





THIS LEASE DEED CAN NOT BE MORTGAGED WITH ANYBODY WITHOUT WRITTEN CONSENT AND OBJECTION CERTIFICATE ISSUED BY THIS OFFICE.

# LEASE-DEED

(Plot for Construction of Dwelling Unit Dispensary/School/Shop/Other Constructed Unit)

Industrial Township at Saraswati Hi-tee City  
Naini, Prayagraj

Plot No. C-166 (Housing)

THIS LEASE-DEED made on the 15 day of June  
in the year two thousand and Twenty Three

between U. P. State Industrial Development Corporation Limited, a Company within the meaning of the Companies Act, 1956 and having its registered office at A-1/4, Lakhanpur Kanpur (hereinafter called the Lessor which expression shall, unless the context does not so admit, include its successors and assigns) of the one part, AND.

Shri/Smt./Km Raj Kumar Singh aged 54 years

S/o, W/o, D/o Amar Bahadur Singh

R/o Bulekhare, Bikaner Distt. Sultampur - 222302

OR

Shri/Smt./Km ..... aged ..... years

S/o, W/o, D/o .....

R/o .....

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

OR

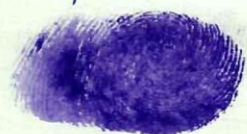
1. Shri/Smt./Km ..... aged ..... years

S/o, W/o, D/o .....

R/o .....

For U.P. State Industrial Development Authority

[Signature]  
Regional Manager

[Signature]  


आवेदन सं०: 202300892007356

पट्टा विलेख(30 वर्ष से अधिक)

वही सं०: 1

रजिस्ट्रेशन सं०: 5997

वर्ष: 2023

प्रतिफल- 23440000 स्टाम्प शुल्क- 165000 बाजारी मूल्य - 2344000 पंजीकरण शुल्क - 23440 प्रतिलिपिकरण शुल्क - 80 योग : 23520

श्री राज कुमार सिंह,  
पुत्र श्री अमर बहादुर सिंह  
व्यवसाय : अन्य  
निवासी: ग्राम भरखरे पोस्ट भरखरे तहसील लम्बुवा जिला सुल्तानपुर

R.K. Singh



ने यह लेखपत्र इस कार्यालय में दिनांक 16/06/2023 एवं 12:56:52 PM बजे  
निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

नीरज कुमार पाण्डेय  
उप निबंधक :करछना

प्रमाणसंज्ञ  
16/06/2023

श्रीम चन्द्र दिवेदी  
निबंधक लिपिक  
16/06/2023

प्रिंट करें





2. Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

3. Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

4. Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

5. Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

6. Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

7. Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

*R.K. Singh*

constituted the registered partnership firm of ..... through  
Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
duly constituted attorney under the deed dated .....

OR

..... a  
company within the meaning of the Company Act, 1956 and having its registered office at  
.....  
through its managing Director/Secretary/duly constituted attorney.

Shri/Smt./Km ..... aged ..... years  
S/o, W/o, D/o .....  
R/o .....

*R.K. Singh*





बही सं०: 1

रजिस्ट्रेशन सं०: 5997

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त पट्टा दाता: ।

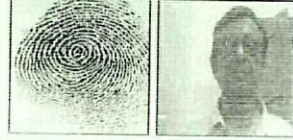
श्री एम पी एस आई डी ए, द्वारा अविनाश कुमार श्रीवास्तव पुत्र एम पी श्रीवास्तव

निवासी: 25/2 तुलारामबाग प्रयागराज

व्यवसाय: अन्य

पट्टा नृहीता: ।

*Em P S*

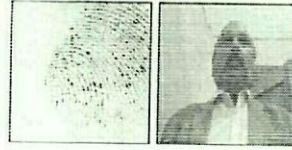


श्री राज कुमार सिंह, पुत्र श्री अमर बहादुर सिंह

निवासी: ग्राम भरखरे पोस्ट भरखरे तहसील लम्बुवा जिला सुल्तानपुर

व्यवसाय: अन्य

*R.K. Singh*



ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता: ।

श्री सागीर सिंह, पुत्र श्री राज कुमार सिंह

निवासी: ग्राम भरखरे पोस्ट भरखरे तहसील लम्बुवा जिला सुल्तानपुर

व्यवसाय: अन्य

पहचानकर्ता: 2

*Sageer Singh*

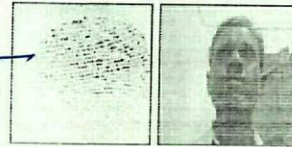


श्री अरविन्द कुमार, पुत्र श्री निरंजन प्रसाद

निवासी: पहाड़पुर चारवा कौशांबी

व्यवसाय: अन्य

*Aravind Kumar*



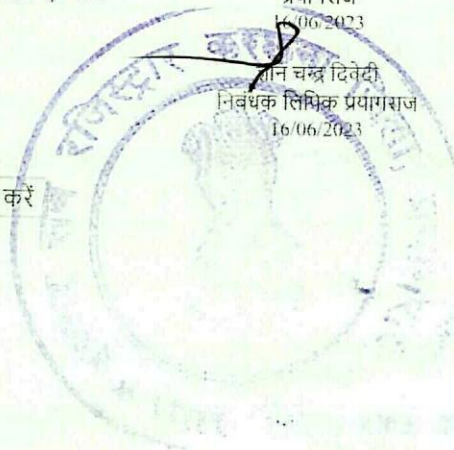
रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

*N R*  
नीरज कुमार पाण्डेय  
उप निबंधक : करछना  
प्रयागराज  
16/06/2023

ने की । प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए हैं ।  
दिपण्डी : पक्ष कार द्वारा चेक एवं आर टी जी एस द्वारा प्रतिफल देना एवं पाना स्वीकार किया ।

*D*  
मान चन्द्र दिवेदी  
निबंधक लिपिक प्रयागराज  
16/06/2023

प्रिंट करें





R.K. SINGH

OR

~~a society registered under the Co-operative Societies Act~~, hereinafter called the Lessee (which expression shall, unless the context does not so admit, include his heirs, executors, administrators, representatives and permitted assigns/its successors and permitted assigns) of the other part.

WHEREAS the Government of Uttar Pradesh

(hereinafter called "The State Government" acquired land of

- i) Village. Sandwala Tehsil Kazchhama District Prayagraj
- ii) Village..... Tehsil ..... District.....
- iii) Village..... Tehsil ..... District.....
- iv) Village..... Tehsil ..... District.....
- v) Village..... Tehsil ..... District.....
- vi) Village..... Tehsil ..... District.....
- vii) Village..... Tehsil ..... District.....
- viii) Village..... Tehsil ..... District.....
- ix) Village..... Tehsil ..... District.....
- x) Village..... Tehsil ..... District.....

under the Land Acquisition Act, 1894 and has handed over the same to the U .P. State Industrial Development Corporation Limited, Kanpur for the purpose of setting up of a self contained integrated Industrial Township (hereinafter called Industrial Township) and the Corporation having sub-divided the above land into sectors/blocks/plots with land uses clearly defined for each according to a plan for the purpose of construction of buildings and structures appurtenant to main building and carrying out necessary development works or both (hereinafter called construction works) in accordance with the plans approved by the competent authorities.

AND WHEREAS the Lessor has agreed to demise and the Lessee has agreed to take on lease the plot of land hereinafter appearing for the purpose of establishing Housing.....

AND WHEREAS the Lessee, has paid to the lessor 10% of the total cost of land which comes to be 213010 = 00 towards rent for lease for a period of ninety years, and now nothing is to be paid by the lessee towards lease rent.

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

You will have to pay 0.5% of the total premium per annum as service charge on every 1st day of April in Advance .

For U.P. State Industrial Development Authority  
*Jay*  
Regional Manager

R.K. SINGH  




NOW THIS LEASE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the payment by the Lessee of the provisional premium of Rs 2130100=0 (Rs Twenty one Lac Thirty Thousand one Hundred only) for land the receipt whereof the Lessor hereby acknowledges and of the outstanding amount of provisional premium of Rs..... (Rs.....) for land to be paid in.....half yearly instalments alongwith interest @..... % per annum on the total outstanding premium of the land from time to time as follow :-

- 1. Rs ..... on the Full day of ..... 20 .....
- 2. Rs ..... on the ..... day of ..... 20 .....
- 3. Rs ..... on the ..... day of ..... 20 .....
- 4. Rs ..... on the ..... day of ..... 20 .....
- 5. Rs ..... on the ..... day of ..... 20 .....
- 6. Rs ..... on the ..... day of ..... 20 .....
- 7. Rs ..... on the ..... day of ..... 20 .....
- 8. Rs ..... on the ..... day of ..... 20 .....
- 9. Rs ..... on the ..... day of ..... 20 .....
- 10. Rs ..... on the Paid day of ..... 20 .....

Provided that if the Lessee pays the instalments and the interest on the due date and there are no overdues, on any account the Lessor will allow him a rebate @ 0.2 % per annum in the interest.

- NOTE: (1) The interest shall be payable half-yearly on the 1 st day of January and 1 st day of July each year, the first of such payments to be made on the..... day of.....20.....
- (2) Liability for payment of the premium in instalments, including the interest referred to above, shall be deemed to have accrued from the date of the reservation/allotment letter namely No. 1295-1297/SIDC - RO - Add /Dt. 10.01.2017
- (3) The payments made by the lessee will be adjusted in the following manner strictly in descending order-
- i- Interest due —
  - ii- Premium due —
  - iii- Interest on maintenance charges —
  - iv- Maintenance Charges —

R.K. Singh  




(5)

v- T.E.F. —

vi- Lease Rent due —

After adjustment as above excess payment, if any, shall be appropriated towards balance premium of the plot

The Lessor doth hereby demise to the Lessee, all that plot of land numbered as C-166 situated within the Industrial township at Saraswati Hi-tec City Naini situated in Village Sandwakkala Pargana/Tehsil Karchhama District Prayagraj Containing by admeasurement 119.00 Sq.M @ 17900.00 be the same a little more or less, as described above and bounded :-

on or towards the North by 3.0 M wide Road No. E-SS

on or towards the South by Plot No. C-139

on or towards the East by Plot No. C-165

on or towards the West by Plot No. C-167

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 as described above (hereinafter referred to as the demise premises) into the Lessee for the term of ninety years from 10 day of January 2017.

except and always reserving to the Lessor and his successors or assigns:-

(a) A right to lay water mains, drains, sewers or electric wires under, or over the demised premises, if deemed necessary by the Lessor or his successor or assigns in developing the area.

(b) Full rights and title to all mines and minerals in and under the demised premises or any part thereof.

Provided that if any instalment of premium with interest as agreed above is not paid in full and the whole or any part of the unpaid premium remains in arrears the Lessor shall have the right to recover the same with interest at the agreed rate of 14 %

Provided further that the recovery of the, principal and interest at the above rates would in no way prejudice or affect the exercise by the Lessor of any other right remedy arising out of such default under the terms and conditions of this deed and till payment of the premium and interest at the agreed rate in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings standing thereon.

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

Provided further that the aforesaid deposit shall be subject to final adjustment of land cost after final conclusion of the litigation/proceedings in which the demand was raised and the lessee shall be entitled to claim refund of excess amount, if any, deposited by them.

For U.P. State Industrial Development Authority

  
Regional Manager




(6)

(ii) The provisional premium mentioned in clause 1 includes the average land cost component based on the cost of acquisition etc. under the Land Acquisition Act of the whole of the Land of which the demised land, 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 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 of final cost of acquisition is determined, pay within sixty days of demand to the Lessor the additional premium being the difference in the land cost component finally determined as aforesaid and the land-cost component of the provisional premium mentioned in clause 1 above.

2.(b) in case the Lessor is required to bear at any stage the additional cost of electrification and/ or the additional cost of any other development or facilities and/or in case the Lessor is required to contribute towards any development or provision of facilities which benefits the said industrial Area as a whole, the Lessee shall pay such proportionate additional premium to the Lessor as may be determined in this behalf by the Lessor.

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

3. AND THE LESSEE DOETH HEREBY COVENANTS WITH THE LESSORAS UNDER:


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

(b) That the Lessee will obey and submit to the rules of municipal or other authority now existing or hereafter to exist so far as the same relate to the immovable property in the area or so far as they affect the health, safety convenience of the other inhabitants of the place. Any breach of such law, rules, regulations and bye-laws shall be the sole liability of the lessee.

(c) That Lessee will pay upto the lessor the said rent at the times on the date and in manner hereinbefore appointed for the payment thereof clear of all deduction.

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

(e) That the Lessee will not make or permit to be made any alteration in or addition to the said building or other erections for the time being on the demised premises or erect or permit to be erected any new building on the demised premises without the previous permission in writing of the Lessor and the municipal or other authority and except in accordance with the terms of such permission and plan approved by the Lessor and the municipal or other authority and in case of any deviation from such terms of plan will immediately, upon receipt of notice from the Lessor or the municipal or the other authority requiring him so to do, correct such deviation as aforesaid and if the Lessee shall neglect to correct such deviation within the space of one calendar month after the receipt of such notice then it shall be lawful for the lessor or municipal or other authority to cause such deviation to be corrected at the expense of the Lessee which expenses the lessee hereby agrees to reimburse by paying to the Lessor/municipal or other authority the amount which the Lessor/municipal or other authority as the case may be, shall fix in that behalf and the decision of the Lessor/municipal or other authority, as the case may be, shall be final and binding on the Lessee.

*R.K. Subra*  


For U.P. State Industrial Development Authority  
*Amr*  
Regional Manager



(7)

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

(g) That the Lessee will not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same to be used for any religious purpose or any purpose other than for the industrial purpose aforesaid without previous consent in writing of the Lessor and the municipal or other authority and subject to such terms and conditions as the municipal or other authority may impose and will not do or suffer to be done, on the demised premises or any part thereof, any act or thing which may be or grow to be nuisance, damage, annoyance, or inconvenience to the Lessor or municipal or other authority or the owners or occupiers of the other premises in the neighbourhood.

(h) That the Lessee will not without the previous consent in writing of the Lessor, transfer, sublet, relinquish mortgage or assign his interest in the demised premises or the buildings standing thereon or both as a whole and every such transfer, assignment, relinquishment mortgage or subletting or both shall be subject to and the transferees or assigns shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respects therefor, and the Lessee will in no case assign, relinquish, mortgage, sublet, transfer or part with the possession of any portion less than the whole of the demised premises or cause any sub-division thereof by metes and bound or otherwise.

Provided that the joint possession or transfer of possession of demised premises or any part thereof by the Lessee shall be deemed to be sub-letting for the purpose of this clause.

Provided further that prior permission as aforesaid shall not be necessary in the event of mortgage or mortgages without possession in favour either of the State Government or of the Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Schedule Bank (Including State Bank of India and its subsidiaries) or Unit trust of India or General Insurance Company and its subsidiaries viz National Insurance Company or New India Assurance Company, Oriental Insurance Company, United Insurance Company and trustees for debenture holders to secure loan or loans advanced by any of them for setting up on demised premises the industry herein before mentioned if the Lessee either furnishes to Lessor an undertaking from the financial institution as aforesaid that entire outstanding amount of premium and interest thereon shall be directly paid by such financial institution to the Lessor as soon as mortgage is created or pays the entire amount aforesaid from his own resources.

Provided further that if at 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 in the demised premises 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 will be subject to the mutual consultation with Lessor and the financing body or bodies mentioned above.

Provided further that the Lessee will so often as the said premises shall by assignment or by death or by operation of law or otherwise howsoever become assigned, inherited or transferred during the pendency of the term hereby agranted within two calender months from the date of such assignment, inheritance or transfer, deliver a notice of such assignment. Inheritance or transfer to the Lessor setting forth names and

R.K. Singh



For U.P. State Industrial Development Authority

*[Signature]*  
Regional Manager



descriptions of the parties to every such assignment and the particulars and effects thereof together with every assignment and every probate or a will or letters of administration, decree, order certificate or other document effecting or evidencing such assignment, inheritance or transfer and documents as aforesaid accompanying the said notice shall remain for 30 days at least at the office of the Lessor AND it is hereby covenanted that failure to carry out this condition will, without prejudice to the right of the Lessor to determine this deed for breach of this covenant, entail a penalty of Rs. 500/- to be paid by the Lessee.

(i) That the members, directors, officers and subordinates or agents, workmen and other authorised representatives of the Lessor shall have access to the plot of land shall have the implied right and authority to enter upon the said plot or land and buildings for all reasonable purpose at all reasonable times.

(j) That the Lessee will neither make any excavation upon any part of the said land nor remove any stone, gravel, sand, 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 foundation of the building and compound walls and other necessary structure and executing the work authorised and for leveling and dressing the area covered by this Agreement.

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

(l) That the Lessor will not exercise his option of determining the lease nor hold the Lessee responsible to make good the damage if by fire tempest, flood or violence of any army or a 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.

(m) That the Lessee shall put the demised premises to the use herein before mentioned with in thirty six(36) calender months from the date of possessions of the said land is handed over to him and in any case within forty eight(48) calender months from the date of this deed or such extended period of time as may be allowed by the lessor in writing in its discretion, provided that the extension of time for putting the building to use under this clause shall not be admissible except where in the opinion of the Lessor the delay is caused for reasons beyond the control of the Lessee. Lessee shall be required to pay the requisite time extension charges for time extension.

(n) That the Lessee shall keep the Lessor indemnified against any and all claims for damage which may be caused to any adjoining building or other premises by the building or in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servants shall :-

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

The damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the

R.K. Singh  




(9)

amount of damage payable thereof shall be final and binding on the Lessee.

(o) That the Lessee being a registered partnership firm declares, affirms, and undertakes that during the subsistence of the terms of this, agreement the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardise the rights and interest of the lessor or the matter of this lease, nor shall its constitution be altered, in any manner otherwise without written consent of the lessor, first had and obtained, and it shall not stand dissolved on the death or insolvency of any of its partners;

OR

The Lessee being an individual or sole proprietor of a firm shall not allow any person(s) as 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 & Articles of Association or in its capital structure without the written consent of the Lessor, first had and obtained, and the Lessee hereby undertakes to get registered the prescribed particulars of the charge hereunder created with Registered of Joint Stock Companies under Section 126 of Companies Act, 1956 within stipulated period.

While granting its consent as aforesaid the Lessor may require the Successor in interest of the Lessee to enter into a binding contract with the Lessor to abide by the faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms & conditions as the Lessor may, in its discretions, impose including the payment by the successor-in-interest such additional premium and/or enhanced rent as the Lessor may in its discretion think proper. In the event of breach of this conditions the agreement shall be determined at the discretion of the Lessor.

Provided that right to determine this agreement under this clause will not be exercised if the building to be constructed on the premises has been financed by State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or the Industrial Development Bank of India or the Life Insurance Corporation of India or Pradeshiya Industrial and Investment Corporation of Uttar Pradesh or Industrial Reconstruction Bank of India or any Schedule Bank (Including State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company or and its subsidiaries viz. National Insurance Company, New India Assurance Company, Oriental Insurance Company and United Insurance Company and trustees for debenture holders and the said financing body or bodies mentioned above decide to take over possession or sell, or lease or assign the mortgaged assets in exercise of the rights 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.

(p) That the Lessee shall faithfully observe and perform the terms, conditions, stipulations and provision contained in the said agreement.

(p-1) The lessee shall have to establish rain harvesting system and plantation at their own cost as per government norms.

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

(r) That in employing labour for his industry, skilled or unskilled, the Lessee shall give preference to

For U.P. State Industrial Development Authority

19/11  
Regional Manager

R.K. Singh  




one or two able bodied persons from the families whose lands have been acquired for the purpose of the said Industrial township.


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

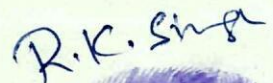
(a) Notwithstanding anything herein before contained in the agreement hereinbefore cited is determined by the lessor or if there shall have been in the opinion of the Lessor any breach by the Lessee or by any person claiming through or under him of any of the covenants or condition hereinbefore contained 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, relinquish, mortgages or assigns any part of the demised premises less than the whole or transfers, relinquishes mortgages or assigns the whole of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions in clause 3(H) or if the Lessee fails to put the same to use and to carry the manufacturing the production/functioning for at least 90 days in the time and manner hereinbefore provided or if the amounts due to the Lessor as rent hereby reserved or any part of the premium or interest as stipulated in clause (1) shall be in arrears and unpaid for a period of 30 days after the same shall have fallen due for payment or if the lessee or the person in whom the Lease hereby created shall be vested shall be adjudged insolvent or if the Lessee commits the breach of the condition contained in clause (h) of the deed or if this lease is determined as hereinbefore specified, it shall be lawful for the Lessor subject to the provisions of clause 3(o). 3(q) (without prejudice to any other right of action of the Lessor in respect of any breach of this deed), to re-enter without taking recourse to a court of law, upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and amount equal to 5% of the total premium in case of constructed sheds together with outstanding interest due till date, Lease rent/time extension fee maintenance charges/any other fee/charges from the date of allotment till date of cancellation, if any, shall stand forfeited to the Lessor without prejudice to right of the Lessor to recover from the Lessee all money that may be payable by the Lessee, hereunder with interest thereon @.....<sup>14</sup>..... % per annum 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 his buildings, erections and structures, if any, made by him and all his materials thereof from the demised premises after paying up all dues, the premium, interest and the Lease rent upto date and all 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 or sooner of the date of expiration 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 demised premises and all materials 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 structures and materials put up by him on the demised premises.

Provided further and always that the right of re-entry and determination of the Lease as hereinbefore provided shall not be exercised if the industry at the demised premises has been financed by the State Government or Industrial Finance Corporation of India or the U.P. Finance Corporation or Industrial Development Bank of India or the Life Insurance Corporation of India or Industrial Credit and Investment Corporation of India or Pradeshiya Industrial and Investment Corporation of U.P. or Industrial Reconstruction Bank of India or any Scheduled Bank (including the State Bank of India and its subsidiaries), Unit Trust of India or General Insurance Company and its subsidiaries viz. National Insurance Company, Assurance

For U.P. State Industrial Development Authority

  
Regional Manager

  
R.K. Singh





Company, Oriental Insurance Company, United Insurance Company and trustees to debenture holders & 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.

(b) Any losses suffered by the Lessor on a fresh grant of lease 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.

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

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

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

(e) That the Lessor and the Lessee hereby agreed that all sums due under this deed from the Lessee on account of premium, rent, interest or damages for use and occupation or service and /or maintenance charges or time extension fee if applicable or on any other account whatsoever as per prevailing rules of the Lessor shall be paid by the Lessee and in case of such non payments of dues from lessee side the same shall be recoverable as arrears of land revenue.

(f) That the determination of this deed shall in no way prejudice or effect the right of the Lessor to recover from the Lessee any sum which the Lessor may fix on account of the damage done by the Lessee or his agent or workmen to the demised premises or which may result from faulty maintenance or carelessness in proper maintenance.


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

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

5. Notwithstanding any other provisions herein before contained to the contrary the Lessee shall put up the whole of the property demised under presents for the Building use to the satisfaction of the Lessor and the Lessor shall have the right to determine the Lease of that much area of the plot of land demised which has not been actually so put to use within a reasonable time at its discretion or even to determine the lease of the whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the user as aforesaid as to whether the whole of demised land has been utilised or only a portion

For U.P. State Industrial Development Authority

14-4  
Regional Manager

  
R. K. Singh



has been used and the Lessee shall be bound by the decision of the Lessor in this regard. The Lessee hereby expressly agrees to the determination of the lease in part at the discretion of the Lessor.

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

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

(b) That it is hereby agreed between the parties to this deed that in case the Lessee is not able to get or retain possession of the demised premises due to a civil action or other legal proceedings initiated by the prior Lessee then, in that case the Lessee shall not be eligible to any reimbursement from the Lessor and shall further be liable to defend the civil action or proceedings as aforesaid at his own cost.

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

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

*(Manish Kumar)*  
UPSIOA

For and on behalf of

**U.P. State Industrial Development Corporation Ltd**

Signed by: **For U.P. State Industrial Development Authority**

*[Signature]*  
**Regional Manager**

a. Witness:

b. Witness:

① Sameer Singh  
S/o Raj Kumar Singh  
R/o village Bharxhore,  
Bihar, Lambhua,  
Sultanpur, U.P.  
Signed by: *[Signature]*

For and on behalf of the Lessee

*R.K. Singh*  
*[Fingerprint]*

a. Witness:

② Arvind Kumar  
S/o Nisram Jan Prasad

b. Witness:

R/o Pahar Pur, Charwa  
Distt Kaushambi - 212203

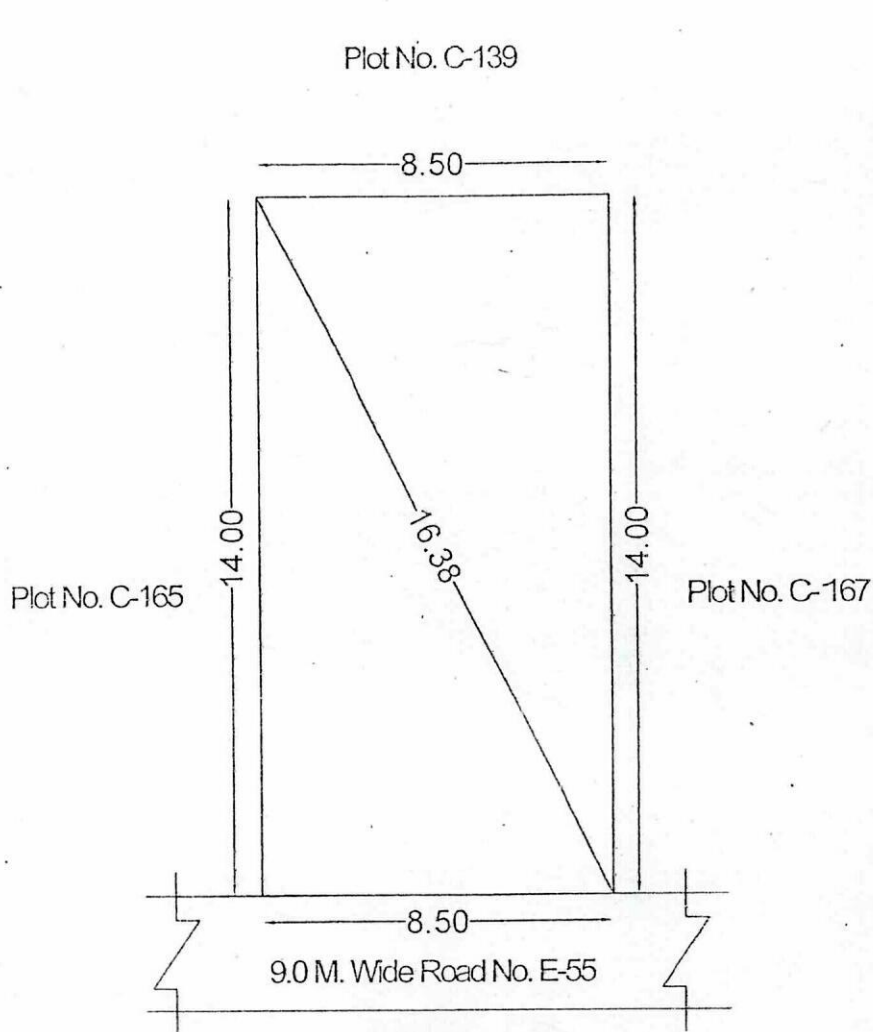
Aadhaar xxxx xxxx 6557

SIDC Lease Deed Const. of Dwelling Unit





**SITE PLAN OF  
RESIDENTIAL PLOT NO. C-166  
SARASWATI HI-TECH CITY PRAYAGRAJ**  
AREA OF PLOT = 119.00 Sq.m.  
(MEASUREMENT NOT TO SCALE)



For U.P. State Industrial Development Authority

*[Signature]*  
Regional Manager

*[Signature]*



*[Signature]*  
Asst. Manager (c)

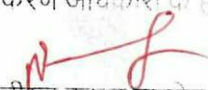
*[Signature]*  
Manager (c)



आवेदन सं०: 202300892007356

बही संख्या । जिल्द संख्या 8380 के पृष्ठ 329 से 356 तक क्रमांक 5997 पर दिनांक 16/06/2023 को रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

  
नीरज कुमार पाण्डेय  
उप निबंधक : करछना  
प्रयागराज  
16/06/2023

