTNO-1** in the Industrial Area on the conditions mentioned below for setting up of industrial unit for manufacturing of : **Commercial vehicles (buses , LCV and trucks)**

1. Area of plot is 283300.00 sq. mtr. the precise measurement and the area of the plot is as per site layout attached herewith
2. Date of issuance of this letter will be treated as the date of allotment of the above plot in your favour.
3. The interest chargeable as per clause 5 below on the (total) balance outstanding premium will be computed from the date of allotment as defined in clause 2 above and payable half yearly on 1st day of January and 1st day of July each year. The first of such payment will be due on 01/01/2025
4. Company to deposit an amount of Rs 14,21,40,060.91 (Earnest Money of Rs 3,53,77,088.00 has been adjusted) towards Reservation Money in respect of the above plot latest by 08/03/2024. This amount together with Earnest money is approximately equal to 50 percent of the remaining part to be paid by you after providing front end land subsidy of 75% in the total premium of the plot at provisional rate of Rs 4995.00 per sq. mtr. and location charges @ Rs 249.75 per sq. mtr for the first five acres, and is subject to adjustment according to actual measurement of the plot. The calculation sheet as below is mentioned for the reference-

Calculation Sheet		
S.No.	Head	Value
1	Plot Area(in sqmt)	283300.00
2	I.A. Premium Rate (Rs/sqmt)	4995.00
3	Premium of Plot (1x2)	1415083500.00
4	Location charges @5% of Premium Rate up to 5 acres	5053691.25
5	Total Premium (3+4)	1420137191.25
6	75% Land Subsidy (75% of 5)	1065102893.44
7	Balance Premium after Subsidy (5-6)	355034297.81

(letter of approval/Eligibility certificate for Front-end land subsidy under UP FDI Policy-2023 issued in favour of Ms Ashok Leyland limited vide order no. 4037/77-6-23-6099/238/2023 dated 28.12.2023 enclosed along with this letter)

5. The remaining 50% of the provisional premium shall have to be paid by you in 6 equal half yearly installments each of which will be due for payment on 1st day of January and 1st day of July each year. The first installment of such payment will fall due for payment on 01/01/2025. The second and subsequent installments of premium will fall due on 1st day of January and 1st day of July each year. An interest 10% per annum will be charged on the outstanding (balance) premium with effect from

61st day of allotment and shall be payable along with the installment of premium or above clauses OR as per the terms & conditions of Allotment Letter. Up to the payment of the amount of balance premium and the interest due thereon from time-to-time, UPSIDA shall retain first charge on the land and the building and machinery erected therein till it is (they are) paid in full.

In case of default in payment of installment on the due date as mentioned in the allotment letter, a penal interest of 3% (compounding Six monthly), other than normal differential rate of interest 10% shall be applicable.

6. The stamp duty, the registration charges and legal expenses involved in the execution of the Lease Deed and of agreements from time to time shall be borne by the Company.
7. Company shall have to execute a Lease deed within 60 days by submitting following documents:-
  - a. Valid Udyog Adhar registration for the item of manufacturing and plot for which this allotment is made.
  - b. Clear all dues up to the date of Lease Deed as mentioned in clause -3, 4 and 5 of this letter.
  - c. Detailed statement showing Shareholders/ Director position duly certified by CA.
  - d. Necessary stamp papers/e-stamp/ Bank Guarantee (as per Govt. order)
  - e. Provisional NOC of Pollution Control Board.
  - f. Any other formalities/ papers as required.
8. Company will have to take over possession of the land within 30 days of executing the Lease deed.
9. Company shall have to get the maps approved within 90 days of taking possession. The formalities to be done in this regard are available on website [www.onlineupsida.com](http://www.onlineupsida.com).
10. Company shall have to start construction within 30 days of approval of map.
11. Company shall have to start production on the plot within 60 months from date of allotment and intimate the Authority of the same.
12. The plot has been allotted on as it is where it is basis and leveling etc. if any, is to be undertaken by Company at own expenses. Company will pay to the U.P. State Industrial Development Authority within 30 days from the date of the demand made by UPSIDA from time to time such recurring fee in the nature of service and/or maintenance charges as determined by UPSIDA. In case of default Company will be liable to pay interest @ 10 % p.a. on the amount due.
13.
  - a. Company will adhere and submit to the rules of Municipal or other authority now existing or hereinafter to exist insofar as the same relate to the immovable property in the Industrial Area or so far as they affect the health, safety and convenience of the others inhabitants of the place, and will not release any obnoxious gaseous, liquid or solid effluents from the unit in any case.
  - b. Company will establish at own cost an appropriate and efficient effluent treatment system/ plant and will ensure that it is ready and functional as per the norms and specifications expected laid down or stipulated by the State Effluent Board/U.P. Pollution Control Board and 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
  - c. Whenever the industrial area is included in the jurisdiction of Municipal Corporation or Board, Cantonment Board, Zila Parishad, Town Area or (any) other local bodies (body), Company will become liable to pay and discharge all rates, taxes, charges, claims and outgoing chargeable imposed and assessment of every description, which may be assessed, charged or imposed upon then by the local body and will abide by the laws rules and direction of the local body.
  - d. Company will make appropriate arrangements at your own cost for proper disposal of waste water produced in your unit
14. Company will have to apply for and obtain power connection from the local agency /U.P. State Electricity Board as the case may be at your end and cost.
15. The allotment will be cancelled if and when any one of the following mentioned violations happens and further action after cancellation shall be taken up as mentioned in clause 16 below.
  - a. If Company fails to comply any of the conditions 7-12 above within the time stipulated above, the time

duration mentioned being of essence.

**OR**

- b.** If Company fail to make payment of interest and/or premium on or before the due date(s) as mentioned in clause 5 of this letter
- 16.** In the event of cancellation of allotment on account of any default on Company's part, the following will stand forfeited to the U.P. State Industrial Development Authority.
- a.** Interest @ 10 % per annum from the date of allotment on the total unpaid premium from time to time and in case of default in payment of installment on the due date as mentioned in the allotment letter, a penal interest of 3% (compounding Six monthly), other than normal differential rate of interest 10% till the date of cancellation of allotment without allowing rebate in interest, mentioned in clause 5 above.

**AND**

- b.** Use and Occupation charges/ Lease Rent from the date of allotment upto the date of cancellation.
- 17.** In the event of surrender of the allotment the following amounts will stand forfeited to the U.P. State Industrial Development Authority.
- a.** Interest @ 10 % per annum from the date of allotment on the total unpaid premium from time to time and in case of default in payment of installment on the due date as mentioned in the allotment letter, a penal interest of 3% (compounding Six monthly), other than normal differential rate of interest 10%.

**AND**

- b.** Use and Occupation charges/ Lease Rent from the date of allotment till the date of surrender.  
The balance amount, if any, out of the deposits made by you till the date of surrender after deducting the amounts to be forfeited as above, will be refundable. In case the total of the amounts paid is less than the amount to be forfeited, you shall be liable to pay the difference and the same shall be recoverable by the corporation from you
- 18.** Company shall not employ in the unit any process generating smoke or fumes or involving use of chimney and any use of fossil fuel in the process which may cause atmospheric pollution and /or would not discharge liquid effluent which may be obnoxious by nature or cause pollution. Your unit should not involve any significant emission of particles and / or gaseous substance in the air.
- 19.** Company will pay use and occupation charges/ lease rent at the rate of Rs. 1/- per square meter per year during the first thirty years, Rs. 2.5/- per square meter per year during the next thirty years after expiry of the first thirty years and Rs. 5/- per square meter per year during the next thirty years after expiry of the first sixty years. Use and occupation charges are payable till the date lease is granted to you where after lease rent will have to be paid.
- 20.** The company will utilize minimum 30% area of the plot by covering it by roof/ permanent shed within the above specified period.
- 21.** It will be your sole responsibility to get No Objection Certificate from UPPCB (U.P. Pollution Control Board) and if it is not furnished to UPSIDA, Company will be liable for action according to law and UPSIDA would not be responsible for any of your act or omissions which may be in contravention to the U. P. Pollution Control Board rules environmental laws.
- 22.** If the Authority fails to hand over possession within 6 months entire deposits made by you shall be refunded along with simple interest @6%.
- 23.** The Company shall take approval of UPSIDA for any Reconstitution/Project Change/Name Change/Mortgage.
- 24.** The Company shall make arrangements for rain water harvesting and all other laws framed by the Govt. to protect environment.
- 25.** If it is found that Company have misrepresented or submitted wrong information for getting this allotment, the allotment shall be void and the entire amount deposited by Company shall be forfeited.
- 26.** The Company shall submit all the relevant documents to show the completion of at least Rs. 100 crores investment by end of the eligible investment period (04 years in this case) or before start of the commercial production, whichever is earlier.

27. The land/ lease deed will remain mortgaged in the name of the Authority till the date of investment of Rs. 100 crores at least or the commercial production begins, whichever is later. The mortgage will be released on completion of investment or commencement of commercial production, whichever is later.
28. If the Company fails to complete the investment within the stipulated eligible investment period or if the Company fails to start the commercial production in time provided under policies/rules of the Authority, the Authority will recover the Front-end subsidy amount with 12% interest rate from the date of allotment of land.
29. Relevant Sectoral Laws, Regulations and Guidelines will apply on the project.
30. The Company shall have to deposit payment of dues online through portal <https://epayments.in.worldline.com/UPSIDA>.
31. The Company shall have to obtain NOC from Fire Department, Labor Department, Pollution Department, DIC, Electricity Department and all other concerning department as applicable for the establishment of the unit at your own cost and risk and also informed them regularly on suitable time for any changes/alteration made by you in the running establishment and get NOC prior to such changes/alteration. If failed to do so the Company shall be solely responsible for the same and suitable action/legal proceedings as per rules shall be initiated.
32. If any NOC/clearance is not obtained from concerning department & any work/functioning of the unit results in any accident/casualty/damage or any such mishappening occurs which includes accident/casualty/damage /fire etc. on account of illegal act. or negligence of the Company, the Company shall be exclusively responsible for the same & liable for all the damages for the said happening & necessary action against the Company shall be taken by UPSIDA including cancellation of the plot and prosecution. UPSIDA shall not be responsible at any cost, for any such act/illegal act. of the Company which must be noted and no action can be taken against UPSIDA at all.
33. The Company shall be liable to pay all the taxes as imposed/payable to Income Tax, GST department, Nagar Nigam department etc. & all the concerning department as per their rules & regulations in respect to allotment of the plot in their favour or any services being provided by UPSIDA and chargeable by UPSIDA which attracts payment of any taxes to Govt./GST department etc. and shall be payable by the Company. UPSIDA shall not be liable for payment of any such taxes which may be noted please.
34. If any amount of GST stands payable and demanded by GST department other than on the heads of GST being realized by UPSIDA from Company and paid to GST department, then all such amount of GST on other heads shall be payable by the Company to GST department and their sole liability for its payment. It is strictly binding on the Company. UPSIDA shall never be responsible for payment of such amount demanded by GST department.

AJAI  
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Digitally signed  
by AJAI DEEP  
SINGH  
Date: 2024.01.09  
16:35:55 +05'30'

Your's faithfully,  
For U.P. STATE INDL. DEV. Authority.  
(Ajai Deep Singh)  
Regional Manager

#### Installment Schedule

<u>Installment No.</u>	<u>Due Date of Installment</u>	<u>Interest Due</u>	<u>Premium Due</u>	<u>Total Amount</u>
1	01-01-2025	14502084.02	29586191.51	44088275.53
2	01-07-2025	7335754.33	29586191.48	36921945.81
3	01-01-2026	5965873.13	29586191.48	35552064.61
4	01-07-2026	4401452.60	29586191.48	33987644.08
5	01-01-2027	2982936.57	29586191.48	32569128.05
6	01-07-2027	1467150.87	29586191.48	31053342.35

Copy forwarded for information and necessary action to:-  
Incharge (IA) UPSIDA, A-1/4, Lakhanpur Kanpur.

(Ajai Deep Singh)  
Regional Manager



# कार्यालय प्रभागीय विक्रय प्रबन्धक उत्तर प्रदेश वन निगम

21/475 इन्दिर नगर, लखनऊ - 226016, Web: [www.upforestcorporation.in](http://www.upforestcorporation.in)  
E-mail : [dsmluc@upfc.in](mailto:dsmluc@upfc.in)

दिनांक : 14.05.2024

पत्रांक : 203 / विज्ञापन

## EXHIBIT -C

### उपरो वन निगम खड़े वृक्ष नीलाम सूचना

24

सर्वसाधारण को सूचित किया जाता है कि लखनऊ विक्रय प्रभाग को प्राप्त औद्योगिक क्षेत्र सरोजनी नगर स्थित स्कूटर इण्डिया परिसर में अशोक लिलैण्ड द्वारा निर्माण / विकास कार्य में बाधक पेड़ों / वृक्षों का सार्वजनिक नीलाम दिनांक 21.05.2024 को प्रातः 11 बजे से प्रकाष्ठ डिपो कुर्सी रोड लखनऊ में सम्पन्न किया जायेगा। इच्छुक केता नीलाम में उपस्थित होकर खड़े वृक्ष क्रय कर सकते हैं। शेष समय, नियम व शर्तें पूर्ववत् रहेंगी।

(दविन्दर सिंह)

प्रभागीय विक्रय प्रबन्धक

# EXHIBIT - D

25



INDIA NON JUDICIAL  
Government of Uttar Pradesh



IN-UP99364183057341W



e-Stamp

Certificate No.	: IN-UP99364183057341W
Certificate Issued Date	: 03-Jul-2024 12:44 PM
Account Reference	: SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN
Unique Doc. Reference	: SUBIN-UPUPSHCIL0194327461173093W
Purchased by	: ASHOK LEYLAND LIMITED
Description of Document	: Article 35 Lease
Property Description	: PLOT NO. 1, INDUSTRIAL AREA, SAROJINI NAGAR EXTENSION-1, LUCKNOW
Consideration Price (Rs.)	: 148,73,25,000    (One Hundred Forty Eight Crore Seventy Three Lakh Twenty Five Thousand only)
First Party	: U P STATE INDUSTRIAL DEVELOPMENT AUTHORITY
Second Party	: ASHOK LEYLAND LIMITED
Stamp Duty Paid By	: ASHOK LEYLAND LIMITED
Stamp Duty Amount(Rs.)	: 2,60,28,250 (Two Crore Sixty Lakh Twenty Eight Thousand Two Hundred And Fifty only)

₹ 2,60,28,250

260 28 250



182

Please write or type below this line



This stamp sheet of Rs. 2,60,28,250/- is attached to the lease deed between.....  
U.P. State Ind. Dev. Authority



Regional Manager



QIE 0010130739

VOID VOID VOID

**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at [www.indiaestamp.com](http://www.indiaestamp.com) or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

66

INDIA NON JUDICIAL

Government of Uttar Pradesh

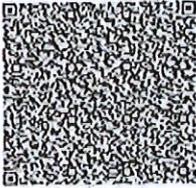
IN-UP11705330563560W

26



e-Stamp

Certificate No. : IN-UP11705330563560W  
 Certificate Issued Date : 15-Jul-2024 01:00 PM  
 Account Reference : SHCIL (FI)/ upshcil01/ LUCKNOW/ UP-LKN  
 Unique Doc. Reference : SUBIN-UPUPSIHCIL0119822225370600W  
 Purchased by : ASHOK LEYLAND LIMITED  
 Description of Document : Article 35 Lease  
 Property Description : PLOT NO.1, INDUSTRIAL AREA, SARAJINI NAGAR, EXTENSION-1, LUCKNOW  
 Consideration Price (Rs.) : 50,53,691  
 (Fifty Lakh Fifty Three Thousand Six Hundred And Ninety One only)  
 First Party : U P STATE INDUSTRIAL DEVELOPMENT AUTHORITY  
 Second Party : ASHOK LEYLAND LIMITED  
 Stamp Duty Paid By : ASHOK LEYLAND LIMITED  
 Stamp Duty Amount(Rs.) : 88,500  
 (Eighty Eight Thousand Five Hundred only)



Please write or type below this line

This stamp sheet of Rs. 88,500/- is attached to the lease deed between.....

U.P. State Indl. Dev. Authority



\* Regional Manager



QIE 0010151763

Statutory Alert

1. The authenticity of this Stamp certificate should be verified at [www.e-stamp.com](http://www.e-stamp.com) or using e-Stamp Mobile App of Stock Holding Corporation of India Limited.
2. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
4. In case of any discrepancy please inform the Competent Authority.

U.P. State Industrial Development Authority & M/s Ashok Leyland Limited For 90 years at a rental Rs. 2,83,300.00 per year for first 30 Years, at a rental Rs. 7,08,250.00 per year for next 30 Years & at a rental Rs. 14,16,500.00 per year for next 30 Years i.e. on an average annual rent of Rs. 8,02,683.34 with a premium of Rs. 1,42,01,37,191.25 regarding Plot No. PLOTNO-1 situated in Industrial area Sarojini Nagar Extension-1 in village-Gehru Distt.-Lucknow.

LESSOR

U.P. State Indl. Dev. Authority



*[Signature]*  
Regional Manager



68  
LEASE-DEED

28

U.P. State Indl. Dev. Authority

Industrial Area Sarajini Nagar Extension-I

\* Regional Manager

Plot No. 1

THIS LEASE-DEED made on the 15<sup>th</sup> July day of in the year two thousand and Twenty Four between U.P. State Industrial Development Authority, constituted under Uttar Pradesh Industrial Area Development Act, 1976 and having its head office at UPSIDA Complex, A-1/4 Lakhapur, Kanpur-208024 (hereinafter called the Lessor or UPSIDA which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND

Shri/Smt/Km.....M/s.....aged.....years; PAN.....

S/o/W/o/D/o.....

R/o.....

proprietor of the single owner firm/Karta of Joint Hindu Family firm of carrying on business in the name of M/s ..... situated at.....

OR

1. Shri/Smt/Km..... aged..... Years; PAN.....

S/o/W/o/D/o.....

R/o.....

2. Shri/Smt/Km..... aged..... Years; PAN.....

S/o/W/o/D/o.....

R/o.....

3. Shri/Smt/Km..... aged..... Years; PAN.....

S/o/W/o/D/o.....

R/o.....

4. Shri/Smt/Km..... aged..... Years; PAN.....

S/o/W/o/D/o.....

R/o.....

5. Shri/Smt/Km..... aged..... Years; PAN.....

S/o/W/o/D/o.....

R/o.....

6. Shri/Smt/Km..... aged..... Years; PAN.....

S/o/W/o/D/o.....

R/o.....

U.P. State Indl. Dev. Authority

\* Regional Manager

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7. Shri/Smt/Km..... aged..... Years; PAN.....  
 S/o/W/o/D/o.....  
 R/o.....

constituting the registered partnership firm within the meaning Indian Partnership Act, 1932 in the name of M/s ..... situated at .....

OR

M/s. Ashok Leyland Limited.....; Company Identification Number (CIN) L3410TN1948PLC000105..... incorporated on.....; a Company within the meaning of meaning of Companies Act, 2013, having its registered office at Ashok Leyland Limited No 1, Sardar Patel Road, Guindy, Chennai - 600032 through its Managing Director/Director Shri. Shenu Agarwal (Name & Director Identification Number)/Company Secretary/ Representative Shri. Mahesh Thakur (Name & Membership No) duly authorised by Company vide its Resolution No..... Dated 14/9/2023 & letter of Authorisation dated 6/12/2023

OR

M/s.....; Limited Liability Partnership Identification Number (LLPIN)..... incorporated on.....; a Limited Liability Partnership (LLP) within the meaning of meaning of Limited Liability Partnership Act, 2008, having its registered office at..... through its Designated Partner..... (Name & Designated Partner Identification Number) duly authorised by LLP vide its Resolution No..... Dated.....

OR

M/s.....; a society / Trust/ registered under the Co-operative Societies Act/..... Act..... having PAN..... incorporated on..... having its registered office at..... through its Chairman/Secretary/duly constituted attorney..... duly authorised by society vide its Resolution No..... Dated.....

(Hereinafter called the 'Lessee' which expression shall unless the context does not so admit, include Lessee's heirs, executors, administrators, representatives and permitted assigns/its successors) of the other part.

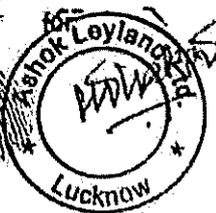
WHEREAS the land hereinafter described forms part of the land acquired for the purpose of planned industrial development by the lessor who has sub-divided the above land into plots for industrial units for leasing out such sub-divided plots for erecting on each plots according to the factory bye-laws and building plans approved by the Lessor and other competent authorities.

AND WHEREAS the amount of premium mentioned in Clause II (a) hereinafter is provisional and It is hereby agreed that the Lessee shall pay as provided in clause II (d), (e) and (f) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease of the Plot of land hereinafter described, area Sarupini Nagar an extension industrial unit to U.P. State Inhl. Dev. Authority



\* Regional Manager



manufacturing Commercial Vehicles (Buses, LCV and Trucks) according to the design and building plan approved by the Lessor and other competent authority.

NOW THIS LEASE WITNESSETH AS FOLLOWS:

1. That in consideration of the payment by the Lessee of the provisional premium of Rs. 355034298 / (Rs. Thirty five crore fifty lacs thirty four thousand two hundred ninety eight only) already paid the receipt whereof the Lessor hereby acknowledges and outstanding amount of provisional premium to be paid by the Lessee at the time and in the manner hereinafter provided and also in consideration of the lease rent hereby reserved and of the covenants, provisos and agreements hereinafter contained and on the part of the Lessee to be respectively paid, observed and performed the Lessor doth hereby demise to the Lessee, lease of the plot of land numbered as 1 situated within Industrial Area Sarojini Nagar Extension Village Gehru Pargana/Tehsil Sarojini Nagar District Lucknow containing by admeasurement be the same a little more or less 2833.00 sq. meters for an Industrial unit for manufacturing Commercial Vehicles (Buses LCV and Trucks) according to design and building plan approved by the Lessor and competent authority and bounded:

ON THE NORTH BY Gehru Village Road

ON THE SOUTH BY UPSIDA Land

ON THE EAST BY Lucknow-Kanpur Road / 24 m wide proposed Road

ON THE WEST BY Plot no. 2

(Hereinafter referred to as "the demised premises") with their appurtenances for the term of 90 Years (Ninety Years Only) from the 9th day of January in the Year 2024 except and always reserving to the Lessor and Its successors or assigns-

- (a) A right to lay water mains, drains, sewers or electric wires under or over the demised premises, if deemed necessary by the Lessor or his successor or assigns in developing/ maintaining the area.
- (b) Full rights and titles of all mines and minerals in and under the demised premises or any part thereof.
- (c) Yielding and paying thereof to Lessor on the 1st day of April in each year in advance the yearly rent at the rate of Rs 1/- per square meters per year during the first 30 Years and Rs 2.50 per square meters during the next 30 years and Rs 5/- per square meters during the last 30 Years after the expiry of the first sixty years. The rent up to the 20th day of 20 having been paid. Any changes in rate of lease rent in future shall be binding on Lessee.

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Provided that if any instalment of premium with interest as agreed in terms of this agreement or any other dues arising in future is not paid in full and the whole or any part of the unpaid remains in arrears after the due date of deposit the Lessor shall have the right to recover the same

with interest at the agreed rate of mclr+1 per cent per annum till the same is paid in full without allowing any rebate in interest till the date of payment (for allotments/ transfers made before 1/07/2021). However any changes in interest rate in future as decided by authority shall be binding on Lessee.

OR

With compound interest @ 03 % compounded six- monthly till the date the demanded amount is deposited (for allotments made on or after 1/07/2021).

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate or any such demand arising in future is deposited in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings and machinery built upon or affixed thereto.

(d) That the Lessee will pay up to the Lessor the said rent at the time on the date in manner herein before appointed for payment thereof and clear all dues whatsoever payable to Lessor on time.

ii. (a) The Lessee shall pay to the Lessor the provisional premium of ~~Rs. 355034298/- (Rs. Thirty five crore fifty lacs thirty four thousand two hundred only)~~ <sup>Rs. 355034298/- (Rs. Thirty five crore fifty lacs thirty four thousand two hundred only)</sup> ~~Rs. 355034298/- (Rs. Thirty five crore fifty lacs thirty four thousand two hundred only)~~ <sup>Rs. 355034298/- (Rs. Thirty five crore fifty lacs thirty four thousand two hundred only)</sup> which ninety eight receipt whereof the Lessor hereby acknowledges and outstanding sum of Rs. .... (Rs. .... Only) shall be paid in ..... half yearly instalments along with interest @ mclr+1 per annum on the balance premium as follows:  
However any changes in Interest rate in future as decided by authority shall be binding on Lessee.

1. Rs. .... on the ..... day of ..... of 20
2. Rs. .... on the ..... day of ..... of 20
3. Rs. .... on the ..... day of ..... of 20
4. Rs. .... on the ..... day of ..... of 20
5. Rs. .... on the ..... day of ..... of 20
6. Rs. .... on the ..... day of ..... of 20

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(c) If Lessee makes default in payment of premium and interest the Lessor shall have a right

The interest alongwith the premium instalments shall be payable half-yearly on the 1<sup>st</sup> day of January and 1<sup>st</sup> day of July each year, the first of such payments shall be made on the .....day of .....20.....

Liability for payment of the provisional premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of reservation/allotment letter/ transfer letter number ..... dated 09/01/2024 or from 60 days of the allotment / transfer letter dated 09/01/2024 (In case of allotments made after 20/01/2023).

Rs..... is payable interest and Rs..... is paid interest up to the execution date of demised allotted property.

Provided that if the instalments together with the interest accruing thereon are not paid, within time, the Lessor shall have the right to recover the same

with interest at the agreed rate of 10 per cent per annum till the same is paid in full without allowing any rebate in interest till the date of payment (for allotments/ transfers made before 1/07/2021).

OR

With compound interest @ 03 % compounded six-monthly till the date the demanded amount is deposited (for allotments made on or after 1/07/2021).

(b) The payment made by the Lessee shall be first adjusted in the following manner strictly in descending order notwithstanding any directions/request of the Lessee to the contrary:

- (i) Interest due;
- (ii) Premium due;
- (iii) Interest on maintenance charges;
- (iv) Maintenance/Service charges;
- (v) Interest on TEF
- (vi) Time Extension Fee (T.E.F);
- (vii) Lease Rent due
- (viii) GST on Lease Rent
- (ix) Any other payments arising in future

After adjustment as above balance payment, if any remaining, shall be appropriated towards other payments which may get accrue over time due to acts and actions of lessee and the remaining if any towards balance premium of the demised land.

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(c) If Lessee makes default in payment of premium and interest the Lessor shall have a right to determine the lease and to resume possession. And also to recover the said amount as arrears of land revenue.

(d) In case the Lessor is required to deposit/pay at any stage in the process of determination of compensation either as security or otherwise any additional amount to which it is required/called upon to bear, pay or deposit in any court or to collector in any case/proceedings under the Land Acquisition Act 1894/Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act, 2013 and/or any similar enactments, the Lessee shall pay such proportionate additional premium/amount to the Lessor within 30 days of the demand as may be determined in this behalf by the Lessor. The determination pro rata additional cost by Lessor shall be final and binding on the lessee.

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 lessee shall be entitled to claim refund of excess amount, if any deposited by them.

(e) The provisional premium mentioned aforesaid in clause II (a) 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 lessee shall upon receipt of intimation from the Lessor, which intimation shall not be delayed beyond a period of three years from the date of final cost of acquisition is determined, pay within sixty days of demand to the Lessor the additional premium being the difference in the land cost component finally determined as aforesaid and the land-cost component of provisional premium mentioned in clause II (a) above.

(f) In case the Lessor is required to bear at any stage the additional cost of electrification and/or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or facilities which benefits the said Industrial Area as a whole, the Lessee shall pay such proportionate additional premium as maybe determined in this behalf by Lessor within 60 days of demand to the Lessor.

AND THE LESSEE DOTH HEREBY COVENANTS WITH THE LESSOR AS UNDER

III. 1. That the Lessee shall not, at any time, carry on or permit to be carried upon the demised premises and trade or business whatsoever or permit the same to be used for any purpose other than the manufacture of Commercial Vehicles (Buses, LCV and Trucks) without obtaining prior consent in writing of the lessor.

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\* Regional Manager



2. The Lessee shall pay and discharge all rents, premium, additional premium, transfer levy, charges, taxes, time extension fee & maintenance charges, subletting charges, water and sewerage charges, fee etc. and assessments of any nature/ description which are now or may at any time hereafter be assessed, charged or imposed upon either the Lessee or the occupier in the respect of the demised premises or the building to be erected thereon. The assessment by the Lessor shall be final and binding on the lessee.

That the Lessee shall pay to the Lessor such rents, premium, additional premium, transfer levy, charges, taxes, time extension fee & maintenance charges, subletting charges, water and sewerage charges, fee etc. and assessments of any description on the days and manner as described herein or in the manner and fashion demanded in future.

Failure in depositing the demanded/ payable amount shall attract compounding addition payment of interest @ 3 %, compounded half -yearly on the defaulted amount till the date of deposit. Further upon failure to deposit the said amount the Lessor shall have the authority to recover the same as Land Arrears using all the provisions for the recovery of the same.

3. The Lessee shall be liable to pay/ bear all the charges / fee payable to the Government organisations who have the statutory authority for demanding / recovering the same or who are providing general service / specific service to the Industrial area of which the demised plot forms part of
4. The Lessee shall not encroach/ misuse / cause damage to the common property / infrastructure developed by the Lessor/ Govt. in the Industrial area of which the demised plot forms part of or on adjoining land / infrastructure supportive to the Industrial area. Lease shall be terminated if the said damage is not set right / compensation for the setting right the damage is not deposited after giving a 90 days' notice.
5. That the Lessee at its own cost shall submit a building plan for approval and shall be as per the duly approved building plan by the Lessor construct in a good substantial and workman-like manner a building to be used as industrial factory with all necessary out buildings, sewers, drains other appurtenances and proper conveniences thereto according to the rules, building regulations and directions of the Lessor and proper municipal or other authority now existing or hereafter to exist in respect of building, shafts, latrines and communication with the sewers and shall complete the construction of factory building and make the unit functional within a period of 60 months from the date of allotment or within such extended time as may be allowed by the Lessor in writing in its discretion on the request of the Lessee with Time Extension fee. On the completion of the work the Lessee shall get the same inspected and if all the work has been done in accordance with the covenants herein contained the Lessor shall issue a completion certificate.

In the event of allottee having power requirement after having been allotted Industrial plots/sheds for specific project of certain scale, the additional expenditure to be incurred on cable laying etc. in such circumstances, shall be borne by the Lessee.

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6. That the Lessee shall obey and submit to the rules, building regulations and directions of the Lessor and the proper, municipal or other authority now existing or hereinafter to exist so far as the same relate to the immovable property in the said/A/State or so far as they affect the health, safety and convenience of the other inhabitants of the place.
7. That the Lessee shall at all times repair, support and keep in good and substantial condition and repair the factory building and out-building both externally and internally also boundary walls sewers, drains, gates and fixtures of or connected with the same and the Lessee hereby permits the Lessor and its agents to enter upon to view the condition thereof and to give notice in writing to the lessee of any defects or want or repair and the lessee shall within three calendar months after receipt of such notice repair and amend accordingly.
8. That the Lessee shall not make or permit to be made any alteration in or additions to the aforesaid buildings or other erections for the time being on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms of such permission and plan approved by the Lessor and in case of any deviation from such terms of plans shall immediately upon receipt of notice from the Lessor requiring him so to do correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation for the period of three months after receipt of such notice then it shall be lawful for the Lessor to cause such deviation to be corrected at the expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to the Lessor or amount which the Lessor shall fix in that behalf and decision of the Lessor shall be final and binding on the Lessee. The lessor shall cancel/ determine the lease in case the Lessee fails to correct variations within stipulated time and /or deposit the compounding and other charges.
9. That the Lessee shall provide and maintain at its own cost in good repairs properly constructed approach road or path leading from the public road to the building to be erected on the demised premises to the satisfaction of the Lessor.
10. That the lessee shall not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for religious purpose or any purposes other than for the industrial purpose specified hereinbefore. He shall not perform any act or thing which may cause nuisance, annoyance or inconvenience to the Lessor, the owners or occupiers of the other premises in the neighbourhood.

The Lessee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central/State Government/Tribunal/Courts/Pollution Control Board or other authorities to control the pollution and the lessee shall be governed by the State or Central enactments on the subject and shall be solely responsible for the same.

The lessee shall be solely responsible in obtaining NOCs of and abiding by the rules of Fire, Pollution, Electrical Deptt, Electrical safety deptt, Labour Deptt, GST Department, Income Tax Deptt., ESIC and PF Deptt., Weight and Measures Deptt, Boiler deptt. and other relevant U.P. State Indl. Dev. Authority

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departments. Any damages caused due to running of non-approved product or for running without NOCs/ approvals or without abiding by the conditions laid down by various departments shall be sole responsibility of Lessee himself and shall result in immediate cancellation of lease.

11. That the Lessee shall not employ any process in the manufacture of items approved by the Lessor which may cause environmental hazard, viz. atmospheric pollution, and effluent discharge or in any form whatsoever. If in the opinion of the lessor at its sole discretion, there is any environmental hazard as stated hereinbefore on account of any activity being carried out in the demised premises, the Lessor shall have the right to force the Lessee to cease the activity and take suitable measures as the lessor may deem fit.
12. That the Lessee shall not, without the previous written consent in writing of the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or building standing thereon or both as a whole or part of the plot or cause any sub-division of the plot. Every such transfer, sublet, relinquishment, mortgage or assignment, shall be subject to and the transferees or assignees shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof and in no case consent of the Lessor to assign, relinquish, transfer or part with possession of any portion less than the whole of the demised premises by metes and bounds or otherwise shall be granted.

Provided that the joint possession or transfer of possession of the demised premises or any part thereof by the Lessee shall be deemed to be subletting for purpose of this clause.

However the Lessee can mortgage the demised premises to any financial institution or any other bank recognized by RBI for raising funds for the purpose of approved project after complying with prevailing policy of UPSIDA and taking necessary permission of lessor wherever required by lessor.

This transfer application shall be considered as per the prevailing policy of the Lessor which is subject to change from time to time. The Lessor shall impose additional conditions and shall be entitled to claim a percentage of the unearned increase in the market value of the demised premises as per the policy of the Lessor.

In case of mortgage the UPSIDA will have first charge towards transfer charges, time extension charges, maintenance charges, lease rent, interest and any other dues/ taxes – even those arising in future, payable to UPSIDA.

Provided that in event of the sale or closure of the mortgage property, the Lessor shall be entitled to claim such percentage of the unearned increase in the value of the demised premises, as the Lessor may from time to time decide. The decision of the Lessor with regard to the value at the time of shall be final and binding on the lessee.

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13. That the Lessee will so often as the said premises shall by assignment or by death or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted by this lease deed, within 02 calendar months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment, inheritance or transfer to the Lessor setting forth names and descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a legal will or letters of administration, decree, order, certificate or other instrument effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- (Rs. Five Hundred Only) to be paid by the Lessee.
14. That the lease deed is non-transferable except by the lessor through execution of fresh deed. Mere possession of the this Lease deed does not entitle any right in favour of the possessor however in such a case the possessor of the lease deed too shall be bound by all covenants and conditions contained herein and be liable in all respects thereof.
15. That the lessee shall not make any excavation upon any part of the demised premises nor remove any stone, sand, gravel, clay, earth or any other materials therefrom except so far as may be the opinion of the lessor, necessary for the purpose or forming the foundation of the buildings and compound walls and other necessary structures and executing the works authorised and for levelling and dressing the demised premises.
16. That the lessee shall not erect or permit to be erected on any part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.
17. That the lessee shall have to establish rain water harvesting system and plantation at his/her/its own cost as per Government norms.
18. That the Lessor shall not exercise his option of determining the Lease and the lessee shall not hold the Lessor responsible to make good the damage if due to any fire, tempest, flood or violence, of any army, or mob or other/irresistible force any material part of the demise is wholly or partly destroyed or rendered substantially of or permanently unfit for building purpose.
19. (a) That the Lessee shall keep the Lessor indemnified against all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of the aforesaid work and also against claims of damages if the Lessee or his workman or servant or agent or contractor shall:
- (i) Injure or destroy any part of building or other structure continuous or adjacent to the demised premises.

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- (ii) Keep the foundation tunnels or pits on the demised premises open or exposed to weather causing any Injury to continuous or adjacent building.
- (iii) Dig any pit near the foundation of any building thereby causing any injury or damage to such building.

(b) The damages under sub-clause (a) above If assessed by the Lessor or any other appropriate authority its decision as to the extent of Injury or damage or the amount payable thereby shall be final and binding on the Lessee.

20. That the lessee being a registered Partnership Firm/Limited Liability Partnership (LLP) declares, and undertakes that during the subsistence of terms of this lease deed declares, that the said partnership shall not be dissolved, reconstituted or wound up and/ or dealt with in any way which may jeopardize the rights and interest of the Lessor in matter of his Lease, nor shall its constitution be altered in any manner without the written consent of the Lessor first hand obtained.

OR

The Lessee being a sole proprietor firm shall not allow any person(s) as partners without the prior written consent of the Lessor first hand obtained.

OR

The Lessee being a company shall not make or attempt to make any alterations whatsoever in the provisions of its Memorandum and Articles of Association or in its Capital structure as well as shareholding without the written consent of the Lessor first hand obtained and the Lessee hereby undertakes to get registered the prescribed particulars of the charge created with the Registrar of Companies within the stipulated period as prescribed under Companies Act, 2013. Further it shall not change its name without prior consent from UPSIDA nor it shall effect transfer of shares even in phases resulting in change of management/control unless a prior written permission of the Lessor is obtained.

OR

The lessee being a Trust/ Society shall not make or attempt to make any alterations whatsoever in the provisions of its bye laws, members without permission of the Lessor.

While granting its consent under this Clause the Lessor may require the successor in interest of the Lessor to enter into a deed to abide by and faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms and conditions as the Lessor may in its discretion impose including the payment by the successor in interest of such extra premium and or enhanced rent as the Lessor may in its discretion think proper. Any breach of the terms and conditions of approval for transfer/reconstitution shall result in automatic cancellation of allotment/termination of lease as the case may be.

21. That is further agreed that lease shall stand automatically terminated if there be any change in the constitution of the Lessee, Partnership Firm/Limited Liability Partnership or Company etc. as on the date of execution of this deed without prior approval in writing of the Lessor.

22. That in employing a skilled or unskilled labour for his industry on the demised premises the Lessee shall give preference from the families whose lands have been acquired for the U.P. State Indl. Dev. Authority



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purpose of the said Industrial Area/Estate in accordance with N.P.R.R. or any such other law enacted/prevaling as made by Government or agreement reached with landowners.

23. The Lessor shall have the right in public interest or for Lessor's use, to acquire the demised premises in full or part. In such case, the Lessor shall pay compensation on the basis of assessment by the Lessor/ as per prevailing policy. Lessor's decision with regard to compensation shall be final and binding.

24. That the Lessee shall be bound to give details of property and construction thereupon as and when demanded by the Lessor.

25. (a) That the Lessee is fully aware that the aforesaid demised premises had earlier been given by the Lessor to M/s.....through the lease deed dated..... Duly registered at.....on .....but the said lease has been determined by the Lessor vide Letter/Notice No..... dated.....and as such has ceased absolutely / surrendered vide surrender deed dated .....duly registered at.....on ..... with the lessor.

(b) That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to a civil action or other legal proceedings initiated by the prior lessee/ ex landowner then, in such case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings at his own cost.

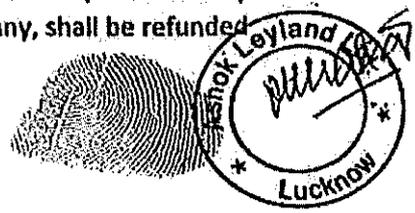
AND IT IS HEREBY FURTHER AGREED AND DECLARED BY BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

1. Not with standing anything herein/before contained If there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming or under him of any of the covenants or conditions herein contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, If the Lessee transfers, relinquish, mortgages or assigns whole or any part of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions as hereinbefore mentioned or if the Lessee fails to commence or complete the building or start production within the time permitted or to put the same to use in the time and manner as provided in hereinbefore or if the amount due to the lessor as rent hereby reserved or any part of the premium or interest shall be in arrear and unpaid but shall have fallen due for payment, or if the Lessee or the persons in whom the Lease hereby created shall be vested adjudged insolvent or if this Lease is determined as hereinbefore specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this deed to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and out of the moneys paid by the Lessee by virtue of these presents, such amount as prescribed by competent Authority shall stand forfeited to the lessor and balance, if any, shall be refunded

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to Lessee without any interest. However, lessor shall have the right to recover premium amount with interest to compensate loss of lessor.

Provided further and always that the right of re-entry and determination of the Lease as herein before provided shall not be exercised if the Industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India of Pradeshiya Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including the State Bank of India and its Subsidiaries), Unit Trust of India or General Insurance Company and its subsidiaries viz. National Insurance Company, Assurance Company, Oriental Insurance Company, United Insurance Company or NSIC or SIDBI and trustees to debenture holder & the said financing body or bodies mentioned above remedy the breach or breaches within a period of 60 days from the date of the notice issues or served by the Lessor on the said financing Institution or Institutions regarding the said breach or breaches.

liberty to remove and appropriate to himself all building erections and structure, if any made by him and all materials thereof from the demised premises after paying all dues, the premium interest and the lease rent up to date and all municipal and other taxes, and assessment then due and all damages and other dues accruing to the Lessor and to remove all such material from the demised premises within three month of the date of expiration or sooner of the date of expectation determination of the Lease as it may have put up and in case of failure on the Lessee's part to do so the buildings and erections standing on the demised premises and all material thereof shall vest in the Lessor and Lessee shall then have no right to claim for the refund of any money paid by him to the Lessor up to that time or to claim any compensation for the structure and material put by him on the demised premises.

PROVIDED further and always that the right of re-entry and determination of the Lease hereinbefore provided shall not be exercised if the industry on the demised premises has been financed by financial institution or Bank approved by RBI and the said financing institution or bank remedy the breach or breaches within a period of 60 days from the date of notice issued or served by the Lessor on such financing institution or bank regarding the said breach or breaches.

2. Any losses suffered by the Lessor on a fresh grant of the lease of the demised premises/plot for breach of conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be recoverable by the Lessor.
3. That the Lessor and the Lessee hereby agree that all sums under this Lease Deed from the lessee on account of premium, rent, interest, time extension fee, maintenance charges, fee etc. or damages for use and occupation or any other account whatsoever standing at present or arising in future shall be on the certificate of the Lessor which shall be final, exclusive and binding on the Lessee and be recoverable as arrears of land revenue.

U.P. State Indl. Dev. Authority



\* Regional Manager



आवेदन सं०: 202401041034882

पट्टा विलेख(30 वर्ष से अधिक)

वही सं०: 1

रजिस्ट्रेशन सं०: 7530

वर्ष: 2024

प्रतिफल- 1492378691 स्टाम्प शुल्क- 26116750 बाजारी मूल्य - 1492379000 पंजीकरण शुल्क - 0 प्रतिलिपिकरण शुल्क - 120 योग : 120

श्री अशोक लेलेण्ड लिमिटेड द्वारा  
महेश मधुकर ठाकर अधिभूत पदाधिकारी/ प्रतिनिधि,  
पुत्र श्री मधुकर मोरेशवर ठाकर  
व्यवसाय : नौकरी  
निवासी: प्लाट नं०-1, सरदार पटेल रोड, गिडी तमिलनाडू

*Mahesh*



महेश मधुकर ठाकर अधिभूत पदाधिकारी/  
प्रतिनिधि

श्री, अशोक लेलेण्ड लिमिटेड द्वारा

ने यह लेखपत्र इस कार्यालय में दिनांक 19/07/2024 एवं  
03:44:36 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संतोष कुमार सिंह  
उप निबंधक :सरोजनीनगर द्वितीय  
लखनऊ  
19/07/2024

दिनेश शंकर बाजपेयी  
निबंधक लिपिक  
19/07/2024

प्रिंट करे

4. Notwithstanding any other provisions herein contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the industrial use to the satisfaction of the lessee and the lessor shall have the right to determine the lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of Lessor shall be binding with regard to the extent of the uses as aforesaid as to whether the whole of the demised land has been utilised or only a portion has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part / as whole at the discretion of the lessor.

It is further expressly agreed by Lessee that the lease in part or as a whole for the default of the provisions of this clause shall be terminable by a 01 month notice to quit on behalf of the Lessor.

5. That any relaxation or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the legal right of the Lessor.
6. The stamp duty and registration charges of this lease deed shall be borne by the Lessee.
7. (i) All notice, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. VI of 1976) or any rule or regulation made thereunder shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act 1973 as re-enacted and modified by the Uttar Pradesh Presidents Act (Re-enactment with modification) Act, 1974 (U.P. Act No. 30 of 1974).
- (ii) In the event any disputes arise with regard to terms and conditions of this Lease Deed, the same shall be subject to the jurisdiction of courts under jurisdiction of High Court of Judicature at Allahabad.
- (iv) The building policy, bye laws, rules and regulations framed by Lessor as amended from time to time shall be binding on the Lessee and shall hold primacy over the conditions of lease wherever in contradiction. If the Lessee does not abide with the terms and conditions and building rules or any other rules framed by the UPSIDA, the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor and the Lessee in in such an event will not be entitled to claim any compensation in the respect thereof.
- (v) Chairman/Chief Executive officer of the Lessor reserves the right to make such additions, alterations and modifications in this lease deed as may be considered just and expedient.

U.P. State Indl. Dev. Authority



Regional Manager



This is to certify that the instrument of lease deed being executed in favour of allottee firm M/s Ashok Leyland Limited, Plot No-01 Industrial Area Sarojnagar Extn.-01 ,Lucknow authorised signatory Mr. Mahesh Madhukar Thakar Reg. Office No-01 Sardar Patel road Guindy,Chennai Tamil Nadu-600032.

Dy. Commissioner Industries, District Industries Promotion & Entrepreneurship Development Centre, Lucknow hereby signed the instrument of lease deed being executed between Mr. Ajay Deep Singh Regional Manager UPSIDA,Lucknow and of allottee/ authorised signatory Mr. Mahesh Madhukar Thakar Reg. Office No-01 Sardar Patel road Guindy,Chennai Tamil Nadu-600032 as witness & hereby confirm the fact that it will be utilized under U.P., F.D.I. Policy (Fortune global 500 &fortune India 500 companies invest policy 2023) of U.P. Government.

Categorically 75% exemption is being claimed under Stamp & Registration Deptt vide S&R2 G.O. No. 3/2023/345/94-स्टा.नि.०-2-2023-700(36)/2023 Dt. 31.03.2023 and G.O. No.-25/2023/1566/94- स्ट.नि.०-2-2023-700(91)/2023 Dt. 22.12.2023 of Stamp & Registration department & U.P., F.D.I. Policy (Fortune global 500 &fortune India 500 companies invest policy 2023 notification No. 25/2023/1566/94-स्टा.नि.०-2-2023-700(91)/2023 Dt. 22.12.2023 of U.P. Government . Invest UP has also issued L.O.C. to the allottee firm M/s Ashok Leyland Limited, Plot No-01 Industrial Area Sarojnagar Extn.01 ,Lucknow through letter no. 460 Dt. 12.07.2024.

The allottee firm M/s Ashok Leyland Limited, Plot No-01 Industrial area Sarojnagar Extn.01 ,Lucknow authorised signatory Mr. Mahesh Madhukar Thakar Reg. Office No-01 Sardar Patel road Guindy,Chennai Tamil Nadu-600032 sincerely tender undertaking that the said immoveable property described above shall not be used for the purpose other than the purpose described in the said policy.

  
 उपयुक्त उद्योग  
 जिला उद्योग प्रोत्साहन तथा उद्यमिता विकास केन्द्र  
 लखनऊ

8. All powers exercisable by the Lessor under this Lease may be exercised by the Chief Executive officer of the Lessor. The Lessor may also authorise any of its officers to exercise all or any of the powers exercisable by it under this lease.

Provided that the expression "Chief Executive Officer" shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Chief Executive Officer.

9. The Lessee will mention in the postal address of their correspondence letter invariably the name of UPSIDA Industrial Area.

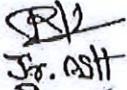
IN WITNESS WHEREOF the parties have set their hands the day and in the year first above written,

FOR AND ON BEHALF OF Uttar Pradesh  
State Industrial Development Authority

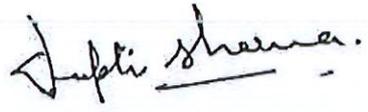
U.P. State Indl. Dev. Authority

\* Regional Manager

Signed by:

a. Witness:   
b. Witness: 

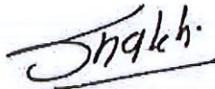
  
FOR AND ON BEHALF OF the Lessee  
  
Signed by:

a. Witness:   
b. Witness: DEEPTI SHARMA



METROPOLIS CITY  
BLOCK No. D1/4  
FLAT No. -14  
RUDRAPUR  
U.S. NAGAR  
PIN - 263153  
UTTARAKHAND  
9760024615



  
SHAKTI SINGH YADAV  
V/P - GANDALA  
Teh. BEHAROR  
DIST - ALWAR  
RAJASTHAN - 301709  
9829109603



आवेदन सं०: 202401041034882

बही सं०: 1

रजिस्ट्रेशन सं०: 7530

वर्ष: 2024

निष्पादन लेखपत्र चाद सुनने व संमझाने मंजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त  
पदटा दाता: 1

श्री यू पी एस आई डी ए के द्वारा रवि कन्नोजिया, पुत्र श्री श्रीराम कन्नोजिया

निवासी: कनिष्ठ सहायक, यू पी एस आई डी ए

व्यवसाय: नौकरी

पदटा गृहीता: 1

Rij



श्री अशोक लेलेण्ड लिमिटेड के द्वारा महेश मधुकर ठाकर, पुत्र श्री मधुकर मोरेशवर ठाकर

निवासी: प्लाट नं०-1, सरदार पटेल रोड, गिडी तमिलनाडू

व्यवसाय: नौकरी

Mhakar



ने निष्पादन स्वीकार किया। जिनकी पहचान  
पहचानकर्ता: 1

श्रीमती दीप्ती शर्मा, पुत्री श्री गोपाल करषण शर्मा

निवासी: 14 डी 1/4 मटरोपोलिस सिटी 263153

व्यवसाय: नौकरी

पहचानकर्ता: 2

Deepthi Sharma



श्री शकती सिंह यादव, पुत्र श्री रामअवतार यादव

निवासी: गनडाला बहरोड अलावर राजस्थान

व्यवसाय: नौकरी

Shakti



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

संतीष कुमार सिंह

उप निबंधक, सराजनीनगर द्वितीय

लखनऊ

19/07/2024

ने की। प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं।  
टिप्पणी:

दिनेश शंकर बाजपेयी

निबंधक लिपिक लखनऊ

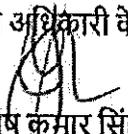
19/07/2024

प्रिंट करें

आवेदन सं०: 202401041034882

बही संख्या 1 जिल्द संख्या 306 के पृष्ठ 1 से 44 तक क्रमांक 7530 पर दिनांक  
19/07/2024 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
संतोष कुमार सिंह

उप निबंधक : सरोजनीनगर द्वितीय

लखनऊ

19/07/2024



U.P. State Industrial Development Authority

Regional Office : Lucknow

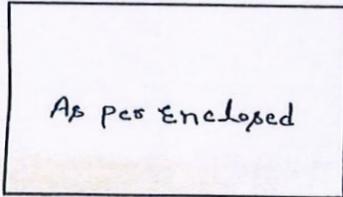
POSSESSION MEMO

Certified that the plot/Shed No. 1 situated in Industrial Area Sarojini Nagar Extension-1, Distt-Lucknow details where of are given below has been transferred today viz. 02/08/2024 at 11:30 A.M./P.M. by the U.P. State Industrial Development Authority to M/s. Ashok Leyland Limited through Mr. Shakti Singh Yadav (Authorized Signatory) Licence/Lesses/Purchase after preuse demarcation. "Plot is lying vacant/There are construction etc. on the plot."

Dimensions and boundaries of the land.

Details of building fixtures etc. if any with measurements and approximate value of each items.

Lay out of the transferred land.



\* (As per Inventory attached)

Area of land 2833.00 sq. Mtrs.

\* Strike off whichever is inapplicable.

Possession handed over for and on behalf of U.P.S.I.D.A.

Possession taken over for and on behalf

of

1. Shakti

2. Project Lead (Lucknow Plant)

3. Ashok Leyland Limited, Lucknow

Designation / Status

Asstt. Manager (Civil) / surveyor

Witness :

Dated : 02/08/2024

1. Kalra (Deepak Kalra)

Witness :

2. Sawab (Saurabh Sawab)

1. Singh

2. Singh

No. /SIDA/RO/ Dated

Copy forwarded for information and necessary action :

- 1. Incharge (IA) U.P.S.I.D.A, Kanpur
2. Sr. Manager (Civil) U.P.S.I.D.A.
3.

Asstt. Manager / Dy. Manager



90  
**EXHIBIT-F**

50

**From:** Sathiyarayanan K C (Senior Vice President-Finance)  
<SATHIYANARAYANAN.KC@ashokleyland.com>  
**Sent:** 09 April 2024 13:22  
**To:** rmlucknow@upsida.co.in  
**Cc:** Clement Ravi L J (Head - Project Planning); Rajeev Kumar Jadon (Head - Foundry Business); Ganesh Mani S (Chief Operating Officer); Shakti Singh Yadav (Project Lead- Lucknow Plant)  
**Subject:** RE: Request Letter for Tree removal to start boundary wall construction for Ashok Leyland Site

Dear Ajay Deep Ji,

Could u please expedite cutting of trees within the area allotted to Ashok Leyland so that we can commence the construction of the facilities. Please indicate the timelines by which tree cutting would be concluded so that we can plan other activities accordingly

Regards  
Satya

---

**From:** SATHIYANARAYANAN KC ( Finance )  
**Sent:** Friday, March 15, 2024 10:23 AM  
**To:** rmlucknow@upsida.co.in  
**Cc:** Clement Ravi (Head – Project Planning) <Clement.Ravi@ashokleyland.com>; Rajeev Kumar Jadon (Head - FBS (Trucks)) <Rajeev.Jadon@ashokleyland.com>; Ganesh Mani S (Chief Operating Officer) <sgmani@ashokleyland.com>; Shakti Singh Yadav (Head MCV Buses) <Shaktisingh.Yadav@ashokleyland.com>  
**Subject:** RE: Request Letter for Tree removal to start boundary wall construction for Ashok Leyland Site

Dear Ajay Deep ji,

We had mentioned in the MOU as well as DPR that UP govt needs to cut all trees falling within 70 acres of land allotted to us as part of handover – takeover of the Land. Please ensure that forest department permission is obtained, and trees are cut so that we can move ahead with physical possession of the land.

A line of confirmation on this matter would be appreciated.

Regards  
Satya

---

**From:** Shakti Singh Yadav (Head MCV Buses) <[Shaktisingh.Yadav@ashokleyland.com](mailto:Shaktisingh.Yadav@ashokleyland.com)>  
**Sent:** Wednesday, March 6, 2024 12:14 PM  
**To:** [rmlucknow@upsida.co.in](mailto:rmlucknow@upsida.co.in)  
**Cc:** SATHIYANARAYANAN KC ( Finance ) <[SATHIYANARAYANAN.KC@ashokleyland.com](mailto:SATHIYANARAYANAN.KC@ashokleyland.com)>; Clement Ravi (Head – Project Planning) <[Clement.Ravi@ashokleyland.com](mailto:Clement.Ravi@ashokleyland.com)>; Rajeev Kumar Jadon (Head - FBS (Trucks)) <[Rajeev.Jadon@ashokleyland.com](mailto:Rajeev.Jadon@ashokleyland.com)>  
**Subject:** Request Letter for Tree removal to start boundary wall construction for Ashok Leyland Site

Dear Sree Ajay Deep Ji,

Greetings from Ashok Leyland.

I would like to convey our sincere thanks for the excellent support extended to us by UPSIDA officials towards Ashok Leyland during the Bhoomi Pooja ceremony.

Now we are preparing to start boundary wall construction, We would like to bring to your attention below point for your kind consideration so as to enable us take complete possession of land and start our construction activities on priority.

It has Reference to MOU dated 15<sup>th</sup> Sept-2023 and Detailed project report (DPR) submitted by AL. You may kindly refer to Clause 9.3.1 & 9.3.2 of DPR for clean hand over of site.

Further our COO Mr. Ganesh Mani has wrote request letter – Letter attached

The Joint meeting held on 16<sup>th</sup> Feb-24 at Honorable Division Commissioner office.

Request your kind support on below point -

a) We also need complete removal of vegetation within the allocated 70 acres of land, the demarked tree removal along the South & West side boundary line to enable start of boundary wall. Total 810 Nos of trees (Eucalyptus (Safeda) and Indian Gum Arabic (Babool)) are identified & earmarked. Ppt attached.

Looking forward for your kind support to start boundary wall & construction activities on priority.

Regards,

**Shakti Singh Yadav**

**Project Lead-Lucknow Bus Plant**

**M** +91 9829109603 | **T** +91 44 22206033

**E** [shaktisingh.yadav@ashokleyland.com](mailto:shaktisingh.yadav@ashokleyland.com) | **W** [www.ashokleyland.com](http://www.ashokleyland.com)

**A** **ALCOB**, 1, Sardar Patel Raod, Guindy, Chennai, Tamil Nadu – 600032



IN THE NATIONAL GREEN TRIBUNAL, PRINCIPAL BENCH, NEW DELHI  
IN  
ORIGINAL APPLICATION NO. 164 OF 2018

News Item titled "Irony on World Environment Day U.P. Forest Corporation to auction 400 green trees in Lucknow on June 5" appearing in The Hindustan Times dated 04.06.2024. (NGT Principal Bench, New Delhi Suo Moto matter)

VERSUS

Uttar Pradesh Forest Corporation & Ors.

...Respondents

VAKALATNAMA

KNOW ALL to whom these presents shall come that I, Saurabh Sajwan, son of Mulayam Singh Sajwan, aged about 27 years, Authorised Signatory of Respondent No. 7, having my office at Plot No.1, Sarojini Nagar, Industrial Area, Extension-1, Lucknow-226008, in the above matter, do hereby appoint **MR. MAHESH AGARWAL, MR. RISHI AGRAWALA, MR. ANKUR SAIGAL, MR. SHIVAM SHUKLA, ADVOCATES, M/S. AGARWAL LAW ASSOCIATES, MERCANTILE HOUSE, GROUND FLOOR, 15 K.G. MARG, NEW DELHI-110001**, hereinafter called the Advocate to be My/our Advocate's in the above noted case and authorise them:

To act, appear and plead in the above noted case in this court in any other court in which the same may be tried or heard and also in the appellate courts.

To sign, file, verify and present pleading, applications, appeals, cross-objections or petitions for execution, review, revision, or other petition, replies, objections affidavits or other documents as may be deemed necessary or proper for the prosecution of the said case in all its stages.

To file and take back documents.

To do all other acts and things which may be necessary to be done for the progress and in the course of the prosecution of the said case.

And I/we the undersigned do hereby agree to ratify and confirm acts done by the Advocate or his substitute in the matter my/our own acts as if done by me/us to all intents and purposes.

IN WITNESS WHERE OF I/we do hereunto set my/our hand to these presents of which have been understood by me/us this 02 day of April, 2025.

Accepted:

(MAHESH AGARWAL) (RISHI AGRAWALA)

(ANKUR SAIGAL) (SHIVAM SHUKLA)  
ADVOCATES

MERCANTILE HOUSE, GROUND FLOOR,  
15, K.G. MARG, NEW DELHI-110001

(Ph: 011 42200000 / 9910483627

Email: mail@aglaw.in,





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**LETTER OF AUTHORISATION**

We, M/s Ashok Leyland Limited, having our registered office at No.1, Sardar Patel Road, Guindy, Chennai 600 032 (the "Company") do hereby authorize, Mr.Saurabh Sajwan, son of Mulayam Singh Sajwan, aged about 27 years, Senior - Officer of M/s. Ashok Leyland Limited, Lucknow, to represent the Company and to protect the interest of the Company in Original Application No.813 of 2024 on the file of the National Green Tribunal, Principal Bench at Delhi. This authorization is given to Mr.Saurabh Sajwan to sign vakalats, file pleadings, petitions and counter statements, replies, swear affidavits, adduce evidence, file appeals, review and revision petitions and do all such further and incidental acts as may be deemed fit and necessary for the aforesaid purposes.

**For ASHOK LEYLAND LIMITED**

Place: Chennai  
Date: 02.04.2025



**MAHESH THAKAR**  
General Counsel



---

**Service of Reply on behalf of Respondent No. 7 in OA 813 of 2024 - Suo Motto Matter- News item dated 4 June 2024**


---

From Shivam Shukla <shivam.shukla@aglaw.in>

Date Sat 5/3/2025 1:50 PM

To ceo@upsida.co.in <ceo@upsida.co.in>; info@upstrtc.com <info@upstrtc.com>; pccf-up@nic.in <pccf-up@nic.in>; dmluc@nic.in <dmluc@nic.in>; gmsal@upfc.in <gmsal@upfc.in>

Cc Rajesh Chauhan <raju@aglaw.in>

Dear All,

Please find attached reply on behalf of Respondent No. 7 in the captioned matter by way of an advance service upon you.

 [NGT News Item Vs Uttar Pradesh Forest REPLY Final.pdf](#)

Regards  
**Shivam Shukla**

Email: shivam.shukla@aglaw.in

Mobile: | Phone:



AGARWAL LAW ASSOCIATES

**OFFICE ADDRESS:**

Ground Floor, Mercantile House, 15, Kasturba Gandhi Marg,  
New Delhi – 110001  
Tel.: 42200000  
Email: mail@aglaw.in

**CHAMBER ADDRESS:**

48, Lawyers Chambers, Supreme Court of India, New Delhi – 110001  
Ph.: +91 11 23382318 / 23389629  
Email:- chamber@aglaw.in



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