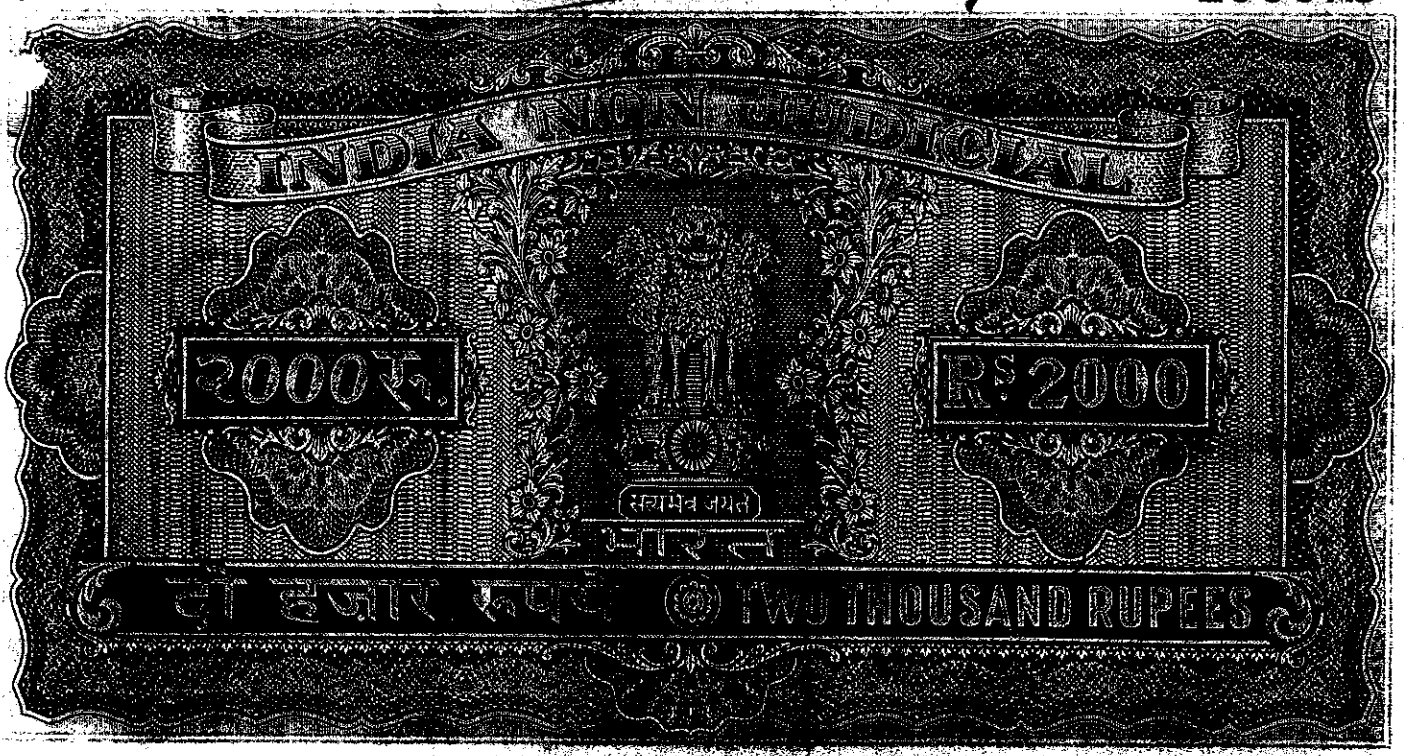


848

2000Rs.



Lease Deed

(JAYA PRAKASH)
For & on behalf of Noide

[Handwritten signature]

क सं. 146..... 1979
शामिल नं..... कियत 2000

मन्द किशोर
स्टाम्प विनिमय
रोयडा, शाहजहाँपुर

29979.00
2207

251.00 25.00 286.00 10000

अजीत सिंह
श्रीरामचन्द्र मिश्र
प-37 फर्ग्युसन रोड
लखनऊ-226001
3584
H. V. S.

अजीत सिंह
9/10/84

Handwritten signature



29979.20
सुनील मिश्र
L. A. B. S. D. Y.

जयप्रकाश कर्मिस्ट

1/10/84

श्री

अजीत सिंह

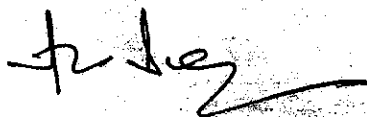


-: 2 :-

Industrial

( Jay Prakash)

on behalf of Haida



23/1/84
नन्द किशोर
स्टाम्प विज्ञेता
बोयडा, राजियाबाद

नन्द किशोर
स्टाम्प विक्रेता
शेयडा, राजियाबाद

पी. डी. बारा
 राम पी. बारा
 १२११ उमरा (बुझी मंडी बारा) ७
 बज्र किडी (बारा)
 राम कि. बारा
 वरीलाना बज्र

71
9/1/82 345784

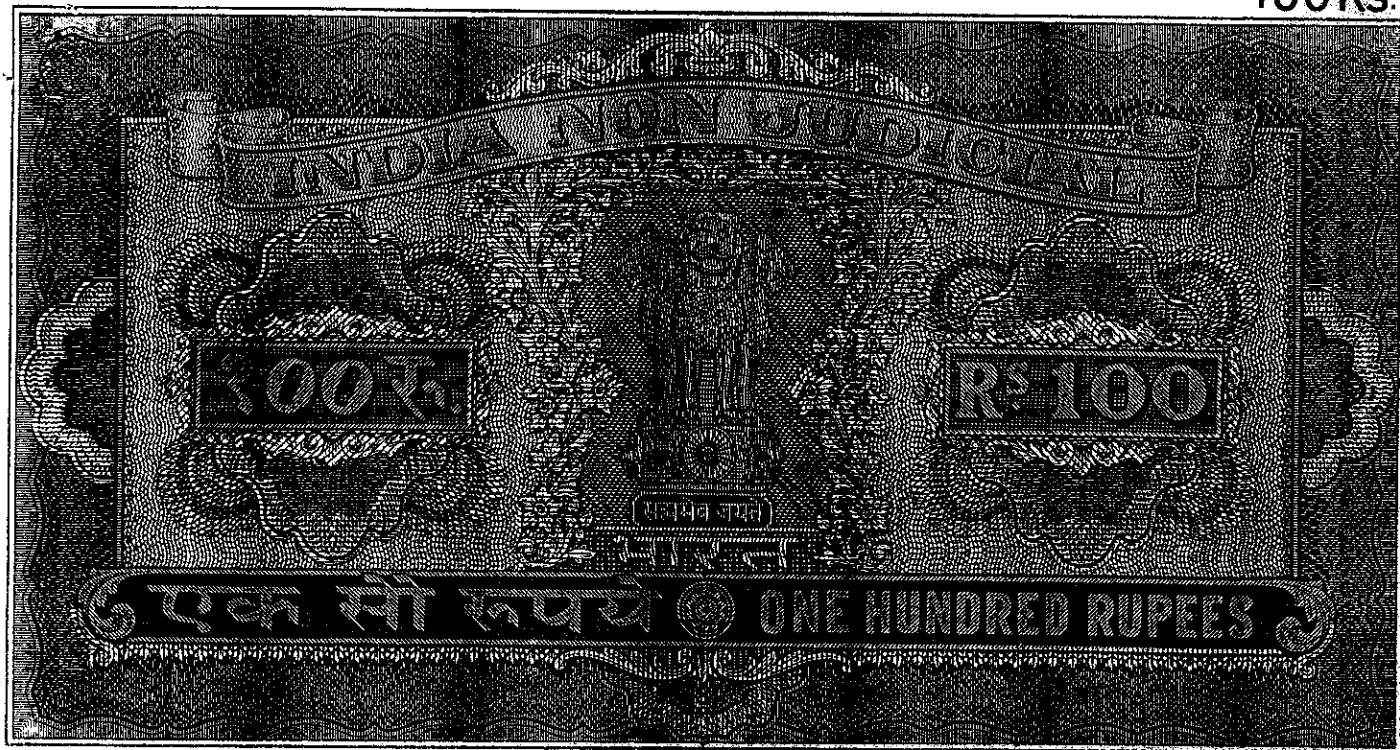
Sunil Sinha

for 1.92

Bois d'Inde

समस्त विद्यार्थी संघात निदेशानुसार कार्य करें।
साखी घन प्रतीक दीजिए।

100Rs.



- 3 :-

Lot No. 104

(JAYA PRAKASH)

For & on behalf of Noida

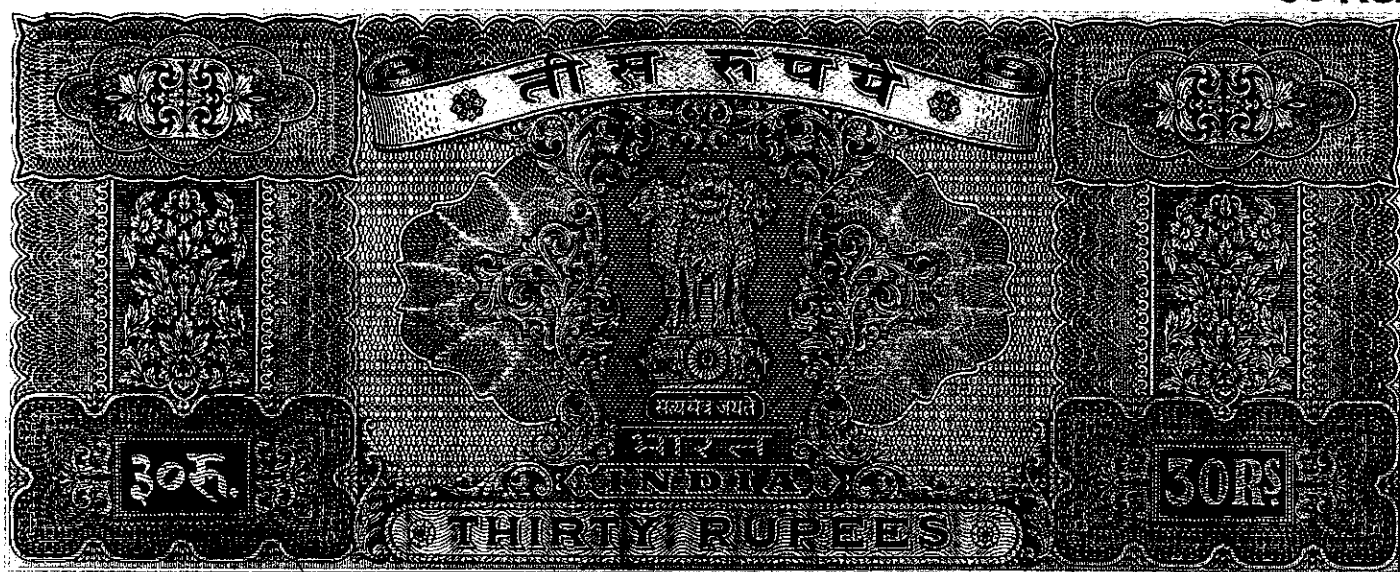
क. स. 12.....
सा. यल न. 146 कि. यल 100/-

13/11/82

मन्. किशोर
स्टाम्प बिन्नेल
दीयडा, गाजिय



30 Rs.



-: 4 :-

Block No. D

A handwritten signature in black ink, appearing to be 'Jaya Prakash'.

(JAYA PRAKASH)

For & on behalf of Neida

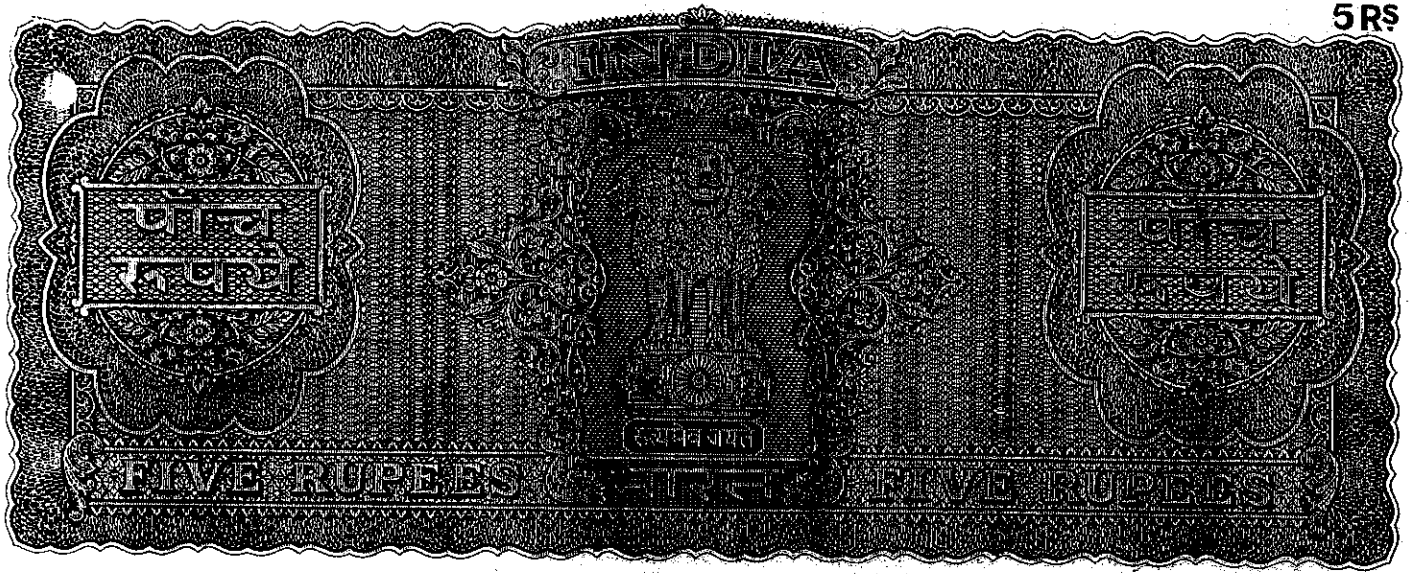
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क सं. 145.....
छायांक सं. 146..... किंमत 30/-

22/3/81
मन्द किशोर
स्टाम्प विक्रेता
बीयडा, पाबियाबाग

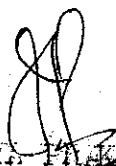


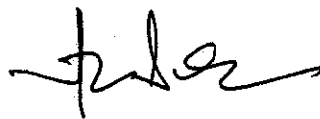
5RS



-: 5 :-

Sector No. II


(JAYA PRAKASH)
For & on behalf of Neida



सामल व...

31/8/4
नन्द किशोर
स्थाय विज्ञान
दीयडा, पाकिस्तान



(~~To be executed before construction~~
~~completion of factory building~~)

~~LEASE DEED~~

6734

Industrial plot No.....104.....Block No.....D.....
Sector No.....II.....in the layout plan of...New Okhla...
..Industrial Development Area.....
containing by measurement an area of...731.20.....
sq. metres, situate in the New Okhla Industrial Development Area,
District Ghaziabad.

THIS LEASE DEED made on the.....27th.....day of
.....April.....in the year one thousand nine hundred
and...Eighty four.....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.....



OR

1. Sri.. Jaswant Singhaged..... 74years
S/o.. Late Sh. Lakha Ram
r/o.. D-11, N.D.S.E. Post II, New Delhi
2. Sri.. Anwar Singhaged..... 42years
S/o.. Sh. Jaswant Singh
r/o.. D-11, N.D.S.E. Post II, New Delhi
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.. Aero Shine
situated at D-104, Sector D, Noidathrough
Sri.. Ajit Singhaged..... 37years,
S/o.. Sh. Rabin Singh
r/o.. D-37, Pamposh Enclave, New Delhi
duly constituted attorney under the deed dated... 8.9.83

OR

.....
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

.....
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.~~

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SP

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.

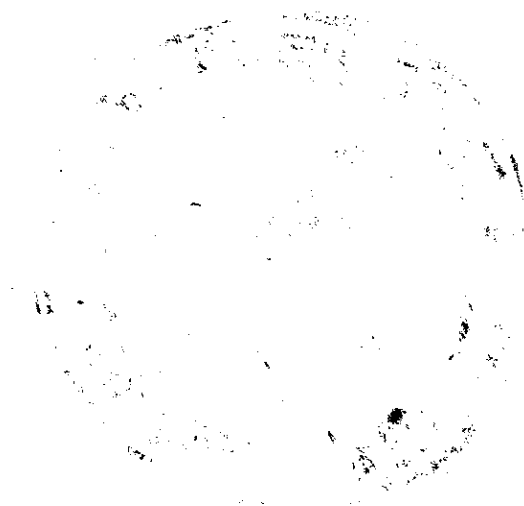
AND WHEREAS the cost of acquisition and development of the said land has not yet been finally determined and therefore the rate of premium to be charged has not yet been decided by the Lessor but the Lessee is keen to take on lease the developed plot hereinafter described and to have possession thereof as such for the purpose of erecting thereon an industrial unit for manufacture of *Leather finishing & leather finished goods*.....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.

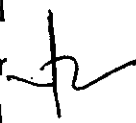
AND WHEREAS in order that the work of setting up of industries in the said industrial area may not suffer for want of determination of cost of acquisition and development as aforesaid, the Lessor has decided to execute lease deeds in favour of those allottees who agree to pay provisional premium and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

h *h*

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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.....^{15th}.....day of ^{March}~~March~~.....in the year one thousand and nine hundred and ^{seventy two}~~Ninety~~.....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.....¹⁰⁴.....in Block No.....^D..... Sector No.....^{II}.....situated within the New Okhla Industrial Development Area, District Ghaziabad containing by measurement.....^{731.20}.....sq. metres, be the same a little more or less, and bounded :

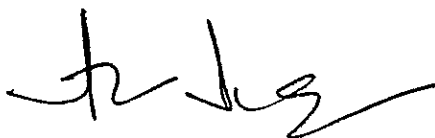

On the North by ^{Plot No. D-48-49-II}.....

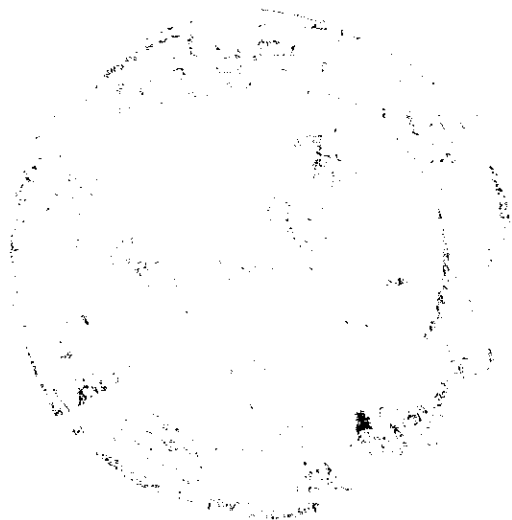
On the South by ^{24.38 M. wide road}.....

On the East by ^{Plot No. II-D-103}.....

On the West by ^{Plot No. II-D-105}.....

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.....^{27th}.....day of ^{April}.....19⁸⁴..... (hereinafter called 'the said term') except and always reserving to the Lessor its successors or assigns :



(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.....^{27th}.....day of.....^{April}.....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.....^{26th}.....day of.....^{April}.....19.....⁸⁴.....having already been paid.

II. (a) The Lessee ^{has already paid} shall pay to the Lessor the provisional premium of Rs. ^{28,975-20}.....only (Rs. ^{Twenty nine thousand nine hundred and ninety five (paise 20)}.....only) out of which Rs.only (Rs.only) has already been paid, the receipt whereof the Lessor hereby acknowledges and the balance sum of Rs.only (Rs.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.on the.....day of.....19.....
2. Rs.on the.....day of.....19.....
3. Rs.on the.....day of.....19.....
4. Rs.on the.....day of.....19.....

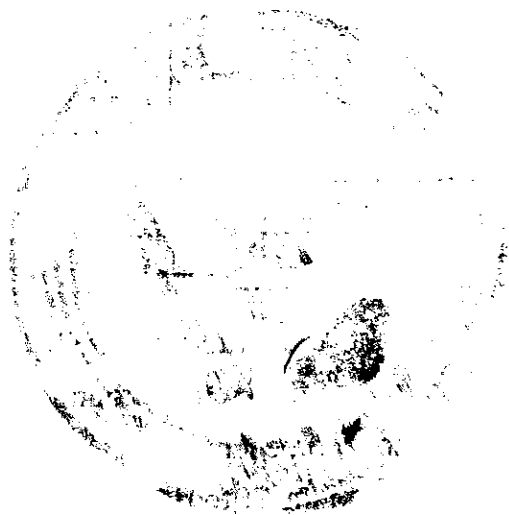
5. Rs.....on the.....day of.....19.....
6. Rs.....on the.....day of.....19.....
7. Rs.....on the.....day of.....19.....
8. Rs.....on the.....day of.....19.....
9. Rs.....on the.....day of.....19.....
10. Rs.....on the.....day of.....19.....
11. Rs.....on the.....day of.....19.....
12. Rs.....on the.....day of.....19.....
13. Rs.....on the.....day of.....19.....
14. Rs.....on the.....day of.....19.....
15. Rs.....on the.....day of.....19.....
16. Rs.....on the.....day of.....19.....

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 ^{24.2.78} and shall be payable half yearly on the 30th day of June and 31st day of December ^{Being payable} each year, the first of such payments ^{to be made} on the ^{30th} day of ^{June}.....1978.....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.

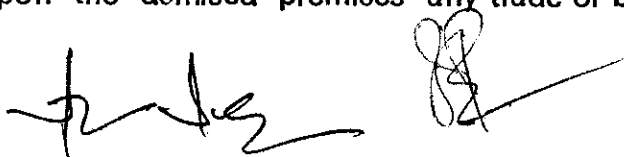
(b) The payments made by the Lessee shall be first adjusted towards the interest due, if any, and thereafter towards the premium, if any, and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the Lessee to the contrary.

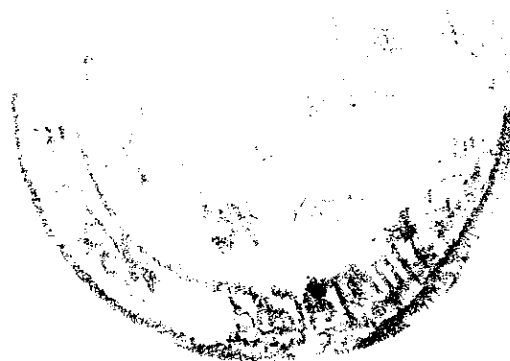


III. (1) The premium mentioned in Clause I is provisional computed on the minimum average land cost component based on the costs of acquisition etc. under the Land Acquisition Act, 1894 of the whole of which the said Industrial Development Area of which the plot hereby demised after layout for roads, 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





whatsoever or use or permit the same to be used for any purpose other than for the manufacture of.....

 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






Handwritten signature
The Lessee shall commence such construction *Handwritten: within the limited period of 3 months*

Within a period of three months from the date hereof or such extended time as may be allowed by the Lessor in writing in accordance with the request of the Lessee which extended time in any case shall not exceed six months in total and shall not fully finish the same fit for use within a period of 9 months from the date of these presents or within such longer time as may be allotted by the Lessor in writing in accordance with the request of the Lessee. On the completion of the work the Lessee shall send registered notice intimating to the Lessor that the construction have been completed fit for use as aforesaid whereupon the Lessor shall cause the same to be inspected and if all the work has been done in accordance with the covenants herein contained the Lessor shall issue a completion certificate. *Handwritten: interest of parties, for use of, house, provided, policy*

(5) That the Lessee shall not erect any building construction or structure except in accordance with the building plan to the same approved by the Lessor and shall comply with all regulations and directions issued 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 Municipal or other authority now existing or hereafter existing so far as the same relate to the immovable property in the said premises or so far as they affect the health, safety and convenience of the other inhabitants of the place. *Handwritten: for use of*

(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 or alteration or to the otherwise.

(8) That in the event of change in constitutions the Lessee shall pay to the Lessor the Transfer Charges etc. as prescribed by the Lessor.

(9) That the Lessee shall timely repair, support and keep in good and substantial condition and repair the factor building.

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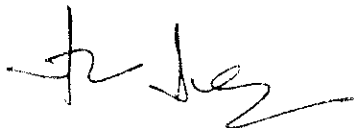


and out buildings both externally and internally and also the boundary and other walls, sewers, drains, gates, fences and fixtures of or connected with the same AND the Lessee hereby permits the Lessor and its agents to enter upon and view the condition thereof and to give notice in writing to the Lessee 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

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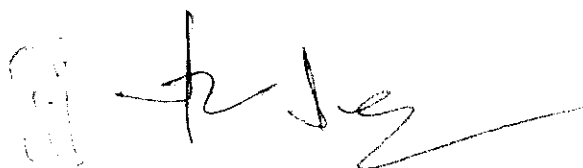


or use the same or permit the same to be used for any religious purpose or any purpose other than for the industrial purpose specified hereinbefore without the previous consent in writing of the Lessor, and subject to such terms and conditions as the Lessor, may impose and shall not do or suffer to be 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

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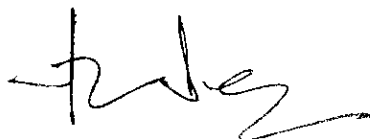
Corporation of India or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh Ltd., or any Scheduled Bank (including State Bank of India) to secure loan or loans advanced by any of them for setting up on the demised premises the industry hereinbefore mentioned, if the Lessee furnishes to 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





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.



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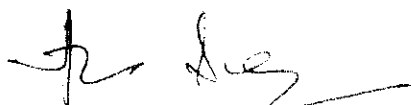
(18) That the Lessee shall put the demised premises with the building constructed thereon to the use hereinafter mentioned within three months from the date of issue by the Lessor the completion certificate under Clause IV (4) or within such period as may be extended by the Lessor in writing on the written 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



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

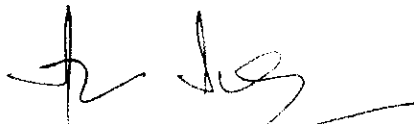
The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as partner(s) with him without the prior written consent of the Lessor ;

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.



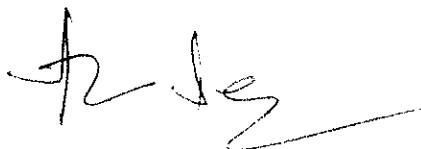
its discretion, impose including the payment by the successor-in-interest of such extra premium and / or enhanced rent as the Lessor may in its discretion think proper. In the event of breach of this condition the Lessor shall be entitled to determine this lease :

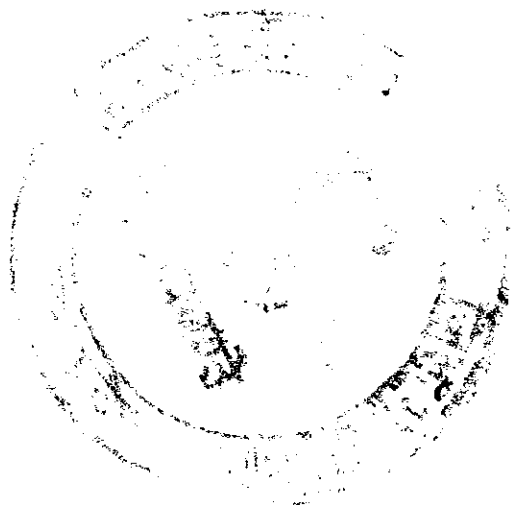
Provided that the right to determine this deed for breach of the condition contained in this clause shall not be exercised if the industry on the demised premises has been financed by the Government of Uttar Pradesh or the Industrial Finance Corporation of India or the Industrial Credit and Investment 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 :

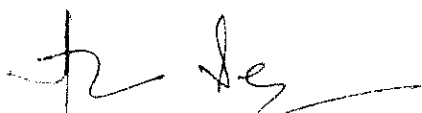
(1) If there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under





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 :

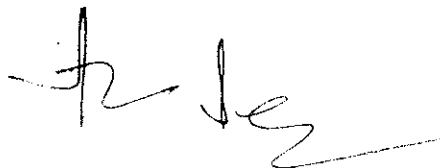
PROVIDED always that the Lessee shall be at liberty to remove and appropriate to himself all building erections and structures, if



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 :

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