

47112

2000R



(1)

Lease

DOCUMENTS FOR
(U.A. GUPTA) FOR AND
ON BEHALF OF Noide.
READING PURPOSE ONLY

For Cell Right Pvt. Ltd

U.A. Gupta
Director

M/S Sell Right - P. Singh, New
265 At 11/82
READING PURPOSE ONLY
singh

26/11/82

3/200
239/

251.00 25.00 206.00 10000

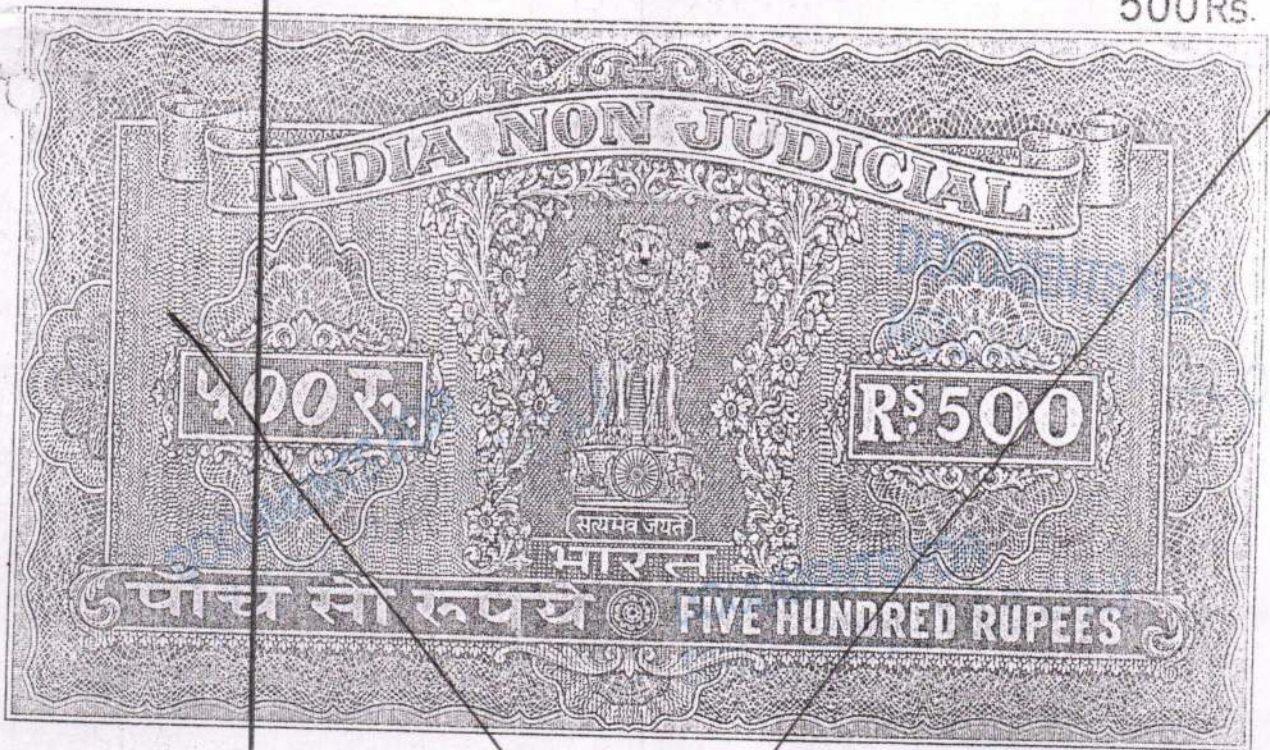
विमलजी
DOCUMENTS FOR
READING PURPOSE ONLY
2-11-81
12-1

Vinay -

विमलजी
DOCUMENTS FOR
READING PURPOSE ONLY
2-11-81

1/11/82
विमलजी

500Rs.



(2)

deed

(U.K. GUPTA) FOR
AND ON BEHALF Of noida.

U.K. Gupta Pvt, Ltd

U.K. Gupta
Director

26 $\frac{11}{82}$
500/-

100 571
READING PURPOSE ONLY

7/26/11/82

~~आज भिलवत सिंह बजिंड
सुखचंद बजिंड बापा
महाराज का हस्ताक्षर मिली है।
गोपबन्धन गल्लरी~~

3-21-82

Umsatz

Sumit Smile

~~Зачека~~

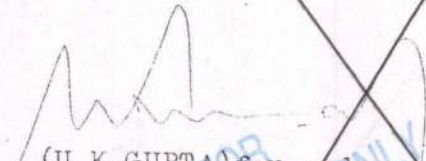
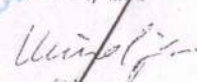
My Pal singh

50 Rs.



(3)

industrial


(U.K.GUPTA) for and
on behalf of noida.
P.O. S. H. S. Pvt. Ltd

Director

DOCUMENTS FOR
READING PURPOSE ONLY

267 26 11
265 57

DOCUMENTS FOR
READING PURPOSE ONLY

26/11/82

नमः
मानव सेवा
दोषः, अध्यात्म

DOCUMENTS FOR
READING PURPOSE ONLY

50 Rs.



(4)

Plot NO:23 Block NO:A Sector NO:III

(U.K. GUPTA) FOR AND ON
BEHALF OF Loida.

DOCUMENTS FOR
READING PURPOSE ONLY

U.K. Gupta
Director

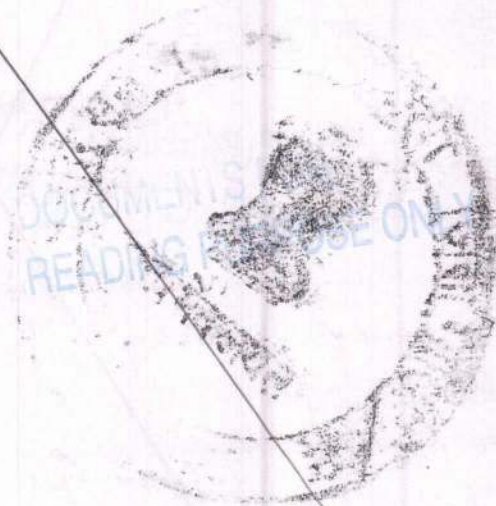
268
265

26 $\frac{11}{82}$
50

DOCUMENTS
READING PURPOSE

सं. ११-१
१२/०५/१९८२
कोयंबटूर, महाराष्ट्र

26/11/82



50 Rs.



(5)

in the layout plan of

(U.K. GUPTA) FOR
AND ON BEHALF OF NOLDA.
READING PURPOSE ONLY

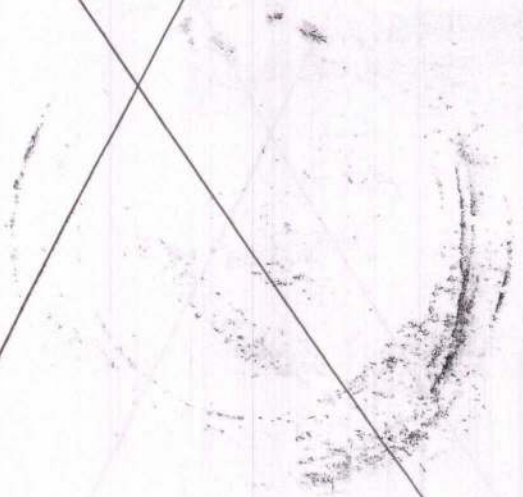
For Self Right Part, 1/2

U.K. Gupta

Director

269 2611
265 52/2

READING ROOM ONLY
76/11/82



40 Rs.



(6)

New Okhla Industrial

(Signature)
(U.K. GUPTA) FOR AND
ON BEHALF OF Noida
READING PURPOSE ONLY

For S.H. Night Pvt. Ltd.

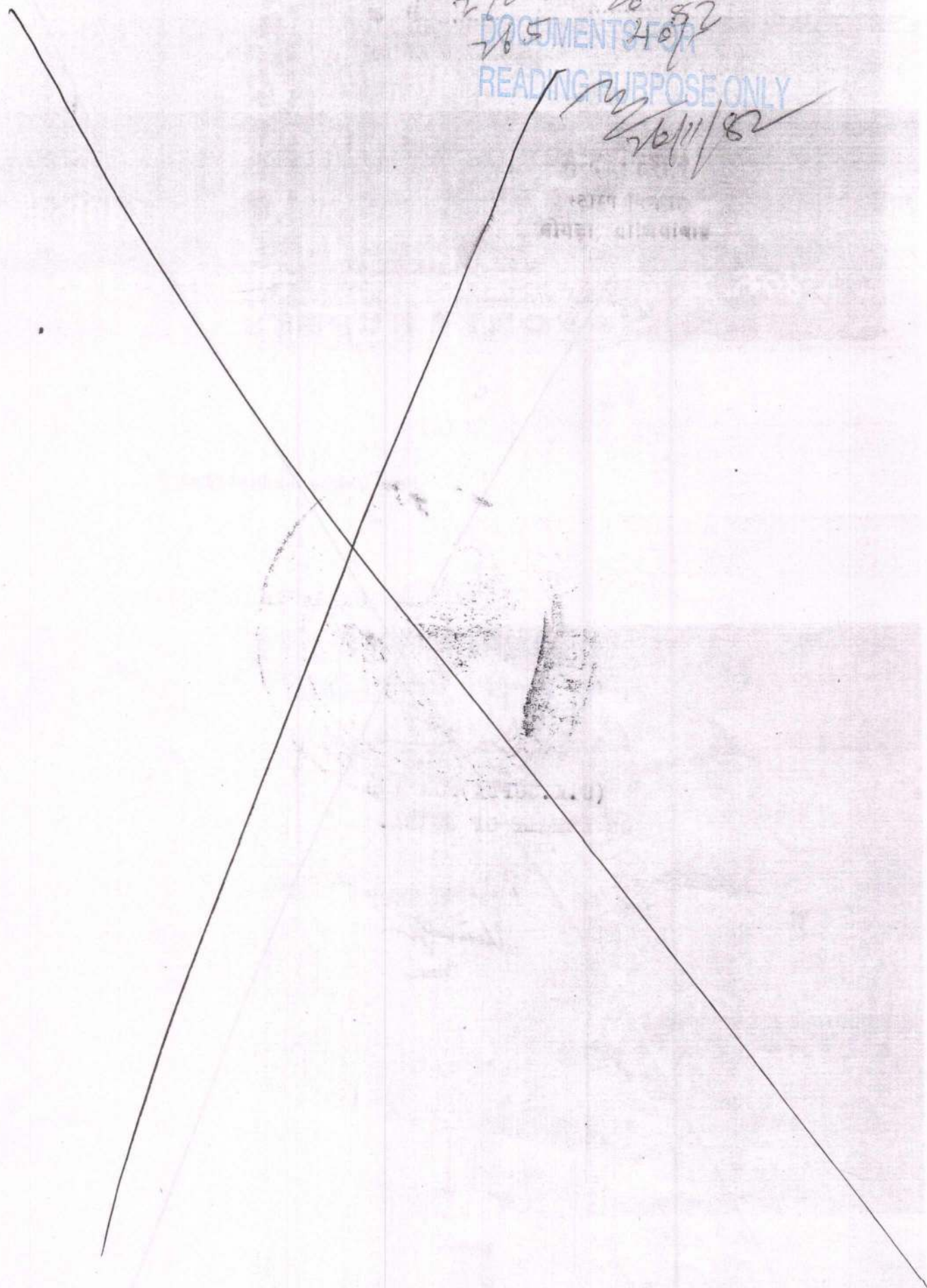
(Signature)
Director

2706 26/11/82
205 407

DOCUMENTS FOR
READING PURPOSE ONLY

26/11/82

राष्ट्रीय विज्ञान
संस्थान, दिल्ली





(7)

Development Area,

DOCUMENTS FOR
(U.K. GUPTA) FOR AND
ON BEHALF OF NOIDA.
READING PURPOSE ONLY

For Sell Right Pvt, Ltd

U.K. Gupta

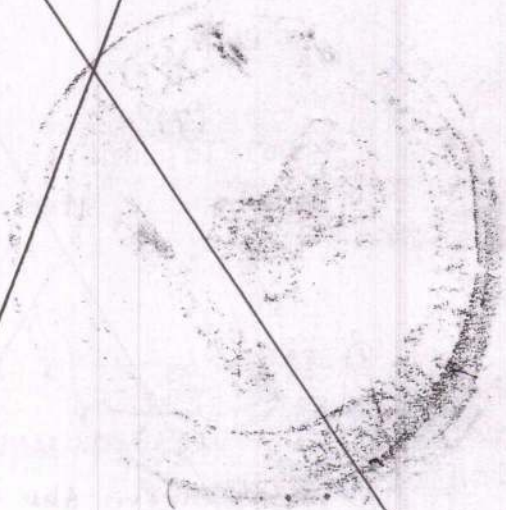
Director

271 126 1/82

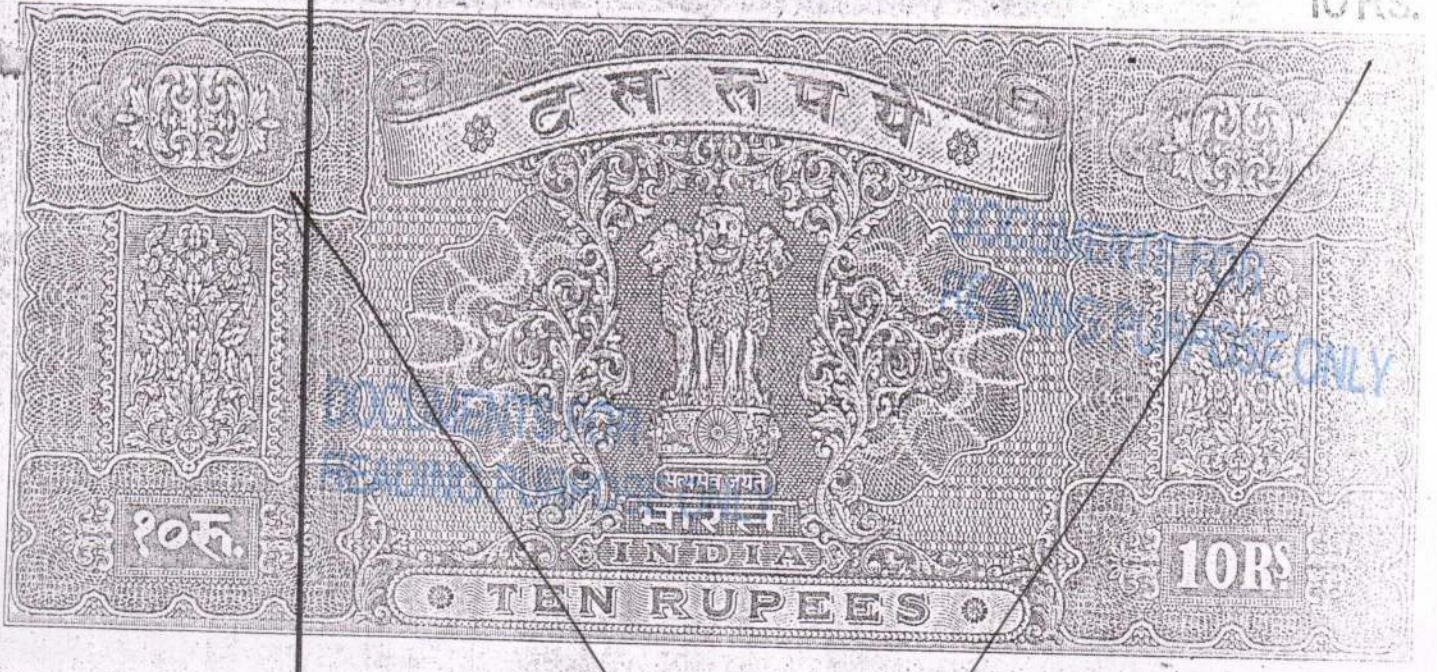
DOCUMENTS FOR

READING PROJECT

12/11/82



10 Rs.



x(10)x

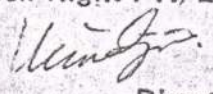
(8)

containing



DOCUMENTS FOR
(U.K. GUPTA) FOR
AND ON BEHALF of noida.
READING PURPOSE ONLY

For Sell Right Pvt. Ltd.



Director

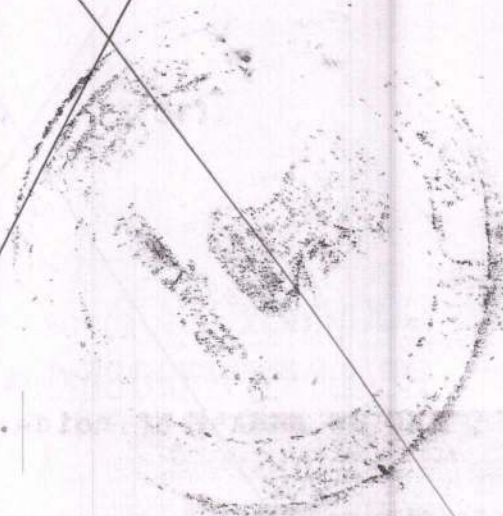
DOCUMENTS FOR
READING PURPOSE ONLY

100

88

106

3/12/82



60 Rs.



(9)

by

DOCUMENTS FOR
(U.K.GUPTA) FOR
AND ON BEHALF OF noida.
READING PURPOSE ONLY

For Sell Right P...

Vineet

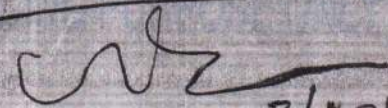
Director

88

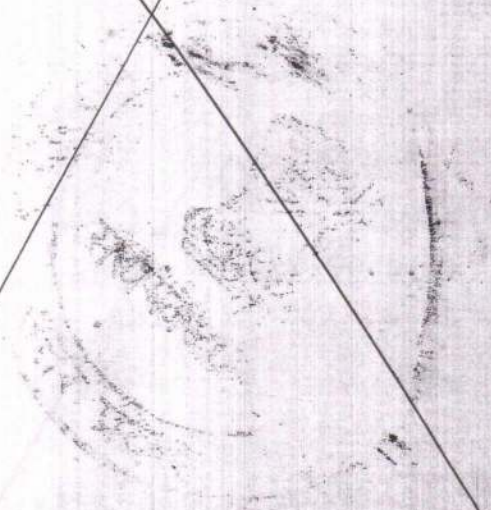
DOCUMENTS FOR READING PURPOSE ONLY

ਮੇਰਾ ਲਾਇਬਰੇਰੀ

ਸ਼੍ਰੀ ਮਾਨੋ - ਗੋਲਾ ਮੀ ਪਤਾ ਬੰਗ



3/12/82



(To be executed before construction
completion of factory building)

~~LEASE DEED~~

5913

Industrial plot No. 23 Block No. A
Sector No. III in the layout plan of NEW OKHLA
INDUSTRIAL DEVELOPMENT AREA
containing by measurement an area of 780.00
sq. metres, situate in the New Okhla Industrial Development Area,
District Ghaziabad.

THIS LEASE DEED made on the 1st day of
December in the year one thousand nine hundred
and Eighty Two BETWEEN New Okhla Industrial
Development Authority, a body corporate constituted under
Section 3 of the U. P. Industrial Area Development Act, 1976
(U. P. Act No. 6 of 1976) (hereinafter called 'the Lessor' which
expression shall, unless the context does not so admit, include its
successors and assigns) of the one part AND

Sri. aged years

S/o.

r/o.

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

Windy

DOCUMENTS FOR
READING PURPOSE ONLY

DOCUMENTS FOR
READING PURPOSE ONLY

OR

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.....

Sri.....

S/o.....

r/o.....

duly constituted attorney under the deed dated.....

DOCUMENTS FOR

READING PURPOSE ONLY

OR

M/S. SELL RIGHT PVT. LTD

a company within the meaning of the Companies Act, 1956 and
having its registered office at.....SI. RANI JANSI ROAD
NEW DELHI-110031

through its Managing Director/Secretary/duly constituted attorney

Sri.....

S/o.....

r/o.....

VIMAL JAIN

Director

DOCUMENTS FOR

READING PURPOSE ONLY

SH. DHARAM CHAND JAIN

2A, RAM NAGAR

DOCUMENTS FOR
READING PURPOSE ONLY

.....
 a Co-operative Society within the meaning of the U.P. Cooperative 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
Raymond Ganuval
 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.

U. Singh

DOCUMENTS FOR
READING PURPOSE ONLY

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.....^{6th}.....day of.....October.....in the year one thousand and nine hundred and.....seventy nine.....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.....23.....in Block No.....A.....Sector No.....III.....situated within the New Okhla Industrial Development Area, District Ghaziabad containing by measurement.....780.....sq. metres, be the same a little more or less, and bounded :

On the North by.....18.00 Mtr. wide Road No III - 5-2.....

On the South by.....Plot No A-5 Sector No. III.....

On the East by.....Plot No A-22 Sector III.....

On the West by.....Plot No A-24 Sector No. III.....

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.....1st.....day of.....December.....1982 (hereinafter called 'the said term') except and always reserving to the Lessor its successors or assigns :

For Sol Right Pvt. Ltd

Vineet
Director

DOCUMENTS FOR
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(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 1st day of December 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 30th day of November 1983 having already been paid.

II. (a) The Lessee shall pay to the Lessor the provisional premium of Rs. 31200/- only (Rs. Thirty one thousand two hundred only) out of which Rs. 9360/- only (Rs. Nine thousand three hundred sixty only) has already been paid, the receipt whereof the Lessor hereby acknowledges, and the balance sum of Rs. 21840/- only (Rs. Twenty one thousand eight hundred forty only) 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. 1365-00 on the 31st day of December 1979
2. Rs. 1365-00 on the 30th day of June 1980
3. Rs. 1365-00 on the 31st day of December 1980
4. Rs. 1365-00 on the 30th day of June 1981

For Lessor

Uday
Director

DOCUMENTS FOR
READING PURPOSE ONLY

5. Rs. 1365-00 on the 31st day of December 1981
6. Rs. 1365-00 on the 30th day of June 1982
7. Rs. 1365-00 on the 31st day of December 1982
8. Rs. 1365-00 on the 30th day of June 1983
9. Rs. 1365-00 on the 31st day of December 1983
10. Rs. 1365-00 on the 30th day of June 1984
11. Rs. 1365-00 on the 31st day of December 1984
12. Rs. 1365-00 on the 30th day of June 1985
13. Rs. 1365-00 on the 31st day of December 1985
14. Rs. 1365-00 on the 30th day of June 1986
15. Rs. 1365-00 on the 31st day of December 1986
16. Rs. 1365-00 on the 30th day of June 1987

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 31st day of Dec 1977 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 [Name] Ltd

Director
Director

DOCUMENTS FOR
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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

For [illegible] Ltd

[Signature]
Director

[Signature]

DOCUMENTS FOR
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whatsoever or use or permit the same to be used for any purpose other than for the manufacture of Readymade Garment

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 [illegible] Ltd

[Signature]
Director

DOCUMENTS FOR
READING PURPOSE ONLY

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.~~ ^{As mentioned in the Licence Agreement} 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 ~~Seven and half~~ ^{Four and half} metres of boundaries on ~~Eastern~~ ^{North} side thereof. ~~Four and half~~ ^{Four and half} metres each on Southern and Western side and ~~Three and half~~ ^{Three and half} metres on Northern 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.

For S. H. Bhatia Pvt. Ltd.

Vijay Singh
Director

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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

For Full Details See Part I

U. M. S.
Director

DOCUMENTS FOR
READING PURPOSE ONLY

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

For C. M. S. Ltd.

Director

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Corporation of India or Pradeshia 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

For D.M. File No. 100/1997

DOCUMENTS FOR
READING PURPOSE ONLY

Director

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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.

For Director
[Signature]
Director

DOCUMENTS FOR
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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.

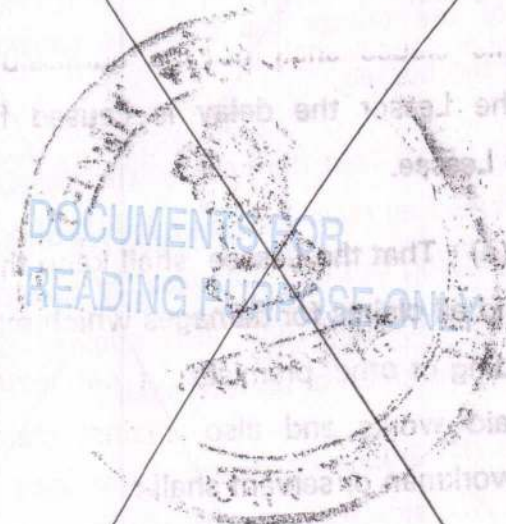
(19) (a) That the Lessee shall keep the Lessor indemnified against any and all claims for damages which may be caused to any adjoining building or other premises in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workman or servant shall :

- (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


Director

(18) That the Lessee shall, within a period of three months from the date of issue of the certificate under Clause IV (4) or within such longer period as the Lessor may direct in writing, cause a survey to be made of the building constructed thereon to the satisfaction of the Lessor.



(19) That the Lessee shall, at the expense of the Lessee, keep the building in good repair and shall be liable for any damage to the building or to the contents thereof caused by fire, theft, or any other cause, and shall be liable to indemnify the Lessor against any and all claims, damages, costs, and expenses which may be made against the Lessee or his workmen or servants in respect of the building or its contents.

- (i) injure or destroy any part of building or other structure contiguous or adjacent to the building or premises.
- (ii) keep the foundation, walls or other parts of the building damaged, premises open or exposed to view, or suffer any injury to contiguous or adjacent buildings.
- (iii) dig any pit near the foundation of a building, thereby causing any injury or damage to the building.

(b) The Lessor may, at any time, cause a survey to be made of the building and its contents, and the cost of such survey shall be borne by the Lessee, whose decision as to the extent of the damage shall be final.

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 Pradeshia 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 mortgaged 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.

V. AND IT IS HEREBY FURTHER 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

For

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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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him of any of the covenants or conditions hereinafter contained and on

a part to be observed and performed by the Lessee.

Notwithstanding to the generality of this article, if the Lessee shall

hereinafter, mortgages or assigns any part of the premises hereby

without the previous consent in writing of the Lessor, the

hereinafter provided subject to the exception hereinafter

mentioned or if the Lessee fails to comply with the conditions

hereinafter provided in Article IV of the Lease, the Lessor shall

be at liberty to take any action which may be necessary to

protect and defend his interest in the premises hereby leased.

It shall be the duty of the Lessee to keep the premises in

good and tenantable condition at all times and to repair and

maintain the same in accordance with the provisions hereinafter

set forth. The Lessee shall be responsible for the payment of

all taxes and assessments levied or assessed against the

premises hereby leased, and for the payment of all interest

and principal due on any mortgage or other indebtedness

incurred by the Lessee in connection with the premises hereby

leased. The Lessee shall also be responsible for the payment

of all costs and expenses incurred by him in the performance

of his obligations under this Lease, and for the payment of

all damages and costs incurred by the Lessor in the

enforcement of this Lease, and for the payment of all

costs and expenses incurred by the Lessor in the

performance of his obligations under this Lease, and for the

payment of all damages and costs incurred by the Lessor in

the enforcement of this Lease, and for the payment of all

costs and expenses incurred by the Lessor in the

performance of his obligations under this Lease, and for the

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

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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

W. S. Singh
Director

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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 WHEREOF the parties hereto have set their hands the day and in the year first above written.

Signed by :

1.

Witness :

Address :

2.

Witness :

Address :

Signed by :

1.

Witness :

Address :

2.

Witness :

Address :

For and on behalf of
the Lessor

For Sell Right Pvt, Ltd

For and on behalf of
the Lessee

For Sell Right Pvt, Ltd

Director

C-21 Sector 8

D/2 Sector No-7

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