

16/3/2000 Non-carried Strain worth was 1950 -10000 2+1000+ 700+100 Ranchi त विश्व विश्वयंत्र पाराष्ट्र 175 े या क्षेत्राचा**री (जमका किल्** का प्रशास जो THE PERSON NAMED IN े एक विस् प्राप्त स्था late and Produce 20 round and के बेरा ही जिल्हा स्वीकार किया है। व/इन को No.14 V-27 भू ने जारी पूज्य भी ग्रे निंउप० रोची -16. जनक सिंह



allotement allotement letter & agreement bond and that he shall complete the construction on the said land within such period and conforming to such plan as may be required and sanctioned by the Lessor and that he will comply with the terms and conditions hereinafter appearing.

Part - II

NOW THIS INDENTURE AS AGREED BY AND BETWEEN THE PARTIES HERE TO WITNESSETH.

1. That the lease of land detailed in part - I of the schedule is being given here by for a term of Ninty years computed from the 2 nd day of February in the year Two thousand to the lessee by the lessor subject to renewal thereafter for such period further and on such terms as may be mutually agreed upon.

2. That the lessee shall pay to the lessor the proportionate cost of development of land being leased hereby which would include the cost of construction of roads for communication purposes, administrative charges, interest etc. and such other expenditure as may be decided to be part of the development cost by the lessor

The decision of the lessor as to what would consider the development cost would be final. Such cost would be subject to revision by the lessor periodically and such revised cost shall be payable by the lessee to the lessor. The lessee shall also be liable to pay any escalation over the present value of the land due to court decree and proportionate rehabilitation cost if any.

3. The lessee shall pay to the lessor :-

(I) The balacnce of the premium as follows:-

(a) The premium of the demised premises is Rs. 1,30,555=55 calculated at the rate of Rs. 2, 84, 350=00 per acre and out of the said amount the Lessee has already paid Rs. 1,30,555=55

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years next. Also the instalments due as per allotment letter amounting to Rs. Nil together with an interest of Rs. Nil and any further interest that accrues till the date of payment is to be paid immediately as the lessee has defaulted in such payment.

- (b) In case of non-payment of the instalments due including defaulted instalments as mentioned above interest at the rate of 15 percent would be charged over the outstanding premium amount and such interest rate would be subject to revision from time to time by the lessor and shall be paid by the lessee.
- (ii) That the lessee shall pay annually to the lessor as rent a sum at the rate of Rs. 500/- (Rs. Five hundred) only per acre in one instalment i.e Rs. 229.60 latest by 31st March every year. The said rent will be liable to be enhanced after four years.
- (iii) In addition to the premium aforesaid and the rent of the land the Lessee shall also pay Rs. 50/- (Rs. Fifty) only per 1000 sqft. per year as maintenance charge i.e Rs. 1000/- (Rs. One thousand) only for the demised land which will take effect two calendar years after the date of allotment or from the date on which the unit comes into production whichever is earlier. The other condition being that the rate of maintenance charge can be modified / revised by the lessor keeping in view the extent of maintenance, price escalation and other factors at the discretion of the Lessor.
 - (iv) In addition thereto if any outstanding dues come to light at any later date due to error of accounts or otherwise the lessee shall pay the same as well to the lessor with such interest and within such time as the lessor may decide.
 - (v) The Lessee shall in each year within two months from the expiry of his accounting year supply to the lessor a copy of his profit and loss account pertaining

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Banchi Industrial Area
Development Authority, Ranchi



to that accounting year and the business run by him in the demised premises.

indenture complete the construction of the building or any other structure necessary for his business activities to be performed at his expense and such building or structure shall be safe and sound from the engineering point of view with due provision of amenities and necessities required under the Factories Act besides which the lessee shall also maintain sufficient plantion and greeneries within the said premises so as to provide proper ecological and environmental balance.

(vii) In case of a private or public limited company or corporation society, the Directors and office bearers shall individually and severally be responsible for payment of due to the lessor.

- 4 (i) That no building or erection to be erected hereafter and no alteration or addition to any building or construction existing for the time being shall be commenced by the Lessee unless and until specifications, plans, elevations, sections and details thereof shall have been previously submitted by the lessee in triplicate to the lessor for his scrutiny and the same has been approved in writing by the lessor, provided that in the construction of any such building or erection or making any such alteration or addition the lessee shall observe and conform to the building instructions of the Lessor and abide by all bye laws, rules and regulations of the local authority or other body having authority in that behalf and any other statutory regulations as may be for the time being in force relating in any way to the demised premises and any building theron including payment of any charge levied by such authority / body, provided further that no building, erection or structure (except) compund wall and steps and garages and necessary adjuncts thereto) shall be erected on any portion of the demised premises outside the building line shown in the plan.
 - (ii) That if subsequently any part or parts of the said land is/ are required by

Secretary,
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Development Authority, Ranchi





the State Government arche Industrial Area Development Authority, Ranchi for a public purposed (of which matter the State Government or the Industrial Area Development Authority, Ranchi shall be the sole judge) the lessee shall on being asked by the state Govt, or the lessor transfer to them such part or parts of the said land as the state Govt, or the lessor shall specify to be necessity for the purpose aforestid and in consideration of such transfer the State Govt, or lessor shall pay back of 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 buildings and other structures erected with approval in writing of the lessor or his nominee on such part or parts of the land at a valuation to be determined by the Managing Director of the industrial Area Development Authority, Ranchi on a report from a civil Engineer authorised by him in this behalf and the decisions of the Managing Director Industrial Area Development Authority, Ranchi shall be final and binding on the parties and shall not be questioned in any Court or Tribunal or before any other Authority.

Provided that for the purposes of this sub-clause the State Govt. or the lessor would in absence of any unavoidable reason 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 manufacture and are essentially required for any purpose connected with the industry.

(iii) If at any time the said land or any part or parts thereof shall no longer be required by the lessee for the purpose for which it is leased out to him the lessee shall while selling or assigning the said land or such part or parts as aforesaid first make an offer of the same to the lessor at a price proportionate or equal, as the case may be, to the cost of the land and its development, if any, realised earlier from him, and he shall not make any sale or assignment thereof to any other party unless such offer shall have been declined by the lessor.

When such offer has been made by the lessee, the lessor may ascept it in

respect of such part or parts of the land so offered as it may deem fit and decline it in respect of the remainder.

When the first offer of selling or assigning the said land or such part or parts thereof afforesaid has been declined by the lessor, the lessee while selling or assigning the said land or parts thereof as aforesaid to any other party shall do so only with prior approval of the lessor in writing. It is also clarified that such sale shall be allowed only for industrial purpose and in case the purchaser wishes to utilise the land for any industry other than that alloted for earlierand /or changesthe same 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 & making a fresh lease deed.

- (iv) If the lessor accepts the offer made under the foregoing clause, the lessee shall be entitled within six months from the date on which acceptance is communicated to him to remove all buildings or structures erected on the said land or part thereof unless the lessor also wishes to accept the standing building and structure in which case the lessee shall be entitled to compensation for those in accordance with the valuation as indicated in clause (ii) above.
- (v) That the demised premises shall be well demarcacted and fenced by he lessee at his expense so as to keep the identity of the land intact in every respect.
- (vi) That if the leasee fails to complete the construction work within two years from the date of execution of this deed or within the time extended in writing by the lessor on an application by the lessee showing sufficient cause for such extention, this lease shall stand terminated.
- (vii) That the lessee shall not make any excavation upon any part of the demised premises nor remove any stone, sand, gravel, clay or earth therefrom except for the purpose of digging foundation of the building or for the purpose of executing any work pursuant to the terms of this lease.
- (viii) That the Lessee shall at his own expense construct an access road leading from the nearest public thoroughfare to the demised premises and shall at all time thereafter maintain the same in good order and condition to the satisfaction of the Lessor.
- (ix) That the Lessee shall observe and conform to all rules, regualtions and bye-laws of the local Authorities concerned, including making of timely payments as required by such authorities or any other statutory regulations in any way relating to public health and sanitation for the time being in force and that he shall provide sufficient latrine accommodation and other sanitary arrangement for the labourers, workmen and other staff employed on the demised premises in order to keep the demised premises and surroundings clean and in good condition to the satisfaction of the Lessor and shall not without the previous consent in writing of the lessor permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof As regards industrial effluents produced in the course of the industry carried on the demised premises the Lessee shall treat the effluent to the standards

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Ranchi Industrial Area Development Authority, Banchi fixed by the pollution control Board and shall thereupon discharge the same.

- (x) That throughout the said term the Lessee shall at his own expense pave, cleanse and keep in good and substantial repair and condition (including all usual and necessary internal and external painting, colouring and white washing) to the satisfaction of the lessor the buildings and premises and the drains, compound walls and fences belonging thereto and all fixtures and addition thereto.
- (xi) That the lessee shall permit the lessor or his representatives to enter into or upon the demised permises to inspect the state of affairs thereof and if upon such inspection it shall appear that any action is necessary on behalf of the lessee, the lessee shall be called upon by the lessor to execute such actions and upon his failure to do so within a reasonable time the lessor may execute them at the expense in all respect of the lessee.
- (xii) That the lessee shall not do or permit anything to be done on the demised premises which may be or amount to nuisance, annoyance or disturbance to the owners, occupiers or residents of other premises in the vicinity.
- (xiii) That the lessee shall not interfere with or cause damage to the properties of the lessor whether located inside or outside the premises such as water supply lines, drainage lines, street-lights and such other properties. In case the Lessee be found to be interfering with or damaging the properties, of the lessor it would amount a breach of the conditions of the lease and the lessee would be liable to be evicted from the premises occupied by him under provisions of the Bihar public permises [Eviction of Unauthorised Occupants] Act, 1972 or any other law for the time in force and the lessor will be entitled to recover the cost of making good such damages with penalty as it may determine and such amount would be recoverable as an arrears of land revenue.
- 7. The lessor and the lessee hereby convenant and agree as follows:-
- (i) That the lessee shall not assign; mortgage, underlet or sublet the whole or any part of the leashold or in any way part with his possession over the land or any right or interest therein or in respect thereof without the previous consent of the lessor in writing, provided that in case of registered small scale Industries no separate permission will be required to be obtained by the lessee for mortagaging it with any financial institutions aided, owned or recognised by Government or created under a statute, for raising loan for the purpose of the Industry of which land was alloted, and in that case the dues of the Industrial Area Development Authority, Ranchi, shall be the first charge on the properties under mortage paripassu with the dues of such financial institution.

 However, such mortgage to such financial institutions shall be subject to the following conditions:
- A) The lease hold shall not be the only porperty mortagaged by the lessee to such financial institution for raising such loan and shall include such other property also of the lessee which taken together with the leasehold constitutes sufficent security for realisation of the dues of the lessor on the leasehold as also the dues of such financial institution and in case of sale of a part or whole of the mortagaged property the dues of the lessor on the leasehold shall be satisfied first and this

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will have to be clearly stipulated in the mortgaged deed entered into by the lessee with such financial institution.

B) The lessee shall in case of the mortgagee as aforesaid give a written information of the date of the execution of the mortgage property mortgaged and institution shall give the same information forthwith to the lessor.

C) The purchaser of the mortgaged property on sale or otherwise in so far as office of the lessor in place of the lessee in respect of the same.

D) The financial institution which takes the mortgage of the leasehold or any part thereof in the envent of sale thereof shall obtain priore information about the dues 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 such puchares deposits such dues of the lessor in the office of the lessor and produces a clearance certificate issued by the lessor in the office of such institution.

To avoid any confusion it is made clear that the financial institution taking the mortgage of the leasehold or any part thereof shall if the sale of the leasehold or any part thereof as the case may be becomes necessary do so after obtaining information about the dues of the lessor from the office of the lessor and clearly indicate the same in the sale notice also stating therein that the property so sold shall not be delivered possession of to the purchaser by the said financial institution unless the said dues of the lessor have been paid in full and shall not deliver the property so sold to such pruchaser unless such payment has been made.

- E) That the lessee shall sepcifically apprise the financial institution to which the leasehold or any part thereof is mortgaged of the condition stipulated in clause (D) above and make it a term of such mortgage with such institution.
- F) In the event of sale or transfer of the mortgaged property by / or with the consent of the financial institution to which the land / shed, etc. mortgaged, it should be specifically mentioned in the sale or other notice issued by the financial institution that in the event of the purchaser changing the name and style of the unit and /or changing the project from that for which the original lease was granted, mutation in the office of the lessor shall be carried out in favour of the purchaser on payment of balance amount calculated as per prevailing rates for land/ shed etc.
- ii) No change in the lease proprietorship or partnership or if it a private limited of unlimited company shall be recognised without the previous written consent of the lessor and without proper registration of such changed status under the relevant Act.
- iii) If the lessee assings its lease hold interest with the written consent of the lessor in the land described in part-I of the schedule hereunder such assignee shall duly his Lits or their name or names registered with the lessor within four calender months after obtaining possession of the holding and will possess and use the land and be bound by all terms, convenants and condition herin contained.
- iv) In case of any change in the ownership or possession of the leasehold or any part thereof either by auction purchase or transfer by the lessee with the

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permission of the lessor in terms of the conditions of this deed such person so stepping into the shoes of this lessee shall execute a fresh lease deed on the same terms and conditions as of this lease and such person shall not be entitled to use this leasehold 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 leasehold or any part thereof so trasferred to him for any other industry or 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 industry or purpose and on such approval shall be on new rates prevailing at that time for the lands etc in question.

- v) That the lessee shall correctly mark and keep demarcated the boundaries of the said land and point them to the inspecting officers of the Government and the Industrial Area Development Authority, Ranchi.
- vi) That the lessee shall not, expect with the written consent of the lessor use the land for any purpose other than the one for which this lease is granted and the leasehold shall be enjoyed by him subject to such restriction and conditions as may be enjoined by different laws which are or may be for the time being in force.
- vii) In case necessary effective steps are not started within six months from the date of this deed to established the industry the lessor may in such event, cancel the lease and aslo forfeit any amount deposited by the lessee towards the lease. The Lessor shall, however, before cancelling the lease issue a show casue notice allowing one month time to the lessee to put up his case. The allottee on being dissatisified with the order of the Authority may file an appeal to the State Government 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 lessor after cancellation of allotment will resume possession of the shed/plot etc.
- viii) The lessee shall after cancellation of the leasehold make over possession of the leasehold within one month from such cancellation failing which lessor shall enter into possession thereof. In the event of such entry by the Lessor on the leasehold the Lessee shall be entitled to remove within six months from the date of such re-entry all his structures, installations, machineries and other assets from the lands, after which the same shall stand forfieted to the Lessor.
- ix) The lessee shall give priority in employments in his Industrial Unit to the displaced persons of this Industrial Area / Estate.
- x) Other things being equal the lessee shall give preference to the local people in employment in his industrial undertaking.
- xi) The lease shall be liable to be cancelled if the allottee is found encroaching upon the land of the lessor.
- 8. In case of breach by the lessee of the terms and conditions of this lease the lessor shall have right to resume and enter upon the whole of the said land without payment of any compensation to the lessee and upon such re-entry, all

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and every interest of the lessee in the said and shall cease and determine. Provided that the lessee shall be given by the lessor reasonable opportunity to show cause and rectify the ommission or defects, if any.

- 9. If this lease hold is terminated on account of the breach or non-observance of the conditions of this lease, there shall be no revival thereof under any condition. On the other hand fresh lease thereof may be taken by the lessee subject to the pleasure of the lessor and such fresh lease for all purposes and interest shall be an altogether new lease subject to new rates prevailing at the time for lands etc. of such new lease.
- 10. Any notice sent by the lessor to the lessee on the adress of the lessee as given in this lease deed shall be deemed to have been sent to him by his correct address unless the lessee has not any change in his address recorded in the office of the lessor and has obtained a certificate of such recording.
- 11. Should any dispute or difference arise concerning the meaning or interpretation of any clause or provision contained in this lease the same shall be refferred to the Managing Director, Industrial Area Development Authority, Ranchi and the decision of the Managning Director on such disputes or differences shall be final conclusive and binding on the parities thereto.
- 12. That the lessee paying the rent and other charges and observing the several covenants and conditions contained in these presents shall hold and enjoy the land upto the terms of the lease without interruption by the lessor.
- 13. That the lessor and lessee shall have their rights subjects to the liabilities of a lessor and lessee respectively in accordance with Section 108 of the Transfer of property Act, 1882 except clause (i) and (p) thereof and it is hereby 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 of the powers exercisable by him against the lessee and to either enforce or forbear any of the conditions and convenants contained in these presents.

The cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.

14. Subject to all the terms and conditions set out above the leasehold described in Schedule - I hereto is delivered by the lessor to the Lessee and possession thereof taken by the Lessee.

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IN WITNESS THEREOF the common seal of	of M/S. Hadam Love f Praducts
affixed and those presents singned.	Area / Estate, Ranchi here upto been
Witness: 1. Serry Bingh 16 5 2000 2. Ward hand 16 5 2000 IN WITNESS THEREOF THE hand of Secretary Industrial Arms Down	For and on behalf of the
Secretary, Industrial Area Development Aut Authority has been affixed on the date and	thority, Ranchi for and on behalf of the year first above written.
- <u>Au</u> thority	SECRETARY For and on behalf of the Industrial Area Development Action by Beoretary, Beoretary, Benchi Industrial Area Development Authority, Ranchi
	Certified that the original and duplicate lease are true and exact and re- production of each other.
: WITNESS:	SECREMARKY! Banchi Industrial Area Ranchi
1. Famos Santas 2. Kenthar 2000	Development Authority, Ranchi
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In witness thereof the Lessee has signed the	2000 (Two thousand
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(Description of Land)
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of Taluka
District Containing by admeasurement Containing by admeasurement containing by admeasurement.
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SIGNED, SEALED AND DELIVERED
By Shri R. F. S. S. Signatura etary) Renchi Industrial Arms
Officer of the Ranchi Industrial Area Development Authority, Ranchi in the (Fyll name in Industrial Area letter)
presence of : WITNESS
Name 1.Signature(Full name in block letters)
2. Signature(Full name in block letters)
SIGNATURE, SEALED AND POSSESSION TAKEN
By the above named Lessee
In the presence of: Signature (Full/name in blockdetters)
1. Signatur(Full name in block Letters) SURAJ SINGH. 2. Signature(Full name in block Latters) DET-DAK, KUMAR.
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