

692

Lease No. 15486055

585 5000RS.



प्रमाण अतिरिक्त... 1908 के अर्धी

श्री संतलपारगना/कान्हापारगना जिलेकी एरर को

काल... 21... के अर्धी श्री कान्हा है और

श्री संतलपारगना एरर 11:30 की गतगुण A(1) के

अर्धी... 25... के अर्धी श्री कान्हा है और

(या संतलपारगना के अर्धी श्री कान्हा है और)

*20/19*

**LEASE-DEED**

made this day of the 1.6th... day July 2019... BETWEEN the Regional Deputy Director, JHARKHAND INDUSTRIAL AREA DEVELOPMENT AUTHORITY, SANTHAL PARGANA REGION, DEOGHAR (JADA) Earlier known as Santhal Pargana Industrial Area Development Authority (SPIADA) (hereinafter called the "Lessor" which expression shall where the context so admits or implies include his successors in office and permitted assigns) of THE ONE PART

AND

M/S G I T M Agro , a Proprietorship firm represented by its Proprietor Sri Umesh Kumar Pandey S/o- Sri Lakshmi Kant Pandey residing at- Patel Nagar Sihodih Near Mahavir Mandir, Po- Sirsia, Giridih, Jharkhand- 815301 & unit is situated at Industrial Area Jasidih, Phase-1, Mouza Gangti, Industrial Plot No. A-28,

*Recd Paid 18930/- 2000/-*

*585 41000/-*

*Munji Ku Singh 16/7/19*

*Umesh Kr. Pandey 16/7/19*

Regional Deputy Director

*[Signature]*

*Self attested :- Umesh Kr. Pandey*

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calculated on adhoc basis and including proportionate development cost of the area on or before the execution of these present and of the rent hereby reserved and of the covenant and agreement on the part of the Lessee and fully mentioned in Part-II of the schedule which too, is an integral part of this deed, the Lessor both hereby demise unto the lessee all the schedule of this Deed.

**SCHEDULE**

**Part - I**

Details of the land to be leased out hereinafter referred as:-

**M/s G I T M Agro**

Industrial Area	Industrial Plot No.	Survey Plot No.	Khata No.	Area
1	2	3	4	5
Jasidih Phase-I	A - 28	148	32	5000 Sq.

Mouza	Thana	Thana No.	District
6	7	8	9
Gangt	Jasidih	209	Deoghar

*Omesh Kr. Pandey*

*Manoj Kumar Singh*

Regional Deputy Director  
BANDA

*self attested :-  
Omesh Kr. Pandey*



measuring Area 5000 Sq. (hereinafter called the 'Lessee' which expression shall where the context so admits or implies include his successors, legal representative and permitted assigns) of THE OTHER PART.

WHEREAS THE LESSEE has applied to this authority for lease of acquired piece of land described and specified in part-I of the schedule appended hereto belonging with all rights easements, privileges and appurtenances thereto belonging to the LESSOR except and reserving to the lessor all mines, minerals in and under the said land or any part thereof for establishing a manufacturing unit.

**NOW THIS INDENTURE WITNESSETH**

In consideration of the payment to lessor by the lessee (New Allottee) has paid the entire consideration (Land Price) amount of Rs. 1,27,812.00 vide cheque No- 263462 dt- 1.7.2017 of SBI, Pune

*Umash Kr. Pawley*

*Manoj Kr. Singh*

Regional Deputy Director  
Regional office, JIADA

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Umash Kr. Pawley*

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Manoj Kumar Singh

**BOUNDARY**

According to JIADA Plotting Industrial Map

- North : Village Boundary  
South : 60' Wide Industrial Road  
East : Industrial Plot - A - 27  
West : Industrial Plot - NS- 12

Possession taken over the plot on: - Vide Letter no. 55 Dt-  
10.2.2018

Part-II

**TERMS AND CONDITIONS OF THE LEASE:**

1. That the lease of land detailed in Part-I of the schedule is given for Thirty Years 05.8.2017 to 04.8.2047) to the Lessee by the Lessor subject to renewal at the option of either part of for such period as may be mutually agreed upon.

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Regional office, JIADA

Umesh Kumar Pandey

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2. The renewal of the lease shall be considered by the Managing Director/Authority on written request of the lessee three months prior to the expiry date of the lease period and renewal will be automatic for units on payment of Rs. 10000.00 up to 1.00 Acre, Rs. 25000.00 over 1.00 Acre upto 3.00 Acres, Rs. 50000.00 for more than 3.00 Acres or as decided by the Authority time to time.

3. That the lessee would pay to the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar the proportionate cost of development of land so leased which would include the cost of construction of roads for communication purpose, laying of sewerage and water pipes, construction of electric lines etc. and such other expenditure as may be described to be part of the development cost by the Jharkhand Industrial Area

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Development Authority, Santhal Pargana Region, Deoghar.

The decision of Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar as to what would constitute the development cost would be final. Such cost would be subject to revision by the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar periodically and the revised cost would be applicable to lessee applying for land after such revision.

4. That in case the actual cost of the development if any can not be finally determined for reason at the time the lessee is put in possession of the land, the lessee shall pay, the tentative cost of development as may be fixed by Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar and shall also be liable to pay

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on demand the balance of the cost of development along with such other costs of the land as and when shall be determined by Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar on the basis of actual cost of development along with such other dues, if any that may be found to be payable by the lessee in terms of lease.

*Manoj Kumar Singh*

4(a) That the Lessee will also be liable to pay the cost towards the maintenance of the infrastructures facilities in the Industrial Area from time to time as determined by Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar.

4(b) In case of any change in the ownership or possession of the lease hold or any part thereof either by auction

*[Handwritten signature]*

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purchase or transfer by the lessee after the written permission of the lessor in terms of the conditions of this deed such person to stepping into this lease shall execute a fresh lease deed on the same terms of the conditions as of this lease and such person shall not be entitled to use this lease hold or any part thereof for any other purpose or any other industry than the one for which this lease has been granted. In case however such person intends to use this lease hold or any part thereof so transferred to him for any other industrial purpose than the one for which this lease has been granted such lease with such person shall be subject to approval by the lessor for such other industrial purpose and on such approval shall be a new rates prevailing at that time for the land etc. in question.

Mangj K Singh

self attested :-

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Umesh Kr Pandey

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Santhal Pergana Region





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5. That the lessee shall pay, annually to the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar or their nominee as rent, the sum of Rs. 574/- (Rupees Five Hundred Seventy Four only) excluding 18% GST, calculated @ Rs. 5000/- (Five Thousand) per Acre in one installment on or before 31<sup>st</sup> March every year. The said ground rent may be revised after every Ten years in accordance with provision of the law and rules framed by Government of Jharkhand or Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar as the case may be in force for the time being and in absence of any such law or rules, as may be fixed by the lessor.
- 5(a) In addition there so, if any outstanding dues come to light at any later date due to arrears of accounts or otherwise

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Deoghar

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the lessee shall pay the same as well to the lessor with such interest and within such time as the lessor may decide.

5(b) The financial institution which takes mortgage must take prior permission of the Authority. Only then after the financial institution and lessee can proceed further for loan and mortgage activity.

The financial institution which takes the mortgage of the lease hold or any part thereof in the event of sale thereof shall obtain prior information about the dues other than the land cost thereon of the lessee to the lessor and indicate in the notice for sale that the Purchaser will be given possession of the lease hold by such institution only after of the lessor in the office or the lessor and produces a clearance certificate issued by the lessor in the office of such institution.

Clause 5(c) That the lessee shall also pay annually to lessor or its nominee/successor or assign as the case may be as maintenance charge the sum of Rs. 803 (Rupees Eight Hundred Three only), excluding 18% GST, calculated at the adhoc rate of Rs 7000.00 (Seven Thousand) only per acre in one installment on or before 31<sup>st</sup> March every year. In case of failure or default on the part of the lessee so to pay the said amount in said manner the lessee shall have to pay interest and penal interest @ 15% or the current rate of interest payable to the bank which ever is higher.

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Such charges is liable to revised if and when the Government instruction in this regard is obtained or on the basis of actual cost of maintenance the charges thus raised would be binding on the lessee.

6. If and whenever any part of the rent and/or development cost hereby reserved shall be in arrears the same may be recovered from the lessee as an arrear of Land revenue under the provision of the Bihar/Jharkhand Public Demands Recovery Act or such other act as may be in force for recovery of public demands.

*Manoj K. Singh*

7. The lessor and lessee hereby covenant and agrees as follows:-

(i) That the lessee will not assign, mortgage, under let or part with the possession over the land or any right or interest therein or in respect there to without the previous consent of and also without due approval of any such deed by the lessor or his nominee, provided in case of registered small scale Industries no separate permission will be required to be obtained by the lessee mortgaging it with any financial institution for raising loans for the purpose of the industry for which the land was allotted, and in that case dues of the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar shall also be **first charge** on the properties mortgage PARI PASSU with the charge of the financing institution. Further the properties offered as



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security against the loan of the Financial Institution should be adequate to cover the full dues of the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar as well as the loans given by the Financing Institution. In that case also Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar will retain PARI PASSU interest with the Institution.

(ii) No change in the lease, proprietorship or partnership, if it is Private Limited or Unlimited Company or a registered or unregistered firm shall be recognized without the previous written consent of the lessor or his nominee.

(iii) If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in part I of the schedule hereunder written the assignee shall duly get his, its or their names registered with the lessor or his nominee within four calendar month after obtaining possession of the holding and will possess and use the land and be bound by all terms, covenants and conditions herein contained.

(iv) That if subsequently any part or parts of the said land is required by the state Government or the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar for a public purpose (of which matter the

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state Government or the Jharkhand Industrial Area

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Development Authority, Santhal Pargana Region, Deoghar shall be sole judge) the lessee shall on being asked by the State Government or the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar transfer to them such part or parts of the said land as the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar shall specify to be necessary for the purpose aforesaid and in consideration of such transfer the State Government or the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar shall pay back to the lessee a sum proportionate or equal, as the case may be to the cost of land and its development, if any, earlier realised from him together with compensation for the building and other structures erected with approval in writing of the lessor or its nominee on such part or parts of the land at a valuation to be determined by the state Government or a report from a Civil Engineer authorised by them in this behalf and the decision of the State Government or the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar shall not be questioned by any authority. Provided that for the purpose of the sub-clause the State Government or the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar would be entitled to resume only such part or parts of the land leased out to the lessee as were not actually being used for the purpose of the

  
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Santhal Pargana Region  
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manufacture and are not essentially required for any purpose connected with the Industry.

- (v) If at any time the said land or any part or parts thereof shall no longer be required by the lessee for the purposes for which it is leased out to him the lessee shall surrender the same to the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar or with the prior approval of Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar the lessee may transfer the lease hold right to any other parts only for industrial purpose for the remaining period of the lease. In case of surrender of the land to government/ Authority the lessee may get refund of the cost of the land in proportion to the period for which the lease is made out and the actual possession of the lessee, but in case of forfeiture the lessee shall not be entitled for any refund.

It is also clarified that such sale be allowed only for industrial purpose and in case purchaser wishes to utilise the land for any industry other than that allotted for earlier and or changes the name and style of the unit, the lessor shall charge the new rates prevailing at the time for land from the purchaser before allowing such sale and making a fresh lease deed.

- (vi) If the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar accept the offer made under foregoing clause the lessee shall be entitled within

  
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six months from the date of which acceptance is communicated to him to remove all building or structures erected on the said land or part thereof, unless the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deoghar also wish to accept the standing building or structures in which case the lessee shall be entitled to compensation for those in accordance with the valuation as indicated in clause (iv) above.

(vii) That the lessee will not make any excavation upon any part of the said land here by demised nor remove any stones, sand, gravel, clay or earth there from except for the purpose of digging foundation of building for purpose of execution of any work pursuant to the terms of this lease.

(viii) That the lessee shall at his own cost construct and maintain an access road leading from the state road to the said land in strict accordance with specification and details prescribed by the lessor or his nominee.

(ix) That no building or erection to be erected hereafter shall be commenced unless and until specification plan elevation sections and details thereof shall have been submitted by the lessee in triplicate scrutiny of land be approved in writing by the lessor or his nominee. Provided that if the decision of the lessor or his nominee is not available within 180 days of the submission of the plan etc., it would be presumed that the lessor or his nominee has not objection

  
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Santhal Pargana Region  
Deoghar

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*Umesh K. Badley*

to the commencement of building or erection as the case may be.

- (x) Both in completion of any such Building or erection and all times during the continuance of this demise, lessee shall observe and confirm to the building regulations and to all bye laws, rules and regulations of the Municipality in existence or to be framed by the Development of Industries, Government of Santhal Pargana or the Industrial Area Development Authority or any Authority authorised by the Department of Industries to frame such rules or having authority in this behalf, any other statutory rules or regulations as may be in force for the time being relating in any way to the demised premises and any building thereon.

- (xi) The lessee shall submit the plan for building for erection within two months of the delivery of possession of the land to the lessee by the lessor. Provided that the lessor may extend the period for submission of the plan for building or erection on the individual merits of the case.

- (xii) That the lessee shall correctly mark and keep demarcated the boundaries of the said lands and point them out to the inspecting officer of Government and Jharkhand Industrial Area Development Authority, Santhal Pargana Region,



Director

Regional Deputy Director  
Regional office JIADA  
Santhal Pargana Region  
Deoghar



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(xiii) That the lessee shall not except with the written consent of the lessor or his nominee, use the land for any purpose other than those specified above, subject to such restriction and conditions as may be enjoined by different laws which are, or may be in force.

*Mandy K. Singh*

(xiv) That the lessee shall use the land for the specified purpose within stipulated time of two years for micro and small enterprises and five years for others from the date of the lease failing which the lease may be terminated and the lessee evicted from the lands without notice. In case extension is required, it can be granted within the desecration of the lessor.

(xv) That the lessee shall provide reasonable facilities for the training of the local people in his factory.

(xvi) Other things being equal the lessee shall give preference to the local people in employment in his industrial undertakings.

(xvii) The lessee shall subject to the valid and legal ground for closure and cessation of work as legally permitted under Industrial Dispute Act, 1947 and labour legislation on the subject, continuously keep and maintain the factory established on the lease hold land (as covered by this lease deed) in a running condition submitted its verified yearly return or such returns of frequencies as prescribed by this lessor (Authority) from time to time in the prescribed proforma a returnment for the purpose failing which the

*[Signature]*  
Regional Deputy Director  
Regional office, JIADA  
Santhal Pargana Region  
Deoghar

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*Omash K. Pandey*

lessor may presume that the factory established on the lease hold has not been continuously running and this may be treated as an independent or an additional ground for the forfeiture and cancellation of the lease that is as breach of specific conditions for the allotment of land lease.

8. In case of breach by the lessee any of the terms and conditions the lessor shall have right to resume and enter upon the whole of said land without payment of any compensation to the lessee and upon such re-entry the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor reasonable opportunity to show cause and to rectify the omissions or defects if any.
9. In the event of entry by the State Government the lessee shall be entitled to remove within six months from the date of such re-entry all building, structures, installations, machinery and other assets from the said land.

10. Should any dispute or difference arise concerning the meaning or interpretation of any clause or provision contained in this lease same shall be referred to the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deochar in the appropriate department and the decision of the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deochar such on dispute or difference shall be final, conclusive and binding on the parties hereto.



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Deochar

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Omesh Kumar Pandey

Omesh Kumar Pandey

11. 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.

12. 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 lessor shall have the fullest liberty to postpone

for any time and from time to time any action open to him under any of 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 born paid by the lessee.

13. The lessee shall construct the structured in accordance with the bye-laws of the Authority and any violation will be deemed as a valid ground for cancellation.

14. That on the occasion of transfer and purchase of the lease hold land the purchaser of the lease hold land will be held responsible for payment of any kind of dues of liabilities of the previous lessee.

15. The clause and sub-clause of the Jharkhand Industrial Policy and Jharkhand Industrial Area Development Authority's

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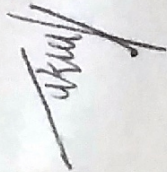
*Umesh Kr. Pandey*

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Regulation 2015 shall be implied and applicable in lease terms in to.

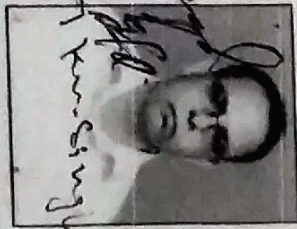
16. That the period and time allowed for lease hold land will remain valid according to the order of allotment of same made by the Jharkhand Industrial Area Development Authority, Santhal Pargana Region, Deochar vide letter No. 274 Dated 05.5.2017 and the lessee will be bound to abide by its terms and conditions.

Monej kr. Singh



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Regional office, JIADA  
Santhal Pargana Region  
Deochar

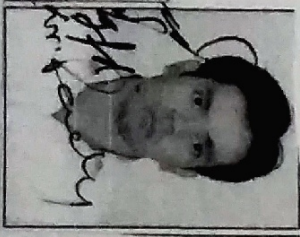
self attested :-  
Umeh Kr. Baidy



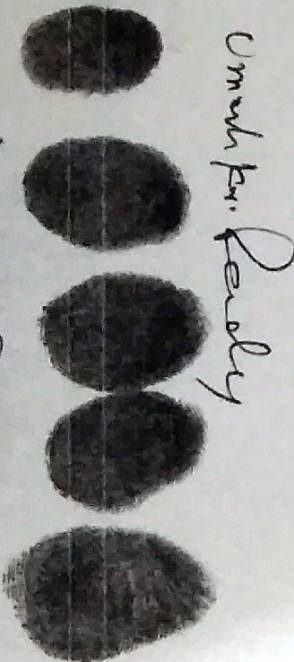
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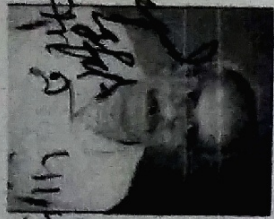


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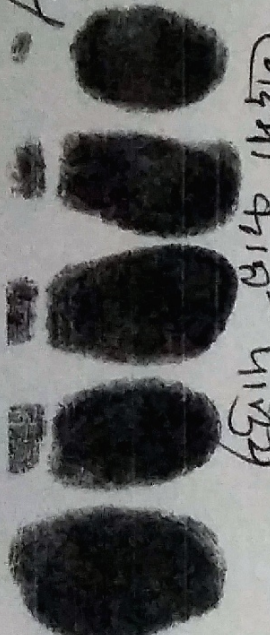


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In witness where of the common seal of has hereinto been affixed and those presents signed.

*Umesh Kar Padley*

**Witness:**

- |    |           |   |  |
|----|-----------|---|--|
| 1. | Signature | : | <i>Umesh Kar Padley</i>  |
|    | Name      | : | उमेश-कार-पाडेल   |
|    | Address   | : | महाराष्ट्र प्रदेश<br>धाना - जिरिह, पो. - सिरसीया<br>मं. - जिरिह, जिरिह<br>(अहमदनगर), 415301                      |
| 2. | Signature | : | <i>Umesh Kar Padley</i>  |
|    | Name      | : | उमेश-कार-पाडेल   |
|    | Address   | : | महाराष्ट्र प्रदेश, जिरिह, पो. - सिरसीया<br>धाना - जिरिह, पो. - सिरसीया<br>मं. - जिरिह, जिरिह<br>741229105 815301 |

**IN Witness thereof the hand of:**

Sri Anilson Lakra Regional Deputy Director, JIADA, Santhal Pargana Region, Deoghar has been affixed on the date and year first above written.

Regional Deputy Director  
Regional office, JIADA  
Santnal Pargana Region  
Deoghar

Self attested :-  
*Umesh Kar Padley*

*Umesh Kar Padley*