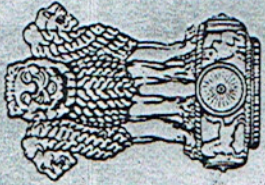


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**INDIA NON JUDICIAL  
Government of Jharkhand**

**e-Stamp**

सत्यमेव जयते

Certificate No.	: IN-JH13632702626812R
Certificate Issued Date	: 07-Jan-2019 10:43 AM
Account Reference	: SHCIL (FI)/jhshcil01/BOKARO/JH-BK
Unique Doc. Reference	: SUBIN-JHJHSHCIL0117892962652261R
Purchased by	: A P CONSTRUCTION
Description of Document	: Article 35 Lease
Property Description	: LEASE
Consideration Price (Rs.)	: 0 (Zero)
First Party	: JIADA BOKARO REGION
Second Party	: A P CONSTRUCTION
Stamp Duty Paid By	: A P CONSTRUCTION
Stamp Duty Amount(Rs.)	: 89,000 (Eighty Nine Thousand only)

*Deep Seal  
20190500*



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85000

*Police*  
 Director  
 A) 68315-20  
 E 2000-202  
 68315-100

M/s A.P. CONSTRUCTION

*(Signature)*

DIRECTOR  
Project Lands and Rehabilitated  
Bokaro

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M/s A.P. CONSTRUCTION  
Proprietor



LEASE DEED

THIS DEED OF LEASE IS made on this the 10 day of January 2019 at Bokaro.

BETWEEN

The Jharkhand Industrial Area Development Authority, Bokaro Region, BIADA Bhawan, Balidih, Bokaro Steel City, Represented by the authorized representative of the Regional Director, JIADA Sri. Satyendra Narayan Upadhyay, Director, Project Land and Rehabilitation, Bokaro Steel City, District - Bokaro, Jharkhand, S/o Late Ram Pravesh Upadhyay, Age about- 57 years, Caste- Brahman, Faith-Hindu, Nationality-Indian, resident Qr.No. 483, Sector-I/C, Bokaro Steel City hereinafter to be referred to as the 'Authority' which terms shall include its successors in office, hereinafter to be referred to as the 'LESSOR' or the 'AUTHORITY' which expression shall, where in the context show admits or implies, includes successor in office and permitted assign of the first part.

AND

Sri. Ashish Kumar Bharti, S/o Sri Sadanand Prasad Baranwal, Aged about 36 years, Aadhaar No. 225740585711, By Caste-Baranwal, By faith-Hindu, Nationality-Indian, Permanent address and at present residing at Dr. Sudha Dev Gali, Bandhdih Uttari, Jainamore, Bokaro, Jharkhand-829301, Proprietor

  
DIRECTOR

Project Leases and Rehabilitation  
Bokaro

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indemnity bond dated 06.09.2018 and the lessee has been handed over physical possession of allotted land on 24.11.2018

4. Whereas, in terms of Authority's Regulations 2015, the lessee has to get the lease deed executed by the lessor and registered within a period of three months from the date of taking possession of the allotted land. Since the lessee has fulfilled the conditions for execution of lease deed, the lessor executes the lease deed.

### LAND SCHEDULE

DETAILS OF LAND TO BE LEASED OUT M/s. A.P. Construction, Plot No. III/E-2/11, Bokaro Industrial Area, Balidih, Bokaro, Jharkhand: -

Village : Gorabali,  
Thana No : 14  
Thana : Jaridih  
P.S. : Balidih  
Dist. : Bokaro.

Corresponding to Industrial Plot No. III/E-2/11, Bokaro Industrial Area,,

Survey Plot No.	Khata No.	Area
3301(P)	4	0.89 Acre
3295(P)	54	0.11 "
Total Area		1.00 Acres

Industrial Plot No. III/E-2/11,

Calculation: =  $\frac{170'-0" + 188'-0"}{2} \times 243'-35"$

$$= \frac{358'-0"}{2} \times 243'-35"$$

$$= 179'-0" \times 243'-35" = 43559.65 \text{ Sqft.}$$

$$= 43560 \text{ Sqft.}$$

Say = 1.00 Acre

### BOUNDARY

As per Survey Plot No./Survey Map As per Industrial Plot No/ Phase Map

North : 3297(P) & 3299(P) Village Boundary

South : 3301(P), 3316(P) & 3317(P) 40' - 0" W/R

East : 3301(P) III/E-2/10

West : 3295(P) III/E-2/12(P)

Possession taken over the plot on: 24.11.2018

Signature  
Date: 24/11/18

Witness

Signature




M/s A. P. CONSTRUCTION  
Proprietor

## PART-II

### TERMS AND CONDITIONS OF LEASE DEED

The lessor and the lessee hereby covenants and agrees as follows:-

1. That the scheduled land has been allotted to the lessee by the lessor for setting of manufacturing industry in the command area of the lessor for manufacturing - "R.C.C. SPUN PIPE" only.
2. That the period of tenure of lease in respect of the scheduled land/ shed shall be for a period of 30 (thirty) years from the date of allotment and annual rent and other charges shall be paid by the lessee to the lessor as decided by the Managing Director/Regional Director of the Authority.
3. That the tenure of lease as above shall be subject to renewal at the option of the parties. In order to get the tenure of lease renewed, the lessee shall make a written request to the lessor three months prior to expiry of lease period. After considering the request of the lessee objectively, the lessor shall renew the tenure of lease for another period of 30 (thirty) years on payment of processing fee of Rs.10,000.00 for land upto 1.0 acres, Rs.25,000.00 for land above 1.0 acres upto 3.0 acres and Rs.50,000.00 for land over 3.0 acres or as decided by the lessor from time to time and on furnishing declaration by the lessee that it/he/she shall utilize the land only for the purpose it has been allotted and that the conditions of allotment order, indemnity bond and this lease deed is acceptable to it/him/her and that the lessee is not in default in payment of dues of the Authority and any statutory dues or dues of any financial institution payable by the lessee.
4. That the lessee shall pay an annual rent of Rs.5,000.00 (Rupees Five thousand only) @ Rs. 5,000.00 (Rupees five thousand only) per acre per annum along with applicable GST and annual maintenance charges of Rs. 7,000.00 (Rupees Seven thousand only) @ Rs. 7,000.00 (Rupees seven thousand only) per acre per annum along with applicable GST on before 31<sup>st</sup> March of each year and other charges as demanded by the lessor. The rent, maintenance charges and other charges shall be revisable from time to time by the lessor and shall be payable by the lessee.
5. That the trees standing on the plot shall continue to be the property of the lessor and will not be cut or removed by the lessee without obtaining prior permission from the lessor. The lessee shall be required to undertake

  
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plantation work within and outside its premises keeping in view the maintenance of ecological balance in the industrial area.

6. That if the lessee fails to make payment of any dues within the time frame fixed by the Authority an additional charge at the prevailing rate accruing upon the footing of yearly compound interest shall be payable by the lessee. No rebel shall be admissible in this regard. The lessor reserves its right to make change in the rate of interest from time to time and the revised rate shall be payable by the lessee.

7. That in the event of nonpayment of the aforesaid outstanding amount, rent, maintenance charges, installments etc on demand by the lessor within the period stipulated in the letter of demand, the lessor shall have right to cancel the allotment order, terminate this lease deed and forfeit the amount paid by the lessee and realize the dues with compound interest @ 15% p.a. by sale of structure standing over the cancelled plot and from other properties of the lessee under the provisions of Bihar & Orissa Public Demand Recovery Act, 1914.

8. That the lessee shall get the boundaries of land allotted to it/him/her demarcated correctly at the time of taking physical possession thereof from the lessor/ representative of the lessor.

9. That the lessee shall go into production or show substantial progress towards the implementation of project within six months from the date of approval of plan and shall start construction work with the margin money showed in the project report as input out of it/his/her own resources. Similarly, in the matter of installation of machineries etc, the lessee shall put machineries and other infrastructure with his share of working capital. Non financing by the financial institution shall not be considered by the lessor as non adherence of schedule of implementation of the project by the lessee and the lessor shall be at liberty to take appropriate action against the lessee for non adherence of schedule of project implementation.

10. That the lessee shall obtain water, drainage and power connection by making application in prescribed form to the respective authorities.

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Environmental clearance, fire clearance as well as ground water clearance, if required to be obtained at any stage during the tenure of allotment, the lessee shall obtain these clearances on its own and the lessor Authority shall in no way be responsible for the delay or rejection of application of the unit for the above.

11. That the lessee shall be responsible for construction and maintenance of any road or drainage or any electrical installation within the allotted plot/shed as per approved plan at his own cost and expenses.
12. That the lessee shall obtain required consent under concerned pollution laws or No Objection Certificate as the case may be before commencement of construction work and consent to operate (as applicable) before commencement of production in the unit from Jharkhand State Pollution Control Board.
13. That the mortgage of lease hold right on land in favor of nationalized and scheduled banks or any other financial institution in any sector for financing the project on the scheduled land, shall be permissible with prior written consent of the Managing Director of the Authority only for the project duly cleared by the PCC on the allotted plot and where time limit for bringing the unit to production exists.
14. That the application for consent made by the lessee to the Managing Director of the Authority for mortgage of the lease hold right in respect of the scheduled property in favor of nationalized or scheduled banks shall be disposed of within 15 days from the date of submission of application.
15. That in case of mortgage, the Authority shall have the first charge on the assets/ property (built space/ shed) towards transfer charges, extension charges, lease rent interest and any other dues, taxes, charges etc payable to the Authority from time to time.
16. That the lessee/ allottee shall submit to the Authority application for grant of consent to mortgage along with consent/ commitment letter from the financial institution to the effect that the financial institution shall make the finance available to the allottee.

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Bokaro



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17. That the financial institutions which take the mortgage of the lease hold scheduled property or any part thereof, in the event of sale of lease hold right in the mortgaged plot/shed shall obtain information from the Authority about its dues, processing fees, land premium, lease rent, interest or any other dues including taxes and charges etc payable to it by the lessee atleast 7 (seven) days prior to the auction sale of the scheduled property. If the financial institution proceeds to sell the property by auction, the intending bidders must be informed in writing through notice or otherwise that the successful bidder shall be given possession of the lease hold right on the scheduled property only after production of No Dues Certificate from the office of the lessor.
18. That the mortgaged lease hold right in the scheduled land auctioned by the bank/ financial institution/ statutory authority may be considered for regularization by the lessor in favour of the successful bidder identified by the bank/ financial institution/ statutory authority for substitution on payment of transfer fee of 15% in case of small and medium scale enterprises or 25% in case of others, of the lease premium of land from the successful bidder at the prevalent rate and other charges prevalent at the time of consideration along with all dues of the lessor .
19. That the lessee shall submit a plan of the factory/ shed or and building plan etc along with necessary documents within six months from the date of taking delivery of possession of the allotted plot/land/shed for approval of the Managing Director of the Authority as 'Controlling Authority' under the Building Bye Laws of Authority and/or Bihar /Jharkhand Restrictions of Uses of Land Act or/and for approval of Chief Inspector of Factories, Jharkhand through Inspector of Factories of the Circle concerned. Failure on the part of the lessee in submitting factory/ shed plan/ building plan for approval shall entail late action fee @ Rs.1.00 per sq ft per month and the lessee binds itself/himself/ herself to pay late action fee at the aforesaid rate to the Authority on demand. The Chief Inspector of Factories, Jharkhand/ Inspector of Factories shall dispose of application for factory/ shed and/or

  
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Project Lands and Rehabilitation  
Bokero



building plan within thirty days of the date of receipt of plan from Managing Director of the Authority. The lessor shall respond to the lessee within ninety days from the date of submission of plan with necessary approval. However, if warranted lessor may ask for any clarification/ modification and submission of revised plan. In case no communication is received from the lessor within 90 days from the date of submission of plan/ revised plan, it shall be construed and deemed to have been approved/ sanctioned by the competent authority and the lessee shall commence construction/ further activity as per plan/ revised plan submitted for approval.

20. That the lessee shall at its/his/own cost construct and maintain access road leading from the State Road to the shed /allotted plot strictly in accordance with the specifications and details prescribed by the lessor or his nominee.

21. That the lessor shall organize periodic inspection of allotted plot/ shed/ land to the lessee to ensure proper utilization of allotted land/ shed/ plot and progress about factory/ shed/ building as per plan towards implementation of the project and the lessee binds itself/ himself/ herself to extend all co-operation to the inspecting personnel and provide realistic information and shall not conceal any aspect of the ongoing activities on the plot, failing which, the lessee shall make itself/ himself/ herself liable for initiation for action for cancellation of plot/shed. Non co-operation of the lessee shall also mean and include avoiding and refusing to receive any valid communication including notice from the Authority by the lessee including its/his/her representative, not allowing entry of the officials of the Authority inside the factory/plot and refusing to sign on the spot report prepared by the inspecting officials.

22. That the lessee shall start construction as per approved factory/ shed/ building plan within 6 (six) months from the approval/ deemed approval of plan, extendable to maximum period of an another spell of 6 (six) months under extra ordinary circumstances to the satisfaction and with prior approval of Managing Director of the Authority. In the event of failure of the above,





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late action charges @ Rs.1.00 per sq ft per month from the last day of extended period shall be payable by the lessee to the Authority on demand and in the event of failure on the part of the lessee in payment of demanded amount, the lessee shall make itself liable for action as warranted under the facts and circumstances of the case.

23. That in the event of making any construction without prior approval of Managing Director of the Authority or any deviation from the approved plan of construction or use of land/ shed for any non industrial purposes or the lessee putting the land to use for purposes other than the purposes for which it was allotted, the Managing Director of the Authority shall have the option to charge the cost and rent of the land/ shed of the entire period of remaining in use of such land/ shed at the prevailing/ current market rate to be determined by the Managing Director of the Authority and shall also cancel the allotment, terminate the lease deed, if executed, and forfeit the land premium and resume land/ shed in question after 30 (thirty) days from the date of order of cancellation and no compensation shall be payable to the lessee either for the unexpired period of lease or for the structure, building, installations and immovable assets in any shape/ form erected thereon.

24. That in the event of the lessee either not utilizing or underutilizing the allotted land/ plot/ shed for the purpose it was allotted, the Managing Director of the Authority shall initiate action for cancellation of under/unutilized portion of land/plot/ shed in accordance with the principles of natural justice. In reply to the show cause, if the lessee gives an undertaking to utilize the under/unutilized portion of land/plot/ shed within a specified time frame, then in that event of violation of such undertaking, the lessee shall be liable for payment of non action charges @ Rs.10.00 (Ten) per sq ft per month from the date of execution of undertaking. Even after imposition of said non action charges, if the lessee fails to abide by the undertaking so given, the allotment of such concerned portion of land/plot/ shed shall be cancelled by observing the principles of natural justice, lease deed, if executed, terminated and land premium forfeited by the Managing Director of the Authority and action shall

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be taken for recovery of non action charges under Bihar & Orissa Public Demand Recovery Act, 1914.

25. That in case of violation of provision 29(ii) of the Authority's Regulations 2015, the lessee shall be punishable with fine which may extend upto Rs.10,000.00 or simple imprisonment for a term which may extend to six months or both and in case of continuance of violation with a further fine which may extend to Rs.100.00 every day after conviction as above.

26. That the lessee shall not make any change either in the name of the lessee or the constitution of the lessee or lease hold right of the lessee or merge/ demerge/amalgamate the lessee without prior permission of the lessor.

27. That at any stage of the leasehold period if any part or parts of the allotted plot/land/shed is required by the State government or the Authority for public purposes, of which the State government or the Authority shall be the sole judge, or if it is found that any portion of the land/ shed is not required by the lessee for the purposes it was allotted, the lessee shall on being asked by the State government or the Authority transfer such part or parts of the shed/land/plot as the State government or the Authority shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State government or the Authority, as the case may be, shall pay back to the lessee a sum proportionate or equal as the case may be, the cost of land/shed/ plot and its development, if any earlier realized from him together with compensation for buildings and other structures erected with approval in writing of the Authority or its nominee on such part or parts of the land/shed/plot at the valuation to be determined by the State government or the Authority on obtaining report from the Civil Engineer authorized by them in this behalf and the decision of the State government or the Authority shall not be questioned before any Authority or in any Court of law.

28. That any allottee shall be at liberty to surrender the allotted plot to the Authority at any point of time by giving prior written application to the Managing Director of the Authority at least three months in advance and the Authority shall accept the surrender subject to the condition that the surrender

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is not in default in paying dues of the Authority and he/she/it produces a no dues certificate from the concerned financial institution, concerned statutory authorities and that he is not in default in payment of statutory due to its employees along with a declaration cum undertaking cum indemnity bond on a non-judicial stamp paper of Rs. 100.00 along with self-attested photograph of all promoting stake holders, Authority shall refund/release partial payment of allotment price for the land (full or partial) surrendered as per following terms:

- 75% of allotment price, in case of surrender within one year from date of allotment of land.
- 65% of allotment price, in case of surrender within two years from date of allotment of land.
- 55% of allotment price, in case of surrender within three years from date of allotment of land.

The aforementioned payment by Authority shall be released only after peaceful surrender of full or partial land (unutilized land) by the allottee/lessee. However, no request for surrender shall be accepted by the Authority beyond three years of allotment of land. In such cases Authority shall cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession by observing the principles of natural justice.

29. That the application for surrender of allotted plot shall be disposed within 60 days from the date of submission of application to the lessor, failing which the surrender application shall be deemed to have been allowed.

30. That the lessee shall not be entitled to sub lease or hand over physical possession of the allotted plot to any other person/ entity/ entrepreneur/ organization without having been authorized by the lessor and the lessor shall treat possession of that person/ entity/ entrepreneur/ organization over the plot/land/shed as unauthorized and take recourse for recovery of possession including invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971. The lessee shall also be liable to pay



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irregularity charges @ Rs.5.00 (Five) per sq ft per month to the Authority besides making itself/ himself/ herself liable for initiation of cancellation proceeding. Recovery of irregularity charges as above as be subject to Bihar & Orissa Public Demand Recovery Act, 1914.

31. That the lessee shall not be allowed to use the allotted land/ shed for any other purposes including residential or any other commercial activities than for which the plot has been allotted. Violation of this provision shall be treated as violation of Regulation of the Authority, conditions of allotment order, conditions of indemnity bond and conditions of this lease deed and shall result in cancellation of plot by the lessor.

32. That the lessee shall not take any action to Merge/demerge/amalgamate or to be acquired by any entity without the prior permission in writing of Managing Director of the Authority. On application of the lessee, the lessor after considering the facts and circumstances of the case and after realizing 15% in case of MSME or 25% in case of others, of the prevailing land premium of the lessor at the time of consideration, may grant such permission for Merger/demerge/amalgamation or acquisition provided that the lessee has not violated the condition of land allotment order/lease deed/bond. In case of violation of condition of land allotment order/lease deed/bond, the full land cost shall be charged at the rate prevailing at the time of consideration.

Irrespective of any condition put by or order passed by any Court or Tribunal, the merger/demerge/amalgamation or acquisition will be allowed subject to the payment of land premium provided in this clause.

33. That the lessee (Proprietorship Firm/Partnership Firm/Private Ltd. Co/Public Ltd Co etc) intending to change its constitution of firm shall file an application for change in Constitution, accompanied by all required documents as mentioned in the Clause No. 26 and 27 of the Regulation 2015 of the Authority duly attested by the Notary Public/Chartered Accountant of the respective entity seeking change along with bank demand draft in favor of lessor towards fees as mentioned in the Regulation referred to above.

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34. That the lessor may consider the request of lessee for whose unit EM-II/PMT/SSI PMT/DOP has been issued either running or sick or closed, for the transfer of leasehold rights of the scheduled property in favor of a new Entrepreneur as identified by the lessee during the currency of lease subject to the following conditions:-
- i. The lessee is not holding any dues to authority and shall submit NOC from financial institutions for which Lessor has accorded permission/no objection for mortgage or the lessee has pledged lease deed with any financial institution.
  - ii. The new entrepreneur to whom the lessee wants to transfer the leasehold right must have a viable/feasible/implementable project, duly approved by PCC to be executed on the available plot of land or may continue the existing project.
  - iii. If at any stage, stake holding/ownership interest of proprietor/ promoter/partners in the firm at the time of plot/land allotment as the case may be, goes down below 51% in the firm, the same shall be treated as transfer of allotted plot for the purposes of this Regulation and processing fee and land premium as mentioned in sub-clause (vi) of this condition as prescribed shall be charged.
  - iv. No change in Shareholding (CIS) charges shall be applicable for transfer of shareholding (up to 100%) from husband to wife, parent to children, grandfather, grandmother, grandchildren and/or vice versa. However, processing fee as mentioned in sub-clause (vii) of this condition as prescribed shall be charged along with application for the same.
  - v. Any change in the Director who is not the shareholder of the concerned industrial unit has to inform the lessor in writing by the lessee within 30 days of such change along with concerned statutory form with acknowledgement in the office of concerned RoC under the Companies Act, 1956/2013, either induction or deletion of Director.
  - vi. The transferee must pay 15% in case of MSME or 25% in case of others of the prevailing land premium in the Authority at the time of seeking



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transfer of lease hold right. The payment at aforesaid rate shall be condition precedent for transfer of lease hold right.

vii. In all cases of transfer, ownership change, a processing fee of Rs. 10,000.00 for plot area up to 1.00 acre and additional Rs. 2,000.00 per acre for land in excess of 1.00 acre shall be charged.

viii. The new entrepreneur or new lessee shall give undertaking/ indemnity bond for making payment of all dues of previous entrepreneur or old lessee, statutory, legal or financial liability of government or financial institutions on a non-judicial stamp paper of Rs. 100.00 affixing self-attested passport size photograph.

35. That if the original lessee, to whom the land was allotted for a particular project makes a new/ company / entity for a new project besides the existing company and transfers the whole or part of the allotted land to such newly formed company, this shall be treated as transfer of lease hold rights and shall be charged full land premium as per relevant clause of this regulation even if the share of the original lessee in this new company/entity does not go down below the 51% of the total share.

36. That if the shareholding of any the blood relations as defined in clause 21(d) of the original allottee from amongst the existing immediate past and immediate future generations becomes less than 50%, 15% in case of MSME or 25% in case of others of land premium at the existing rate shall be payable to the Authority by the shareholders seeking change in the shareholding. Failure of payment of land premium shall entail cancellation of allotment, forfeiture of land premium and termination of lease deed, if executed.

37. That the vacant plot or units, for which EM-II/PMT/SSI PMT/DOP has not been issued, shall not be considered for transfer. The lessee shall have to surrender the allotted plot to Authority under Clause 22 of the Regulation of the Authority shall evict the lessee after following due process under the Regulation of the Authority.

38. That in case the lessee fails to implement the project within a period of two years in case of micro and small enterprises and five years for others or

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within such extended period as the Authority may allow after considering the circumstances, amount deposited by the lessee towards premium of land/shed along with construction, installation, fixtures and equipment thereon shall be liable to be forfeited by the lessor. In case necessary effective steps are not taken within the fixed/extended period for establishing the unit, the Managing director of the Authority shall under such circumstances, cancel the allotment order of such plot/shed, forfeit the amount deposited in this connection, terminate the lease deed and resort for taking physical possession of the plot/ shed so that the same could be allotted to the entrepreneurs who are serious, competent and solvent to implement the project.

39. That the lessee after coming to production shall get its unit permanently registered (EMII) with the lessor or its nominee within the prescribed period and shall possess and make optimum utilization of land by observing all terms, covenants and conditions contained therein.

40. That the lessee shall keep the allotted land for plantation for maintenance of ecological balance in the industrial area and shall utilize that portion accordingly as per approved building/ shed plan.

41. That the lessee may, subject to valid and legal ground for closure and cessation of work as legally permitted under the provisions of Industrial Disputes Act, 1947 in general and any other law applicable to the unit in particular and other labour legislation on the subject, continuously keep and maintain the factory established on the scheduled premises in running condition and submit all statutory returns required under various laws in the prescribed Performa failing which the lessor shall presume that the factory established on the lease hold land has not been continuously running and this circumstance may be treated as independent and an additional ground for cancellation of allotment order, forfeiture of lease premium and termination of lease and then following actions by the lessor.

42. That the lessee shall be compliant of the provisions of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 27 of 1992) as adopted by the Government of Jharkhand vide Notification

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No.339 dated 02.03.2001 issued by the Department of Science Technology, Information Technology and Industry as Jharkhand Industrial Area Development Authority Act, 2001 and Rules made under the said Acts, Regulations 2015 of the Authority, conditions of land/ shed allotment order, conditions of indemnity bond executed by the lessee, conditions of lease deed and violation of conditions of any of the aforesaid shall entitle the lessor to cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession of the leased property by observing the principles of natural justice and pass orders to this effect.

43. That the lessee shall be compliant of all statutory provisions applicable to its unit and shall submit statutory returns and furnish information if required by the Authority responsible for implementation of the respective laws.

44. That non adherence to the schedule in the matter of setting up the industry/ services/ activities for which the scheduled land/ shed has been allotted, not setting up industry for which the scheduled premises has been allotted, unauthorized surrender in favour of another entity or person, unauthorized change in the constitution of lessee, unauthorized change of project, unauthorized mortgage to any financial institution or otherwise, making false declaration, giving false undertaking and/or any other circumstances, which the Managing Director of the Authority considers against the interest of the objectives of the Act, rules and regulations made there under, nonpayment of any dues of the Authority including late action charges, non action charges or any penalty under the Authority's Regulations shall constitute public demand recoverable under Bihar & Orissa Public Demand Recovery Act, 1914 and shall be considered as violation of the terms of allotment order, Jharkhand Industrial Policy, Indemnity Bond, Regulation of the Authority, terms and conditions of the lease deed warranting initiation of action for cancellation proceeding by the lessor or shall have right to resume and enter upon the scheduled premises without payment of any compensation to the lessee and also to forfeit the money paid in land head

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Project: Lands and Rehabilitation



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and other sums paid by the lessee and re enter on the lease hold property and on such re entry the interest of the lessee in the lease hold property shall cease and the lease deed shall stand terminated.

45. That if any dispute or difference arises concerning the meaning and interpretation of any of the Clauses of the provisions contained in this lease deed, the same shall be referred to the lessor and the decision of the lessor relating to such dispute or difference shall be final, conclusive and binding on the parties hereto. That any violation of the conditions of land allotment order, lease deed, Indemnity Bond, or the provisions of Industrial Policy as applicable on the relevant date and/or the provisions of Bihar Industrial Area Development Authority Act, 1974 (Bihar Act 16 of 1974 and Bihar Act 27 of 1992) as adopted by the Government of Jharkhand vide Notification No. 339 dated 02.03.2001 issued by the Secretary Department of Science Technology, Information Technology and Industries as Jharkhand Industrial Area Development Authority Act, 2001 shall entitle the Managing Director to cancel the allotment order, terminate the lease deed and forfeit the lease premium and take possession by observing the principles of natural justice and pass orders to the effect.

46. That the Managing Director of the Authority shall, before cancelling the allotment allows one month time to the allottee to put up his/her/its case. The lessee on being dissatisfied with the order of the Authority may file an appeal to the Department of Industries, Government of Jharkhand within one month and the State Government shall, after due consideration dispose it of within two months from the date of receipt of the appeal. The authority shall, after cancellation of allotment of the plot/shed take possession of the said land/shed.

47. That if the lessee continues to be in possession of the cancelled plot and carry out any activity either alone or with cooperation of somebody else, possession by such lessee shall be treated unauthorized for which he/it shall be liable for penalty @ Rs. 15.00 per sqft. per month until he/it hands over vacant possession of the allotted plot to the Authority or the Authority



recovers possession by invoking the provisions of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

48. That the lessee paying the rent and other charges and observing the several covenant and conditions contained in these presents shall hold and enjoy the land up to the terms of the lease without interruption by the lessor or by any person lawfully claiming under him.

49. That the lessor and lessee shall have their right subject to the liabilities of a lessor and lessee respectively in accordance with section 108 of the Transfer of Property Act., 1882 except Clause (1) and (P) thereof and it is declared that the lessor shall have the fullest liberty to postpone for anytime, and from time to time, any action open to him under any or the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and covenants contained in those presents. The cost and expenses incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

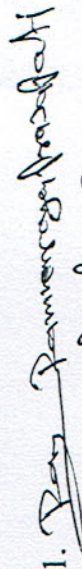
M/s A. P. CONSTRUCTION

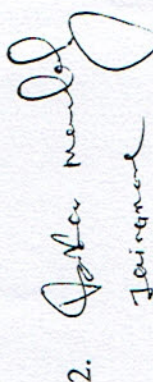


Proprietor

For and on behalf of  
M/s. A.P. Construction

WITNESSES:

1.   
At: 10 - Baray - Savarnad Batsara

2.   
Jeyaram

10/11/19






IN WITNESS WHEREOF THE HAND OF Sri Satyendra Narayan Upadhyay, Director, Project Land and Rehabilitation, Bokaro, Authorized Representative of the Regional Director, Bokaro Region for and on behalf of the Jharkhand Industrial Area Development Authority, Bokaro Region has been a fixed on the date and year first above written.

  
10.1.19

Director  
D.P.L.R., Bokaro

DIRECTOR  
Project Land's and Rehabilitation  
  
Bokaro

WITNESSES:

- Amal*  
1. *Gajendra Pasad Gondhi*  
*TPTA JIADA Bokaro Region.*  
*Bokaro*
2. SURENDRA KUMAR DAS  
JIADA BOKARO REGION.