

873

5000Rs. 1



LEASE DEED

N. F. Jaiswal
(N.F. JAISWAL)

FOR AND ON BEHALF OF NOIDA

M. Banerji

FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

Garrison Dunkley
127 9/3/84 N. 20th St
Steeplechase
Weymouth
9/3/83

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L.A. Mexico

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28/4/83

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-2-

INDUSTRIAL

FOR AND ON BEHALF OF NOIDA

(N.S. JAISWAL)

N.S. Jaiswal

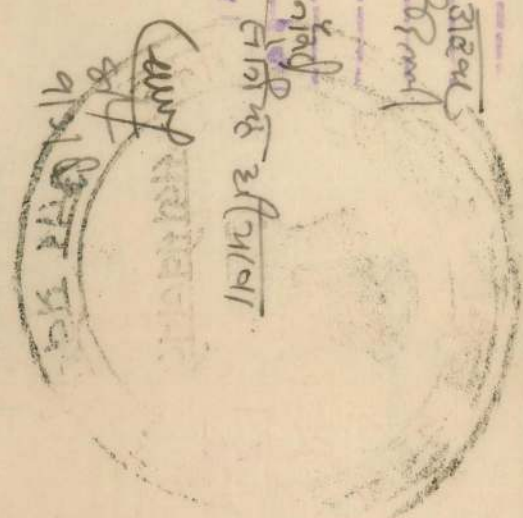
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5000RS. 3



-3-
PLOT NO: 15

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(N.P.JAISWAL)

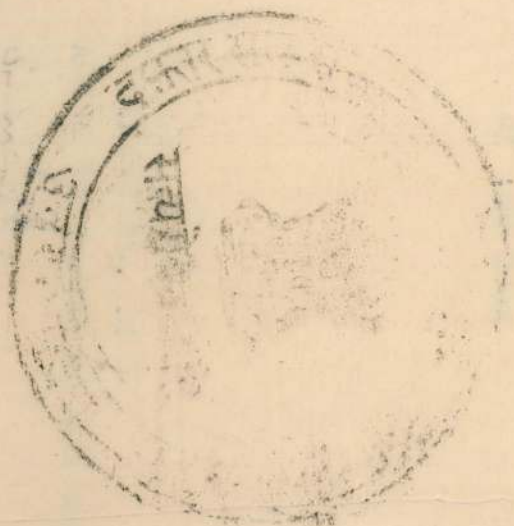
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FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

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राज्य सरकार
महाराष्ट्र सरकार
महाराष्ट्र सरकार



5000Rs. 4



-4-

BLOCK

N.D. Jaiswal
(N.D. JAISWAL)

FOR AND ON BEHALF OF NOIDA

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FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

क्र. सं. 140
दिनांक 9/3/83
श्रीवर्ग सं. 137
किसत 5000/-

29/3/83

श्रीवर्ग सं. 137
किसत 5000/-



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5000RS.5



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Rs 5000

पाँच हजार रुपये FIVE THOUSAND RUPEES

-5-

NO. 1

(N.P. JAISWAL)

FOR AND ON BEHALF OF NOIDA

J. B. Singh

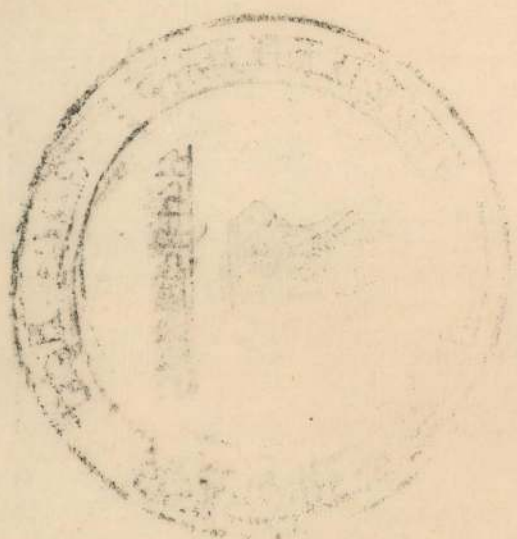
FOR AND ON BEHALF OF GANON DUNKERLEY & CO. LTD.

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Good night - Sleep well and be happy

9/20/21
9/13/23



3000RS. 6



-6-

SECTOR

(N.P. JAISWAL)
FOR AND ON BEHALF OF NIDA

FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

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9 MAR 1953
पुस्तकालय, दिल्ली
वि. सं. १० (वि. सं. १०) पु. सं.



7 3000RS.



-7-

NO. VIII

(N.P. SAISWAL)

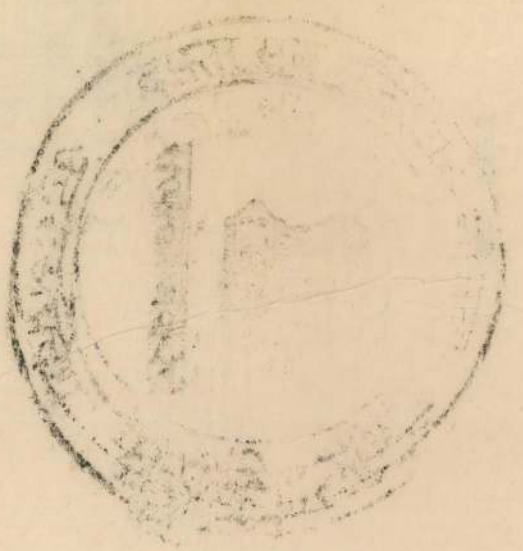
FOR AND ON BEHALF OF NOIDA

N. P. Saiswal

FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

Vol 288
- 9 MAR 1983
सं. ३ (११ अं) पृ. ११

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8 3000RS.



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IN THE LAYOUT

(NE. J. NISWAL)

FOR AND ON BEHALF OF NOIDA

for Banerjee

FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

No 2
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-9 MAR 1993
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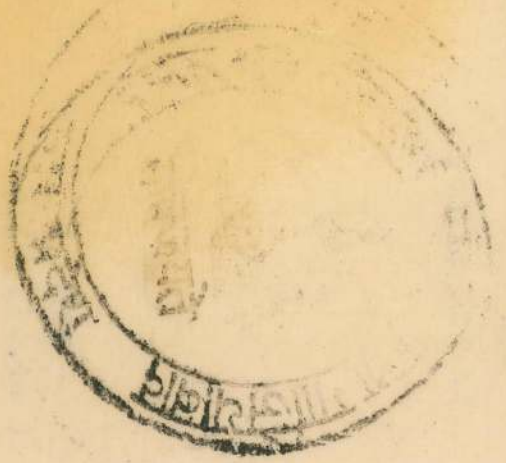
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पुष्प कुमारी
विजयता, मोरुवा
(मा.बा.द) मु.वी.

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-9-

PLAN OF

(N.F. JASWAL)

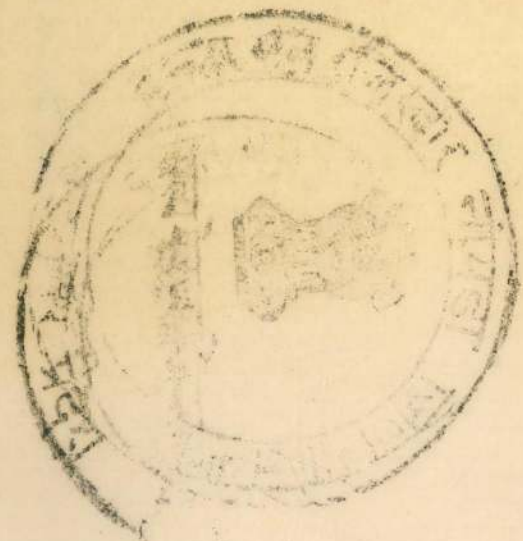
FOR AND ON BEHALF OF NQIDA

Abanji

FOR AND ON BEHALF OF GANNON JUNKERLEY & CO. LTD.

NO. 388
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10 100RS.



- 10 -

NEW OKHLA

(NP. JAI SWAMI)

FOR AND ON BEHALF OF NOIDA

Signature

FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

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1983

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॥ 30 RS.



- 11 -

INDUSTRIAL

(N. P. JAISWAL)
FOR AND ON BEHALF OF NOIDA

N. P. Jaiswal
FOR AND ON BEHALF OF GANNON DINKERLEY & CO. LTD.

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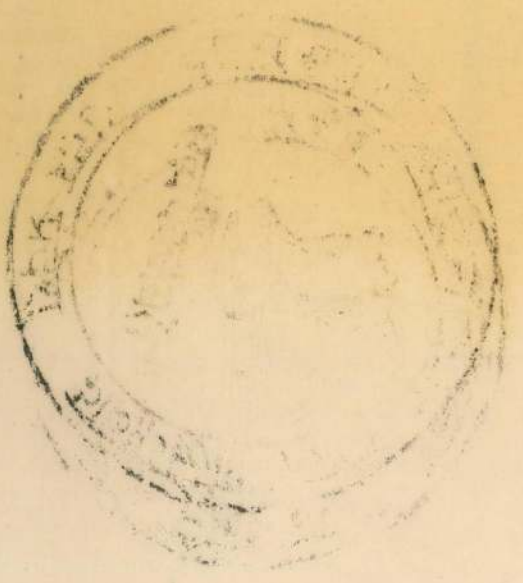
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9 MAR 1983

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पुस्तक संकलन, पुस्तक
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12 10RS.



- 12 -

DEVELOPMENT AREA.

(N.P. Jaiswal)

FOR AND ON BEHALF OF Noida

H. Banerjee

FOR AND ON BEHALF OF GANNON DUNKERLEY & CO. LTD.

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NO 238

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-9 MAR 1983

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सं. नं. ३ (१) अ. १०



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Block No.

VIII.

~~Handbook~~

ent an area of.

A handwritten musical score on a five-line staff. The notation includes a treble clef at the beginning, followed by several notes and rests. The notes are written in a cursive style, and there are some additional markings above the staff, possibly indicating dynamics or phrasing. The handwriting is fluid and appears to be from a personal manuscript.

15.5

District Ghaziabad.

9/14-

Task

Sri

aged.

Years

S/o.

r/o...

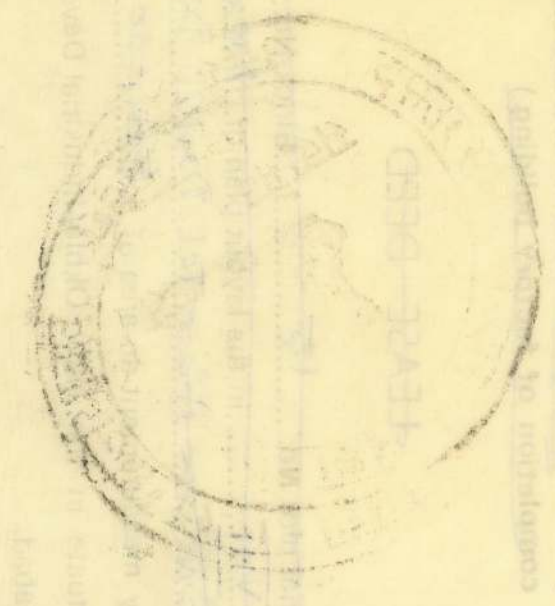
...situated at.

1872
H. B. Brown

17-1

Witnessed and signed in presence of two or more persons
at _____
this _____ day of _____ 19____

Witnessed and signed in presence of two or more persons
at _____
this _____ day of _____ 19____



Notary Public for the State of California

[Signature]

[Signature]

1. Sri.....aged.....years
S/o.....
r/o.....
2. Sri.....aged.....years
S/o.....
r/o.....
3. Sri.....aged.....years
S/o.....
r/o.....
4. Sri.....aged.....years
S/o.....
r/o.....
5. Sri.....aged.....years
S/o.....
r/o.....
6. Sri.....aged.....years
S/o.....
r/o.....
constituting the registered partnership firm of
M/s.....
situated at.....through
Sri.....aged.....years,
S/o.....
r/o.....
~~ply constituted attorney under the deed dated.....~~

OR
M/s. Sarsaa Durrkanya & Co. Sole
a company within the meaning of the Companies Act, 1956 and
having its registered office at.....
through its Managing Director/Secretary/duly constituted attorney
Sri.....
S/o.....
r/o.....

[Signature]

[Signature]

OR

JBS
JL

~~a Co-operative Society within the meaning of the U. P. Co-operative Societies Act, 1965~~ (hereinafter called 'the Lessee' which expression shall unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up an Industrial Area and the plots carved out after development are to be leased out for the purpose of erecting on each plot a factory building according to the building regulations and directions framed or issued under the U.P. Act 6 of 1976 and building plans approved by the Lessor annexed hereto.

AND WHEREAS the cost of acquisition and development of the said land has not yet been finally determined and therefore the rate of premium to be charged has not yet been decided by the Lessor but the Lessee is keen to take on lease the developed plot hereinafter described and to have possession thereof as such for the purpose of erecting thereon an industrial unit for manufacture of *Shera Fab Related Structures for* *VARANASI* according to the building regulations and directions framed or issued under the U.P. Act 6 of 1976 and building plans approved by the Lessor annexed hereto.

AND WHEREAS in order that the work of setting up of industries in the said industrial area may not suffer for want of determination of cost of acquisition and development as aforesaid, the Lessor has decided to execute lease deeds in favour of those allottees who agree to pay provisional premium and also agree to accept without demur the balance and additional premium as may be determined by the Lessor in its general application.

JL

JBS

AND WHEREAS at the request of the Lessee the Lessor has agreed to demise to the Lessee the plot of land hereinafter described within the period of licence notwithstanding the agreement made on the.....day of.....in the year one thousand and nine hundred and.....and made between the Lessor of the one part and the Lessee of the other part on the terms and conditions hereinafter mentioned :

NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

I. That in consideration of the premium already paid and agreed to be paid by the Lessee at the time and in the manner hereinafter provided and also in consideration of the 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 ALL THAT plot of land numbered as.....15.....in Block No. 1 Sector No. VIII.....situated within the New Okhla Industrial Development Area, District Ghaziabad containing by measurement.....~~5093.29~~ sq. metres, be the same a little more or less, and bounded :

On the North by.....24.38 T. Kh. Side Road
On the South by.....18.00 11.50 Side Road
On the East by.....18.00 No 2-11. Sec 4 & VIII
On the West by.....Delhi U.P. Border

and which said plot of land is more clearly delineated and shown in the attached plan and therein marked red TO HOLD the said plot of land (hereinafter referred to as "the demised premises") with their appurtenances unto the Lessee for the term of 99 years from the.....9/15 day of.....1983 (hereinafter called "the said term") except and always reserving to the Lessor its successors or assigns :


for Abdullah

(a) A right to lay watermain, drains, sewers, or electric wires under or over the demised premises, if deemed necessary by the Lessor in developing the area ;

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof, yielding and paying therefor yearly in advance during the said term unto the Lessor on the.....21st.....day of.....March.....in each year the yearly rent at the rate of 20 paise per sq. metre during the first 33 years, at the rate of 30 paise per sq. metre during next 33 years after expiry of the first 33 years and at the rate of 40 paise per sq. metre during the next 33 years after the expiry of the first 66 years, the rent upto the.....21st.....day of.....March.....1983 having already been paid.

II. (a) The Lessee shall pay to the Lessor the provisional premium of Rs.3,37,276 = Rs. 3,37,276 only (Rs. 1,19,182.99 only for the first 33 years and Rs. 2,18,093.63 only for the next 66 years) out of which Rs. 1,19,182.99 only (Rs. 1,19,182.99 only for the first 33 years and Rs. 2,18,093.63 only for the next 66 years) has already been paid, the receipt whereof the Lessor hereby acknowledges, and the balance sum of Rs. 2,18,093.63 only (Rs. 2,18,093.63 only for the next 66 years) shall be paid in sixteen half yearly instalments alongwith interest @ 15% per annum, the first instalment falling due for payment on the 30th day of June or the 31st day of December, whichever falling earlier after the expiry of the period of two years next to the date of allotment of the demised premises, and the remaining instalments falling due consecutively as follows :

1. Rs. 1,73,800.05 on the 30th day of June.....1983
2. Rs. 1,73,800.05 on the 31st day of Dec.....1983
3. Rs. 1,73,800.05 on the 30th day of June.....1983
4. Rs. 1,73,800.05 on the 31st day of Dec.....1983

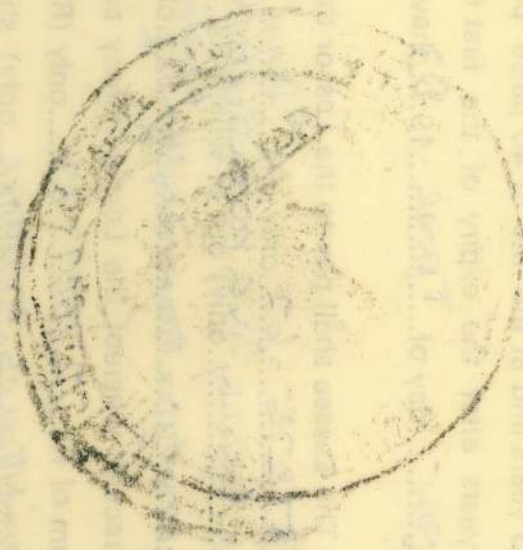
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circles in general, and the American people in particular, are interested in the progress of the American people in the field of science and technology. It is the duty of the American people to support the American people in the field of science and technology.

One of the most important factors in the development of the American people is the progress of the American people in the field of science and technology.

One of the most important factors in the development of the American people is the progress of the American people in the field of science and technology. It is the duty of the American people to support the American people in the field of science and technology.



One of the most important factors in the development of the American people is the progress of the American people in the field of science and technology. It is the duty of the American people to support the American people in the field of science and technology.

One of the most important factors in the development of the American people is the progress of the American people in the field of science and technology. It is the duty of the American people to support the American people in the field of science and technology.

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5. Rs. 17380.05 on the 30th day of June 1984
 6. Rs. 17380.05 on the 31st day of Dec 1984
 7. Rs. 17380.05 on the 30th day of June 1985
 8. Rs. 17380.05 on the 31st day of Dec 1985
 9. Rs. 17380.05 on the 30th day of June 1986
 10. Rs. 17380.05 on the 31st day of Dec 1986
 11. Rs. 17380.05 on the 30th day of June 1987
 12. Rs. 17380.05 on the 31st day of Dec 1987
 13. Rs. 17380.05 on the 30th day of June 1988
 14. Rs. 17380.05 on the 31st day of Dec 1988
 15. Rs. 17380.05 on the 30th day of June 1989
 16. Rs. 17380.05 on the 31st day of Dec 1989

Provided that the interest shall be computed at the rate mentioned above on the total amount of the balance premium outstanding from time to time from the date of allotment and shall be payable half yearly on the 30th day of June and 31st day of December each year, the first of such payments to be made on the 30th day of June 1984 falling earlier.

Provided that a rebate of 4% in the rate of interest shall be admissible if the instalments together with the interest accruing thereon are paid by or on the due dates.

Provided further that if any instalment or the interest accruing thereon is not paid on the due date compound interest at the rate of 15% per annum shall be chargeable with six monthly rests on the amount due.


(b) The payments made by the Lessee shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the Lessee to the contrary.

For Lessee

III. (1) The premium mentioned in Clause I is provisional computed on the minimum average land cost component based on the costs of acquisition etc. under the Land Acquisition Act, 1894 of the whole of which the said Industrial Development Area of which the plot hereby demised 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 industrial 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 the final cost of acquisition is determined) pay to the Lessor in such instalments as may be fixed by the Lessor, such balance premium, if any, being the difference in the land cost component finally determined, as aforesaid and the land cost component of the provisional premium mentioned in Clause No. I.

(2) In case the Lessor is required to bear or contribute at any stage, the costs or additional costs of any development, improvement or modification of any of the 'amenities' defined in Section 2 (a) of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any other allied or new amenity or facility likely to benefit the said Industrial Development Area or any part thereof, the Lessee shall pay to the Lessor such proportionate additional premium as may be determined from time to time in this behalf by the Lessor. The aggregate additional premium, if any, on this account shall not exceed in all 40% of the provisional premium mentioned in Clause I and shall be paid by the Lessee to the Lessor in such instalments as may be fixed by the Lessor.

IV. (1) That the Lessee shall not at any time carry on or permit to be carried on upon the demised premises any trade or business

 Abanip

whatsoever or use or permit the same to be used for any purpose other than for the manufacture of..... *Steel Fabricated Structures*
*for various*.....*industrial*.....
 without the consent in writing of the Lessor first had and obtained :

PROVIDED THAT if the Lessee is desirous of using the said demised premises or the building thereon other than that for the manufacturing process or industry as may be approved from time to time, the Lessor may allow such change of use on such terms and conditions including payment of extra premium or/and enhanced rent as the Lessor may in its absolute discretion determine.

(2) That the Lessee shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon either the Lessor or the Lessee or the occupier in respect of the demised premises or the buildings to be erected thereon.

(3) That the Lessee shall pay unto the Lessor the said rent on the days and in the manner hereinbefore appointed for payment thereof clear of all deductions.

(4) That the Lessee at his own cost shall erect on the demised premises in accordance with the layout plan, elevation and design and in a position to be approved of in writing by the Lessor in a good substantial and workman-like manner a building to be used as industrial factory with all necessary out-buildings, sewers, drains and other appurtenances and proper conveniences thereto according to the rules, building regulations and directions of the Lessor, and the proper municipal or other authority now existing or hereafter to exist in respect of buildings, drains, latrines and communication with the

for *AB*

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A circular library stamp from the University of Toronto Libraries. The text "UNIVERSITY OF TORONTO" is curved along the top inner edge, and "LIBRARIES" is curved along the bottom inner edge. In the center, the year "1954" is printed. There is a small, illegible mark or signature in the center of the stamp.

sewers and ~~shall commence such construction~~

within a period of three months from the date hereof or within such extended time as may be allowed by the lessor in writing in its discretion at the request of the lessee which extended time in any ~~lease shall not exceed six months in total and shall~~

completely finish the same fit for use within a ^{period of 9 months} ~~period of 9 months~~ from the date of these presents or ^{within} ~~within~~ such extended time as may be allowed by the lessor ^{in its discretion} ~~in its discretion~~ in writing in its discretion in the request of the lessee ^{in writing} ~~in writing~~. On the completion of the work the lessee shall send a registered notice intimating to the lessor that the construction have been completed fit for use as aforesaid

whereupon the lessor 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.

(5) That the lessee shall not erect any building constructions or structure except in accordance with the building plan to be approved by the lessor and shall comply with all regulations made or directions issue by the lessor or the erection of building or other architectural requirements in that behalf.

(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 hereafter to exist so far as the same relate to the immovable property in the said area or so far as they affect the health, safety and convenience of the other inhabitants of the place.

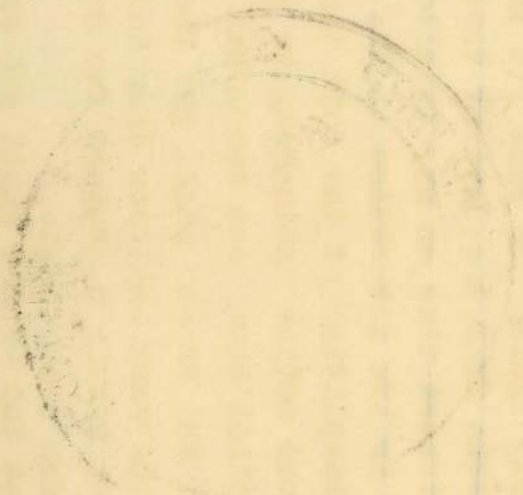
(7) The lessee shall not deviate in any manner from the layout plan no after the six of the demised premises whether by sub-division amalgamation or to the otherwise.

(7)A: That in the event of change in constitutions, the lessee shall pay to the lessor the transfer charges etc. as prescribed by the lessor.

(8). That the lessee shall time a repair, support and keep in good and substantial condition and repair the factor building.

[Handwritten signatures]

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AB

sewers and shall commence such construction within a period of three months from the date hereof or within such extended time as may be allowed by the Lessor in writing in its discretion at the request of the Lessee which extended time in any case shall not exceed six months in total and shall completely finish the same fit for use within a period of *9/18 months from the date of these presents or within such extended time as may be allowed by the Lessor in writing in its discretion on the request of the Lessee. On the completion of the work the Lessee shall send a registered notice intimating to the Lessor that the constructions have been completed fit for use as aforesaid whereupon the Lessor 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.

(5) That the Lessee shall not erect any building constructions or structures except compound walls and gates on any portion of the demised premises within.....metres of boundaries on.....side thereof.....
.....
.....as marked in the building plan approved by the Lessor annexed hereto.

(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 hereafter to exist so far as the same relate to the immovable property in the said Area or so far as they affect the health, safety and convenience of the other inhabitants of the place.

(7) The Lessee shall not deviate in any manner from the layout plan nor alter the size of the demised premises whether by sub-division, amalgamation or otherwise.

(8) That the Lessee shall at all times repair, support and keep in good and substantial condition and repair the factory building

*Delete whichever is not applicable.



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and out buildings both externally and internally and also the boundary and other walls, sewers, drains, gates, fences and fixtures of or connected with the same AND the Lessee hereby permits the Lessor and its agents to enter upon and view the condition thereof and to give notice in writing to the Lessee of any defects or want of reparation the Lessee shall within three calendar months after receipt of such notice repair and amend accordingly.

(9) 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 or erect or permit to be erected any new building 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 or plan 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 the receipt of such notice then it shall be lawful for the Lessor to cause such deviation to be corrected at expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to the Lessor the amount which the Lessor shall fix in that behalf and the decision of the Lessor shall be final and binding on the Lessee.

(10) That the Lessee shall provide and maintain at its own cost in good repairs a 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.

(11) 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 any religious purpose or any purpose other than for the industrial purpose specified hereinbefore without the previous consent in writing of the Lessor, and subject to such terms and conditions as the Lessor, may impose and shall not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance, damage, annoyance, or inconvenience to the Lessor, the owners or occupiers of the other premises in the neighbourhood.

(12) That the Lessee shall not, without the previous consent in writing of the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or the buildings standing thereon or both and every such transfer, assignment, relinquishment, mortgage or subletting 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 respects therefor, and in no case consent of the Lessor to assign, relinquish, mortgage, sublet, transfer or part with possession of any portion less than the whole of the demised premises or causing any sub-division thereof 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 the purposes of this clause.

Provided also that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the Government of Uttar Pradesh or of the Industrial Finance Corporation of India or in favour of the U.P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment

Corporation of India or Pradeshya Industrial and Investment Corporation of Uttar Pradesh Ltd., or any Scheduled Bank (including State Bank of India) to secure loan or loans advanced by any of them for setting up on the demised premises the industry hereinbefore mentioned, if the Lessee furnishes to the Lessor an undertaking from the financial institutions as aforesaid that the entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as a mortgage is created or if the Lessee himself pays the entire amount aforesaid from his own resources.

Provided further that if any time the Industrial Finance Corporation of India or other financing body or bodies mentioned above decides to take over, sell, lease or assign the mortgaged assets as aforesaid in exercise of any rights vesting in it by virtue of the deed or deeds executed in its favour by the Lessee at the time of taking the loan or loans or under any law for the time being in force, the sale, lease or assignment shall be subject to the mutual consultation with the Lessor and the financing body or bodies as mentioned above.

(13) (a) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transferor and the transferee shall, within three months of such transfer, give notice of such transfer in writing to the Lessor.

(b) In the event of the death of the Lessee the person on whom the title of the deceased devolves shall, within three months of such devolution, give notice of such devolution to the Lessor.

(c) The transferee or the person on whom the title

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A circular library stamp from the University of Michigan Library. The text "UNIVERSITY OF MICHIGAN" is curved along the top inner edge, and "LIBRARY" is curved along the bottom inner edge. In the center, the year "1954" is printed. The stamp is slightly faded and has a textured appearance.

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devolves as the case may be shall supply to the Lessor certified copies of the documents evidencing the transfer or devolution.

(d) If there shall be any breach of sub-clause (a), (b) or (c) above the Lessor may determine this lease.

(14) Whenever the title of the Lessee in the demised premises is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

(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 in the opinion of the Lessor, necessary for the purpose of forming the foundations 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 descriptions 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 not exercise his option of determining the Lease and shall not hold the Lessor responsible to make good the damage if by fire, tempest, flood or violence of any army or mob or other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(12) The process itself is a

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(18) That the Lessee shall put the demised premises with the building constructed thereon to the use hereinafter mentioned within three months from the date of issue by the Lessor the completion certificate under Clause IV (4) or within such period as may be extended by the Lessor in writing on the written request of the Lessee which in any case shall not exceed six months from the date of issue of the completion certificate mentioned above :

Provided that the extension of time for putting the building to use under this clause shall not be admissible except wherein the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee.

(19) (a) That the Lessee shall keep the Lessor indemnified against any and all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workman or servant shall :

- (i) injure or destroy any part of building or other structure contiguous or adjacent to the demised premises.
- (ii) keep the foundation, tunnels or other pits on the demised premises open or exposed to weather causing any injury to contiguous or adjacent building or
- (iii) dig any pits near the foundation of any building thereby causing any injury or damage to such building.

(b) The damages under sub-clause (a) above shall be assessed by the Lessor whose decision as to the extent of injury or



[illegible]

(27)

damage or the amount payable therefor shall be final and binding on the Lessee.

*(20) (1) That the Lessee being a registered partnership firm declares, affirms and undertakes that during the subsistence of the terms of this Lease the said partnership shall not be dissolved, reconstituted or wound up, and/or dealt with in any way which may jeopardise the rights and interests of the Lessor in matter of this Lease; nor shall its constitution be altered in any manner without the written consent of the Lessor first had and obtained;

OR

The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor;

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 its capital structure without the written consent of the Lessor first had and obtained and the Lessee hereby undertakes to get registered the prescribed particulars of the charge pursuant to Clause IV (12) created with the Registrar of Companies, under Companies Act, 1956, within the stipulated period.

(2) While granting its consent under sub-clause (1) above the Lessor may require the successor-in-interest of the Lessee to enter into a binding contract with the Lessor to abide by and faithfully carry out the terms, conditions, stipulations, provisos and agreements herein contained or such other terms and conditions as the Lessor may, in

*Delete whichever not applicable.

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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. In the event of breach of this condition the Lessor shall be entitled to determine this lease :

Provided that the right to determine this deed for breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India or the Industrial Credit and Investment Corporation of India, or the U.P. Financial Corporation or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh Ltd., or any Scheduled Bank (including State Bank of India) and the said financing body or bodies mentioned above decide to take over possession or sell or lease or assign the mortgage assets in exercise of the rights vesting in it or them by virtue of the deed or deeds executed in its or their favour by the Lessee as provided herein above or under any law for the time being in force

(21) That in employing skilled or unskilled labour for his industry on the demised premises the Lessee shall give preference to one or two able bodied persons from the families whose lands have been acquired for the purpose of the said Industrial Area.

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

(1) If there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through 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, relinquishes, mortgages or assigns 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 buildings within the time as provided in Clause IV(4) hereinbefore or to put the same to use in the time and manner as provided in Clause IV(18) hereinbefore or if the amount due to the Lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause II shall be in arrear and unpaid for a period of 30 days after the same shall have fallen due for payment; or if the Lessee or the persons in whom the lease hereby created shall be vested shall be 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 the moneys paid by the Lessee by virtue of these presents shall stand forfeited to the Lessor without prejudice to rights of the Lessor to recover from the Lessee all moneys that may be payable by the Lessee hereunder with compound interest thereon @ 15% per annum with six monthly rests and the Lessee shall not be entitled to any compensation whatsoever;


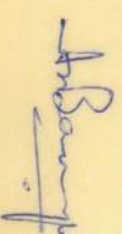
PROVIDED always that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structures, if

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

PROVIDED further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Financial Corporation of India or the U. P. Financial Corporation or the Industrial Development Bank of India or the Life Insurance Corporation of India or Pradeshiya Industrial and Investment Corporation of U. P. Ltd. or any Scheduled Bank (including the State Bank of India) and 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 issued or served by the Lessor on the said financing institution or institutions regarding the said breach or breaches.

(2) That the Chief Executive Officer of the Lessor or any person or persons authorised by him in that behalf in writing shall

have the access to and the implied right and authority to enter upon the demised premises and building erected or to be erected thereon for being satisfied that the covenants and conditions contained herein have been and are being complied with properly and substantially.

(3) Any losses suffered by the Lessor on a fresh grant of the demised premises 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 from the Lessee.

(4) That the Lessor and the Lessee hereby agree that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or on any other account whatsoever shall on the certificate of the Lessor which shall be final, conclusive and binding on the Lessee be recoverable as arrear of land revenue.

(5) That the determination of this deed shall in no way prejudice or affect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workmen to the demised premises which may result from faulty maintenance or carelessness in proper maintenance.

(6) That any relaxation or indulgence granted by the Lessor to the Lessee shall not in any way prejudice the Legal right of the Lessor.

(7) The stamp duty and registration charges on this deed shall be borne by the Lessee.

(8) All notices, 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. 6 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 President's Act (Re-enactment with modifications) Act 1974 (U. P. Act No. 30 of 1974).

(9) 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 officer or officers to exercise all or any of the powers exercisable by him 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.

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

Signed by :

For and on behalf of
the Lessor

1.

Witness :

Address :

2.

Witness :

Address :

Signed by :

For and on behalf of
the Lessee

1.

Witness :

Address :

2.

Witness :

Address :

Development Act 1971 for the purpose of the Development Act 1971 (the "Development Act")

(U. P. Act No 30 of 1971)

(a) All powers exercisable by the Government under this section may also be exercised by any officer or officers to exercise all or any of the powers exercisable by him under this section :

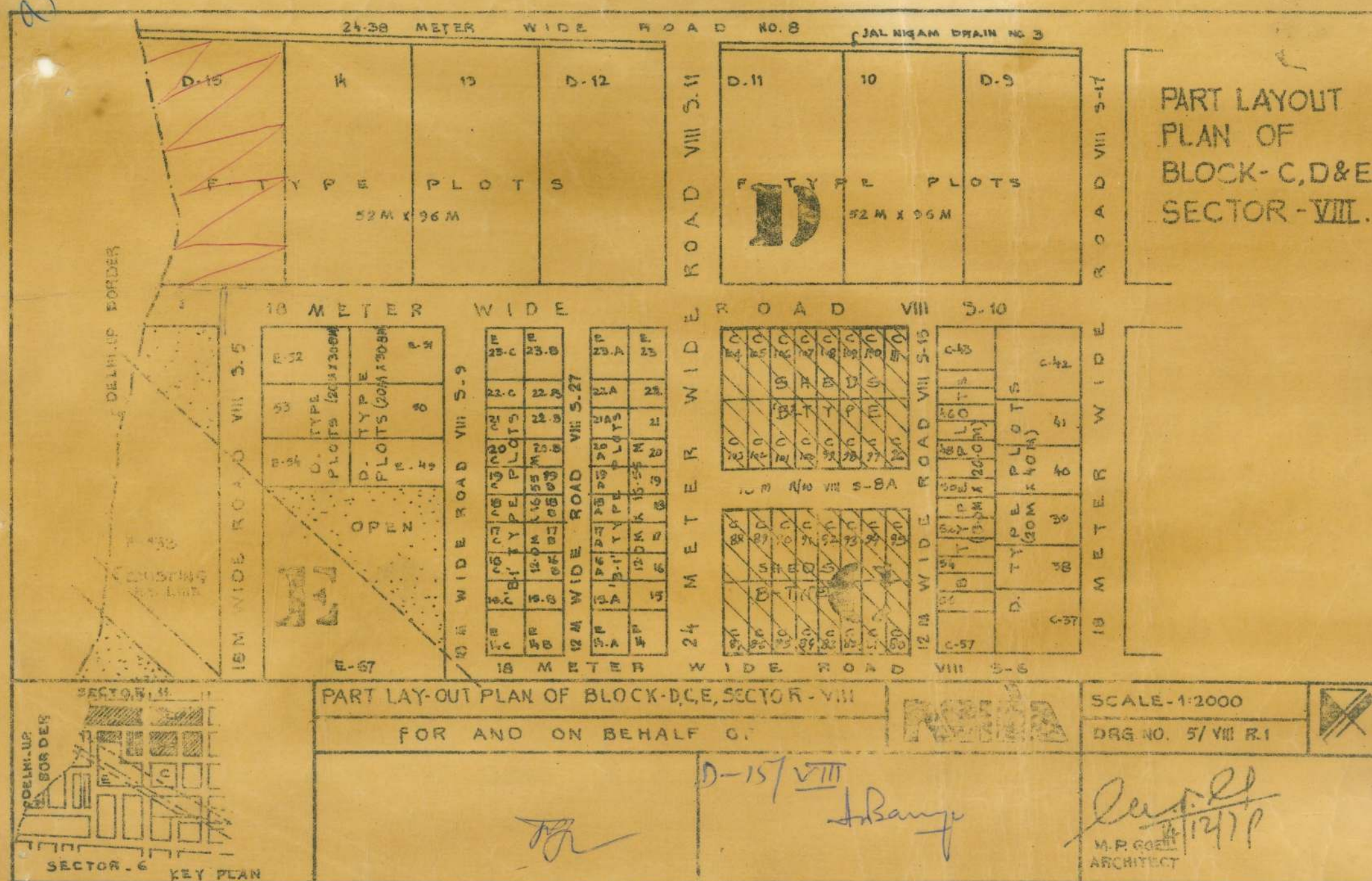
Provided that the expression "Chief Executive Officer" shall include the Chief Executive Officer for the time being or any other officer who is authorized by the Government with sanction given to him by the Chief Executive Officer.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and seal this 16th day of April 1973.

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16/3/83 अधीन अधीन

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Handwritten notes and stamps, including a circular official seal.



SCALE-1:2000

DRG NO. 5/ VIII R.1

M. P. GOELL
ARCHITECT

Presented with letter No. 873 of 1883

Chief



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