

# LEASE-DEED

Industrial Area... Bahachabad

Plot No... D-30

Shed No...

THIS LEASE DEED made on the 28th day of January in the year one thousand nine hundred and ninety seven corresponding to saka Samvat... 1918 between U. P. State Industrial Development Corporation Limited, Kanpur a Company within the meaning of the Companies Act, 1956 and having its registered office at A-1/4, Lakhampur, Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND

Shri... aged... years

s/o...

r/o...

proprietor of the single owner firm of/Karta of Joint Hindu Family firm of...

OR

1. Shri... aged... years

s/o...

r/o...

2. Shri... aged... years

s/o...

r/o...

3. Shri... aged... years

s/o...

r/o...

4. Shri... aged... years

s/o...

r/o...

5. Shri... aged... years

s/o...

For U.P. State Industrial Dev. Corp. Ltd

Regional Manager

For Vision Metal Alloys (P) Ltd.

Director

aged.....years  
 constituting the registered partnership firm of M/s.....  
 aged.....years  
 duly constituted attorney under the deed dated.....

OR

M/s. Vision Metal Aids (Pvt.) Ltd.  
 a company within the meaning of the Companies Act, 1956 and having its registered office  
 at 10, Guru Mandal Ashram, Sevpura, Haridwar.....through  
 its Managing Director/Secretary/duly constituted attorney.....  
 Shri. Ashish Gupta  
 s/o. Sh. S.P. Gupta  
 r/o. C-28, Shivalik Nagar, BHEL, Ramipur, Haridwar

The.....  
 a society registered under the Co-operative Societies Act, 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 parts.

AND WHEREAS the State of Uttar Pradesh has acquired land at Bahadrapur.....  
 under the Land Acquisition Act, of 1894 and has conveyed the same to the U. P. State Industrial  
 Development Corporation Limited, Kanpur for the purpose of setting up an Industrial Area and the  
 said Corporation has subdivided the above land into plots for industrial units for leasing out such  
 sub-divided plots to industrialists for erecting on each plot a factory according to the rules and bye  
 laws under the factories Act 1948 and building plans approved by the Corporation/municipal or  
 other competent authority.

AND WHEREAS the amount of premium mentioned in clause 1 hereinafter is provisional  
 and the Lessee shall pay the additional premium as hereinafter provided in clause (2) (a) and 2 (b).

AND WHEREAS the Lessor has constructed a Shed for being used for factory purposes  
 on the plot hereinafter mentioned consisting of.....

AND WHEREAS at the request of the Lessee, the Lessor has agreed to convey and transfer  
 to the Lessee the said building on the terms and conditions contained in separate deed executed  
 on the.....7th.....day of.....April, 195.....between the same  
 parties as are hereto (hereinafter called the Agreement)

U.P. State Industrial Dev Corp. Ltd.

Regional Manager

For Vision Metal Aids (P) Ltd.

Director

( 3 )

AND WHEREAS it is agreed that if for any reasons the said Agreement is determined and the building is taken over by the Lessor in consequence thereof the Lessor shall be entitled to terminate this Lease also and to re-enter on the said land and the same manner as if it breach of the terms and conditions upon which and subject to which this demise is made.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease, the plot of land hereinafter described on the terms and conditions hereinafter appearing for the purpose of establishing an Industrial Unit for manufacture of Sleepers & Boundary fluxes

NOW THIS DEED WITNESSETH AS FOLLOWS :

1. In consideration of the payment by the Lessee of the provisional part, premium of Rs. 46816-74 (Rupees Forty six thousand eight hundred sixteen & paise seventy four) for land, the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs. 78763-25 (Rupees Seventy eight thousand seven hundred sixty three & paise twenty five) for land to be paid in 07 half yearly instalments alongwith interest @ 10 % per annum on the total outstanding premium of the land from time to time as follows :-

1. Rs. 11215-26 on the 1st day of July 1997
2. Rs. 11258-00 on the 1st day of January 1998
3. Rs. 11258-00 on the 1st day of July 1998
4. Rs. 11258-00 on the 1st day of January 1999
5. Rs. 11258-00 on the 1st day of July 1999
6. Rs. 11258-00 on the 1st day of January 192000
7. Rs. 11258-00 on the 1st day of July 192000
8. Rs.        on the        day of        19
9. Rs.        on the        day of        19
10. Rs.        on the        day of        19

Provided that if the Lessee pays the instalments and the interest on the due dates and there are no over-dues on any account the Lessor will allow him a rebate @ 3 % per annum in the interest.

- NOTE :
- (1) The interest shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payments to be made on 1st day of July 1997
  - (2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation / allotment letter numbering 5607/1996-18

Regional Manager

Director

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

And of the rent hereinafter reserved and of the covenants, provisions and agreements 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 D-30 situated within the Industrial Area at Bahadrapad Village Bahadrapad Pargana / Tehsil Haridwar District Haridwar containing by admeasurement 1794-00 ML or thereabouts or more or less, as described above and bounded :-

On or towards the North by Plot No. E-42 & 43  
 On or towards the South by 24 M. WIDE ROAD No. 3  
 On or towards the East by Plot No. D-31  
 On or towards the west by Plot No. 29

and which said plot of land more clearly delineated and shown in the attached plan and hereinafter marked red TO HOLD the said plot of land as described above (hereinafter referred to as the demised premises) unto the Lessee for the term of ninety years from 1st day of March 1975 except and always reserving to the Lessor and his successors or assigns :

- 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 the area.
- Full rights and title to all mines and minerals in and under the demised premises or any part thereof.
- Yielding and paying therefor unto the Lessor on the 1st day of April in each year in advance the yearly rent at the rate Rs. 250/- per hectare per year during the first thirty years Rs. 370/- per hectare during the next thirty years after expiry of the first thirty years and Rs. 620/- per hectare per year during the next thirty years after the expiry of the first sixty years, the rent upto the 31st day of March 1976 having been paid.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 12 %.

Provided further that the recovery of the principal and interest at the above agreed rates 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 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.

State Industrial Dev. Corp. Ltd.

For Vision Metal Aids (P) Ltd.

Regional Manager

Director

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2(a) (i) In case the lessor is required to deposit/pay at any stage any additional amount which it is required/called upon to bear, pay or deposit in any court or to Collector in any case/tings under the Land Acquisition Act, in the process of determination of compensation and as a security or otherwise, the lessee shall pay such proportionate additional premium/it to the lessor within 30 days of the demand as may be determined in this behalf by the

Provided further that the aforesaid deposit shall be subject to final adjustment of land 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.

(ii) The provisional premium mentioned in clause 1 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 industrial area of which the demised land, after lay out 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 the 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 the provisional premium mentioned in clause 1 above.

2(b) In the 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 provision of facilities which benefit the said Industrial Area as a whole the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.

And that such payments of proportionate additional premium shall be made within 60 days of the demand made by the Lessor.

### 3. AND THE LESSEE DOETH HEREBY COVENANTS WITH THE LESSOR AS UNDER :

(a) That the Lessee will bear, pay and discharge all rates, taxes, charges and assessments, of every description which may during the said term be assessed, charged or imposed upon either the land-lord or tenant or the occupier in respect of the demised premises of the building to be erected thereupon.

(b) That the Lessee shall also pay to the Lessor within thirty days from the date of the demand made by the Lessor such recurring fee in the nature of service and/or maintenance charges of whatever description (including charges for the supply of water, (Lessee's share of the expenses of maintenance of roads, culverts, drains, park etc. and other common facilities and services) as may, from time to time, be determined by the Lessor and in case of default the Lessee shall be liable to pay interest @ ..... 12% p. a. on the amount due.

(c) That whenever Municipal Corporation, or Board, Cantonment Board, Zila Parishad, Town Area or other notified local bodies take over or cover this Industrial Area of UPSIDC, the Lessee will be liable to pay and discharge all rates, taxes, charges, claims and out-going chargeable imposed and assessment of every description which may be assessed, charged or imposed upon them by the local body and will abide by the rules and directives of the local body.

Regional Manager

For Vision Metal Aids (P) Ltd.

Director

(d) That the Lessee will obey and submit to the rules of municipal or other authority existing or hereafter exist so far as the same relate to the immovable property in the area or so as to affect the health, safety, convenience of the other inhabitants of the place and shall not allow any obnoxious, gaseous, liquid or solid effluents from the unit in any case. He shall make his arrangement for the disposal of effluents in accordance with the terms and conditions of the State Pollution Control Board/U. P. Pollution Control Board or any authority competent to make rules regulations and laws in this behalf from time to time. Any breach of such law, rules, regulations and laws shall be liability solely of the Lessee.

(e) That the Lessee will at his own cost erect on the demised premises, in accordance with the layout plan, elevation and design and in a position to be approved in writing and in a substantial and workman like manner, the Industrial unit as aforesaid, with all necessary out-houses, drains and other appurtenances according to the local authority's rules and bye-laws in connection with sewers and will commence such construction of buildings, drains, latrines and connection within the period of 03 months and will completely finish the same fit for use and start the manufacturing and production within the period of 12 months from the date the these present within such extended period of time as may be allowed by the Lessor in writing in its descretion.

That the lessee will pay upto the Lessor the said rent at the times on the date and in manner hereinbefore appointed for payment thereof clear of all deductions.

(f) That the Lessee will keep the demised premises and the buildings thereon at all times in a state of good and substantial repairs and in sanitary condition at his own cost.

(g) That the Lessee will not make or permit to be made any alteration in or additions to the building 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 the municipal or other authority, and in case of any deviation from such terms or plan will immediately upon receipt of notice from Lessor or the municipal or other authority requiring him so to do correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation within the space of one calender month after the receipt of such notice then it shall be lawful for the Lessor or municipal or other authority 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 / municipal or other authority the amount which the Lessor/municipal or other authority as the case may be shall fix in that behalf and the decision of the Lessor/municipal or other authority as the case may be, shall be final and binding on Lessee.

(h) That the Lessee will provide and maintain at his own cost, in good repairs a properly constructed approach road or path to the satisfaction, of the Lessor municipal or other authority, leading from the public road to the building to be erected on the demised premises.

(i) That the Lessee will 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 aforesaid without the previous consent in writing of the Lessor and the municipal or other authority and subject to such terms and conditions as the Lessor municipal or other authority may impose and will 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 or municipal or other authority or the owners or occupiers of the other premises in the neighbourhood.

(j) That the Lessee will 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.

Regional Manager

For Vision Metal Aids (P) Ltd.

Director

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Provided further that the Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby granted within two 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 will or letters of administration decree, order, certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at 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/- to be paid by the Lessee.

(l) That the Lessee will not make any excavation upon any part of the said land nor remove any stone, gravel, clay, earth or any other materials therefrom except so far as may be

For Vision Metal Aids (P) Ltd.

Director

of the Lessor, necessary for the purpose of forming the foundations of the buildings and walls and executing the works authorised and for dressing the area covered by the.

(l) That the Lessee will not erect or permit to be erected at any part of the demised premises any stables, sheds or other structures of any descriptions whatsoever for keeping horses, pigs, poultry or other animals except and in so far as may be allowed by the Lessor in writing.

(n) That the Lessee will not exercise his option of determining the lease nor hold the Lessor responsible to make good the damage if by fire, tempest flood or violence of any army or a other irresistible force, any material part of the demised premises is wholly or partly destroyed or rendered substantially or permanently unfit for building purposes.

(o) That the Lessee will not erect any building constructions or structures except boundary walls on any portion of the demised premises within 20' X 15' X 15' X 10' feet boundaries on front, rear & sides thereof as marked in the attached map as per HDA Building bye laws.

(p) That the Lessee shall put the demised premises with the buildings constructed thereon to the use and start the manufacture and production hereinbefore mentioned within 12 calendar months from the date of possession of the said land is handed over to him and in any case within 12 calendar months from the date of this deed or such extended period of time as may be allowed by the Lessor in writing in its discretion, 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.

(q) That the Lessee shall put the demised premises with the buildings constructed thereon to the use hereinbefore mentioned within three (3) calendar months from the date of possession of the said land is handed over to him and in any case within six (6) calendar months from the date of this deed or such extended period of time as may be allowed by the Lessor in writing in its discretion, provided that the extension of time for putting the premises 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.

(r) 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 by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall :-

- (i) injury or destroy any part by building or other structures contiguous or adjacent to the plot of land; or
- (ii) keep the foundation, tunnels or other pits on the plot of land open or exposed to whether causing any injury to contiguous or adjacent buildings; or
- (iii) dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable therefor shall be final and binding on the Lessee.

(s) That the Lessee being a registered partnership firm declares, affirms, and undertakes that during the subsistence of the terms of this agreement the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardise the

Regional Manager

For Vision Metal Aids (P) Ltd.

Director

interest of the Lessor or the matter of this lease, nor shall its constitution be altered, in any other way without written consent of the Lessor, first had and obtained, and it shall not be dissolved on the death or insolvency of any of its partners;

OR

The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as (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 provisions of its Memorandum & Articles of Association or in 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 hereunder created with Registrar of Joint Stock Companies under Section 126 of Companies Act, 1956 within stipulated period.

While granting its consent as aforesaid 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 & conditions as the Lessor may, in its discretion, impose including the payment by the successor in interest such additional premium and/or enhanced rent, as the Lessor may in its discretion think proper. In the event of breach of this condition the agreement shall be determined at the discretion of the Lessor.

That the Lessee being a Company, shall not change its name without prior information to PSIDC and effect enblock transfer of shares even in phases resulting in change of management unless a prior written permission of the lessor is obtained.

Provided that the right to determine this agreement under this clause will not be exercised if the industry at the premises has been financed by State Government or Industrial Finance 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 Pradesh or Industrial Reconstruction Bank of India or any Scheduled Bank including the State Bank of India, Unit Trust of India or General Insurance Company and its subsidiaries viz. National Insurance Company, New India Assurance Company, Oriental Insurance Company and trustees for adventure holders 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 hereinabove or under any law for the time being in force.

(t) That it is further agreed that the lease shall stand automatically terminated if there is any change in the constitution of Lessee, partnership firm or limited company etc. as on the date of execution of this deed without prior approval in writing of the Lessor.

(u) That in employing labour for his industry, skilled or unskilled, 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/Estate.

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

(a) Notwithstanding anything herein before contained in the Agreement herein before made is determined by the lessor or 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 condition

For Vision Metal Aids (P) Ltd.

Director

Regional Manager

contained and on his part to be observed and performed and in particular without the generality of this sub-clause, if the Lessee transfers, relinquishes, mortgages or part of the demised premises less than the whole of the demised premises without the consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3. If the Lessee fails to put the same to use and to carry the manufacturing the production for any part of the time in the time and manner hereinbefore provided or if the amounts due to the Lessor by reserved or any part of the premium or interest as stipulated in clause (1) shall be in default for a period of 30 days after the same shall have fallen due for payment or if the person in whom the Lease hereby created shall be vested shall be adjudged insolvent or if the Lessee commits the breach of the condition contained in clause 3 (j) of the deed or if this condition is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3 (r) & 3 (t) (without prejudice to any other right of action of the Lessor in respect of this deed), to re-enter, without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine and no amount of premium shall be forfeited and only then prevailing rate of interest @.....% p.a. on the total unpaid premium from time to time be charged with effect from the date of allotment till the date of cancellation without allowing any rebate in interest on the basis of the fact whether the ex-allottee had paid the dues in time or not together with the interest on use and occupation charge upto the date of cancellation, as per rules and 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 his erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium, interest and the lease rent upto date and all taxes 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 expiration or sooner determination of the Lease as he may have himself put up and in case of default on the Lessee's part to do so the buildings and erections standing on the demised premises and all materials thereof shall vest in the Lessor and Lessee shall then have no right to claim for the return of any money paid by him to the Lessor upto that time or to claim any compensation for the materials 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 at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U. P. Financial Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Finance and Investment Corporation of India or Pradeshia Industrial and Investment Corporation of India or Industrial Reconstruction Bank of India or any Scheduled Bank including the State Bank of India, Unit Trust of India or General Insurance Company and its subsidiaries viz. National Insurance Company, New India Assurance Company, Oriental Insurance Company and trustees to debenture issued by 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 body or institutions regarding the said breach or breaches.

(b) Any losses suffered by the Lessor on a fresh grant of the demised premises for breach of the conditions aforesaid on the part of the Lessee or any person claiming through or under him shall be irrecoverable by the Lessor.

(c) All notices, consents and approvals to be given and notifications of any decisions by the Lessor shall be in writing and signed on behalf of the Lessor and shall be considered as duly served if the same shall have been delivered to, left or posted (even though returned unserved on account of refusal by the Lessee or otherwise howsoever) addressed to the Lessee at the usual or usual place of residence or business or office or at the plot of land demised under these presents.

Regional Manager

For Valuation of the Plot

Director

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at the address mentioned in these presents or if the same shall have been affixed to any building erection whether temporary or otherwise upon the said land.

(d) All powers exercisable by the Lessor under this lease may be exercised by the Managing Director of U. P. State Industrial Development Corporation Limited. The Lessor may also authorise any other officer or officers of the Corporation to exercise all or any of the powers exercisable by him under this lease.

Provided that the expression Managing Director shall include the Managing Director for the time being or any other officer who is entrusted by the lessor with function similar to those of the Managing Director.

(e) 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 service and/or maintenance charges or on any other account whatsoever shall be recoverable as areas of land revenue.

(f) That the determination of this deed shall in no way prejudice or effect 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 or which may result from faulty maintenance or carelessness in proper maintenance.

(g) That any relaxation of indulgence granted by the Lessor shall not in any way prejudice the legal rights of the Lessor.

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

5. Notwithstanding any other provisions hereinbefore 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 Lessor 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 the Lessor shall be binding with regard to the extent of the use as aforesaid as to whether the whole of 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 at the discretion of the Lessor.

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

6.(a) That the Lessee is fully aware that the aforesaid premises had earlier been given by the Lessor to Shri/M/s..... through the lease deed dated..... duly registered at..... on..... but the lease has been determined and forfeited by the Lessor vide letter/notice No..... dated..... and as such has ceased absolutely.

(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, then, in that 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 aforesaid at his own cost.

For U.P. State Industrial Dev. Corp. Ltd.

Regional Manager

For Lessee

7. All dues and recoverable in respect of this Lease Deed shall be recoverable as description of Land Revenue under the U. P. Public Money's (Recovery of Dues) Acts, as amended time to time.

8. The lessee of will mention in the postal address of their correspondence letter invariably name of UPSIDC Industrial Area.

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

For and on behalf of  
U. P. State Industrial Development Corporation Ltd.

(1) Witness :

Signed by I

For U.P. State Industrial Development Corporation Ltd.

(2) Witness :

Regional Manager

For and on behalf of the Lessee

For Vision Metal (P) Ltd,

Signed by :

Director

(1) Witness :

(Atul K. Gupta)

(2) Witness :

Deputy - Manager

SIDC/I.A./Lease Deed (During the term of Licence)/ Jan. '96