

LEASE-DEED

**Gorakhpur Industrial Development Authority (GIDA),
Gorakhpur.**

Plot No.....Sector No.....

THIS LEASE-DEED made on the day of in the year two thousand and between Gorakhpur Industrial Development Authority, constituted under Uttar Pradesh Industrial Area Development Act, 1976 and having its head office at Sector-7, Gida, Gorakhpur 273212 (hereinafter referred to as Lessor or GIDA which expression shall, unless the context does not so admit, include its successors and permitted assigns) of the one part,

AND

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

PAN.....

S/oW/oD/o.....

.....

R/o.....the
single owner firm/Karta of Joint Hindu Family
firm.....situated
at.....

OR

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

PAN.....

S/oW/oD/o.....

..... R/o

2. Shri/Smt./Km.....aged.....years;

PAN.....

S/oW/oD/o.....

..... R/o

3. Shri/Smt./Km.....aged.....years;

PAN.....

S/oW/oD/o.....

..... R/o

4. Shri/Smt./Km.....aged.....years;

PAN.....

S/oW/oD/o.....

..... R/o

5. Shri/Smt./Km.....aged.....years;

PAN.....

S/oW/oD/o.....

..... R/o

6. Shri/Smt./Km.....aged.....years;
PAN.....
S/oW/oD/o.....
..... R/o

7. Shri/Smt./Km.....aged.....years;
PAN.....
S/oW/oD/o.....
..... R/o

as Joint allottees.

OR

M/s.....Company Identification
Number (CIN).....incorporated
on.....a Company within the meaning of meaning of
Companies_Act 2013, having its registered office
at.....through its Managing
Director/Director(Name & Director Identification Number)/Company
Secretary/Representative.....(Name & Membership
No.) duly authorised by Company vide its Resolution
No.....Dated.....

OR

M/s.....Partnership firm
registered under the Indian Partnership Act. 1932 having its principal
place of business at.....(PAN.....) represented by its
authorised partner.....Aadhar No.....Authorised
vide..... (Which expression shall unless repugnant to the context
or meaning thereof be deemed to mean and include the partners or
partner for the time being of the said firm, the survivor or survivors of
them and their heirs, executor's administrators of the last surviving
partner and his/her/their assigns)

OR

M/s.....Limited_Liability_Partners
hip Identification Number
(LLPIN).....incorporated
on.....a Limited Liability Partnership (LLP) within the
meaning of meaning of Limited Liability Partnership Act, 2008, having its
registered office at.....through its Designated
Partner (Name & Designated Partner Identification Number) duly
authorised by LLP vide its Resolution No.Dated.....

OR

M/s.....a society/Trust/registered
under the Co-operative Societies
Act/.....Act.....having
PAN.....incorporated on.....
having its registered office
at.....through its

Chairman/Secretary/duly constituted attorney.....duly authorized by society vide its Resolution No.Dated.....

(Hereinafter called the Lessee which expression shall unless the context does not so admit, include Lessee's heir's executor's, administrators, representatives and permitted assigns/its successors) on the other part.

AND WHEREAS the amount of premium mentioned in Clause II (a) hereinafter is provisional and it is hereby agreed that the Lessee shall pay as provided in clause II (d), (e) and (f) the additional premium as hereinafter mentioned.

AND WHEREAS the Lessee, has requested and the Lessor has agreed to grant lease of the plot number, Sector....., AreaSqm for the purpose as permitted by GIDA according to the design and building plan approved the lessor & other competent authority.

NOW THIS LEASE WITNESSETH AS FOLLOWS :

- I. That in consideration of the payment by the Lessee of the total provisional premium of Rs.....(Rs.....Only), Rs.....(Rs.....Only) already paid the receipt whereof the Lessor hereby acknowledges and outstanding amount of provisional premium to be paid by the Lessee at the time and in the manner hereinafter provided and also in consideration of the lease rent hereby reserved and of the covenants, provisos and agreements hereinafter contained and on the part of the Lessee to be respectively paid, observed and performed the Lessor doth hereby demise to the Lessee, lease of the plot numbersituated in Sector.....GIDA in Village.....Tehsil.....District.....contained by admeasurements by the same a little more or less.....sq. meters for the purpose as permitted by GIDA according to design and building plan approved by the Lessor and competent authority and bounded :

ON THE NORTH BY.....

ON THE SOUTH BY.....

ON THE EAST BY.....

ON THE WEST BY.....

(Hereinafter referred to as "the demised premises) with their appurtenances for the term of 90 Years (Ninety Years Only) from the.....day of the month.....in the Year.....except and always reserving to the Lessor and its 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/maintaining the area.
- (b) Full right and title to all mines as minerals in and under the demised premises or any part thereof.
- (c) The Lessee shall agree to pay Lease Rent to the Lessor for the above mentioned plot in the following manner:-

First 30 Years	Rs. -----Per Sq.mt.	Per Year
Next 30 Years	Rs. -----Per Sq.mt.	Per Year
Last 30 Years	Rs. -----Per Sq.mt.	Per Year

Provided that if in future the leased land is converted into free-hold, then additional amount shall be paid by the Lessee within the prescribed time limit as per rules of Gorakhpur Industrial Development Authority .

- (d) That the above mentioned plot has been allotted by the Lessee to the Lessor on "As it is and where it is" basis and the Lessor will have to get the plot leveled as per the requirement, etc. done on his own expense. GIDA has developed as much infrastructure facilities as possible in this scheme. On accepting the allotment, it is implicit that the Lessee has seen the status of the said development work at the site and after being satisfied with it, is getting this lease deed executed.
- (e) That the Lessee will pay up to the Lessor the said rent at the time on the date in manner herein before appointed for payment thereof and clear all dues whatsoever payable to Lessor on time.
- II. (a) The Lessee shall pay to the Lessor the total provisional premium of Rs.....(Rupees.....Only) out of which Rs.....(Rupees.....Only) has already been paid, which is 30% of the total provisional premium. The receipt whereof the Lessor hereby acknowledges and balance sum of Rs.....(Rupees.....Only) which is 70% of the total provisional premium shall be paid in 10 equal half yearly instalments along with interest **mclr+1** (prevailing at the time of allotment/transfer) percent annum on the balance premium as follows :-

However any changes in interest rate in future as decided by authority shall be binding on Lessee.

1. Rs. ----- +Interest on the ----- 20
2. Rs. ----- +Interest on the ----- 20
3. Rs. ----- +Interest on the ----- 20.

4.	Rs.	-----	+Interest	on the -----	20.
5.	Rs.	-----	+Interest	on the -----	20
6.	Rs.	-----	+Interest	on the -----	20
7.	Rs.	-----	+Interest	on the -----	20.
8.	Rs.	-----	+Interest	on the -----	20.
9.	Rs.	-----	+Interest	on the -----	20.
10.	Rs.	-----	+Interest	on the -----	20.

The interest along with the premium instalments shall be payable half-yearly on the 1st day of January and 1st day of July each year, the first of such payments shall be made on the.....day of.....20.....

Provided that if the Lessee fails to pay the instalments and the interest on the due dates, penal interest @3.00 % p.a. compounded half yearly shall be payable above the normal rate of interest on the defaulted amount for the default period. The amount of the balance premium and the interest due on it from time to time shall remain first charge on the land and the building erected thereon till it is (they are) paid in full.

** The rate of interest is charged from the date of allotment, as applicable, till the revised rate of interest w.e.f 1st day of July 2020, which is subject to change from time to time by GIDA.*

Provided further that the recovery of the principal and interest at the above rate would in no way prejudice or affect the exercise by the Lessor of any other right or 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 or any such demand arising in future is deposited in full, the outstanding amount shall remain as a first charge on the demised premises and the buildings built upon it.

(b) The payment made by the Lessee will be first adjusted in the following manner strictly in descending order notwithstanding any directions / request of the Lessee to the contrary :

- (I) Penal Interest / Interest due;
- (II) Premium due;
- (III) Interest on maintenance charges;
- (IV) Maintenance/Service charges;
- (V) Time Extension Fee (T.E.F.)
- (VI) Interest on Lease Rent
- (VII) Lease Rent due
- (VIII) Any other payments arising in future




After adjustment as above balance payment, if any remaining shall be appropriated towards other payments which may get accrue over time due to acts and actions of lessee and the remaining if any towards balance premium of the demised land.

- (c) If Lessee makes default in payment of premium and interest the Lessor shall have a right to determine the lease and to resume possession. And also to recover the said amount as arrears of land revenue.
- (d) In case the lessor is required to deposit / pay at any stage in the process of determination of compensation either as security or otherwise any additional amount to which it is required / called upon to bear, pay or deposit in any court or to Collector in any case / proceedings under the Land Acquisition Act 1894/Right to Fair compensation and Transparency in Land Acquisition, Rehabilitation & Resettlement Act. 2013 and/or any similar enactments, 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. The determination pro rata additional cost by Lessor shall be final and binding on the lessee.

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.

- (e) The provisional premium mentioned aforesaid in clause II (a) 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 the 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 II (a) above.
- (f) 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

developments or provision of facilities which benefit / the said Industrial Area as a whole, the Lessee shall pay such proportionate additional premium as may be determined in this behalf by Lessor within 60 days of demand to the Lessor.

- (g) That all taxes or fees imposed on the above mentioned plot by Municipal Corporation, local body / Panchayat, Government or other competent authority from time to time, will be payable by the Lessee and the Lessor will have no concern with it.

AND THE LESSEE DOETH HEREBY COVENANT WITH THE LESSOR AS UNDER:

1. That the Lessee shall, at any time, carry on upon the demised premises for the purpose as permitted by GIDA.
2. The Lessee shall pay and discharge all rates, premium, additional premium, transfer levy, charges, taxes, time extension fee if applicable, & maintenance charges, subletting charges, water and sewerage charges, fee etc. and assessments of any nature/description which are now or may at any time hereafter be assessed, charged or imposed upon either the Lessee or the occupier in the respect of the demised premises or the building to be erected thereon. The assessment by the Lessor shall be final and binding on the lessee.

That the Lessee shall pay to the Lessor such rents, premium, additional premium, transfer levy, charges, taxes, time extention fee charges if applicable & maintenance charges, subletting charges, water and sewerage charges, fee etc. and assessments of any description on the days and manner as described herein or in the manner and fashion demanded in future.

3. The Lessee shall pay/bear all the charges/fee payable to the Government organizations who have the statutory authority for demanding/recovering the same or who are providing general service/specific service to the GIDA area of which the demised plot forms part of
4. The Lessee shall not encroach/misuse/cause damage to the common property/ infrastructure developed by the Lessor/ Govt. in the GIDA area of which the demised plot forms part of or on adjoining land/infrastructure supportive to the GIDA area. Lease shall be terminated if the said damage is not set right/compensation for the setting rights the damage is not deposited after giving a 90 days' notice.







5. That the Lessee at its own cost shall submit a building plan for approval and shall as per the duly approved building plan by the Lessor, construct in a good substantial and workman-like manner a permitted activity with all necessary sewers, drains other appurtenances and proper conveniences thereto according to the rules, building regulations and directions of the Lessor and proper municipal or other authority now existing or hereafter to exist in respect of building, shafts, latrines and communication with the sewers and shall complete the construction of building and make it operational within a period of.....months from the date of allotment or within such extended time as may be allowed by the Lessor in writing in its discretion on the request of the Lessee with Time Extension fee if applicable. On the completion of the work the Lessee shall get the same inspected and if all the work has been done in accordance with the covenants herein contained the Lessor shall issue a completion certificate as per rule.
6. That the lessee shall obey and submit to the rules, building regulations and directions of the Lessor and the proper, municipal or other Authority now existing or hereinafter to exist so far as the same relate to the immovable property in the said GIDA area or so far as they affect the health, safety and convenience of the other inhabitants of the place.
7. That the Lessee shall at all times repair, support and keep in good and substantial condition and repair the building and out-building both externally and internally also boundary walls sewers, drains, gates and fixtures of or connected with the same and the Lessee hereby permits the Lessor and Its agents to enter upon to view the condition thereof and to give notice in writing to the lessee of any defects or want Or repair and the lessee shall within three calendar months after receipt of such notice repair and amend accordingly.
8. That the Lessee shall not make or permit to be made any alteration in or additions to the aforesaid buildings or other erections for the time being on the demised premises without the previous permission in writing of the Lessor and except in accordance with the terms of such permission and plan approved by the Lessor and in case of any deviation from such terms of plans shall immediately upon receipt of notice from the Lessor requiring him so to do correct such deviation as aforesaid, and if the Lessee shall neglect to correct such deviation for the period of three months after receipt of such notice then it shall be lawful for the Lessor to



cause such deviation to be corrected at the expense of the Lessee which expense the Lessee hereby agrees to reimburse by paying to the Lessor or amount which the Lessor shall fix in that behalf and decision of the Lessor shall be final and binding on the Lessee. The lessor shall cancel/ determine the lease in case the Lessee fails to correct variations within stipulated time and/or deposit the compounding and other charges.

- 9. That the lessee shall provide and maintain at its own cost in good repairs, a properly constructed approach road or path leading from the public road to the building to be erected on the demised premises to the satisfaction of the Lessor.
- 10. That the lessee shall not carry on or permit to be carried on the demised premises any obnoxious trade or business whatsoever or use the same or permit the same to be used for religious purpose or any purposes other than building a permitted activity as specified herein before. He shall not perform any act or thing which may cause nuisance, annoyance or inconvenience to the Lessor, the owners or occupiers of the other premises in the neighborhood.
- 11. That the Lessee shall not, without the previous written consent in writing of the Lessor transfer, sublet, relinquish, mortgage or assign his interest in the demised premises or building standing thereon or both as a whole or part of the plot or cause any sub-division of the plot. Every such transfer, sublet, relinquishment, mortgage or assignment, shall be subject to and the transferees or assignees shall be bound by all the covenants and conditions herein contained and be answerable to the Lessor in all respect thereof.

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

How ever the Lessee can mortgage the demised premises to any financial institution or any other bank recognized by RBI for raising funds for the purpose of approved project after complying with prevailing policy of GIDA and taking necessary permission of lessor wherever required by lessor.

A transfer application of plot shall be considered as per the prevailing policy of the Lessor which is subject to change from time to time. The Lessor shall impose additional conditions and shall be entitled to claim a

percentage of the unearned increase in the market value of the demised premises as per the policy of the Lessor.

That the lessee can transfer the plot as per prevailing policy of GIDA without transfer levy to his/her wife, husband, son, daughter, mother, father, grandson & grand daughter.

That in case of the death of the lessee, lessor can transfer the plot without transfer levy to the successor of deceased. In such case succession certificate of lessee as per satisfaction of lessor shall be submitted.

That the lessee without the previous permission in writing of lessor can not rent either in part or full of the plot.

In case of mortgage the GIDA will have first charge towards transfer charges, time extension charges if applicable, maintenance charges, lease rent, interest and any other dues/taxes-even those arising in future, payable to GIDA.

Provided that in event of the sale or closure of the mortgage property, the Lessor shall be entitled to claim such percentage of the unearned increase in the value of the demised premises, as the Lessor may from time to time decide. The decision of the Lessor with regard to the value at the time of shall be final and binding on the lessee.

12. That the lease deed is non-transferable except by the lessor through execution of supplementary/fresh deed. Mere possession of this Lease deed does not entitle any right in favour of the possessor however in such a case the possessor of the lease deed too shall be bound by all covenants and conditions contained herein and be liable in all respects thereof.
13. That the lessee shall not make any excavation upon any part of the demised premises nor remove any stone, sand, gravel, clay, earth or any other materials there from except so far as may being the opinion of the lessor, necessary for the purpose or forming the foundation of the buildings and compound walls and other necessary structures and executing the works authorized and for leveling and dressing the demised premises.



14. (a) That the lessee shall not erect or permit to be erected on *any* part of the demised premises any stables, sheds or other structures of any description whatsoever for keeping horses, cattle, dogs, cats, pigs or other animals except and in so far as may be allowed by the Lessor in writing.
- (b) That the lessee shall not use his plot for any kind of public religious place/construction.
- (c) If there is any requirement of under ground water supply, drainage, sewer, electricity and telephone wire within the plot area either underground or overhead in such case lessor shall have right to execute the same and lessee shall not put any objection to it.
- (d) That the lessee will keep all the construction material for building construction within his plot premises as far as possible. If it is not possible to do so under any circumstances, then he will ensure that such temporary storage of material by him does not damage the assets of GIDA (road, drain, water supply pipeline, electric line, plantation of trees etc.) and traffic is not obstructed. If any kind of damage occurs, then it will be compensated by the lessee.
15. That the lessee Shall have to establish rain water harvesting system and plantation at his/her/its own cost as per Government norms.
16. That the Lessor shall not exercise his option of determining the Lease and the lessee shall not hold the Lessor responsible to make good the damage if due to any fire, tempest, flood or violence of any army or mob or other/irresistible force any materials part of the demise is wholly or partly destroyed or rendered substantially of or permanently unfit for building purposes.
17. (a) That the Lessee shall keep the Lessor indemnified against all claims for damage which may be caused to any adjoining building or other premises in consequence of the execution of the aforesaid works and also against claims for damages if the Lessee or his workmen or servant or agent or contractor shall :
- (i) Injure or destroy any part of building or other structures contiguous or adjacent to the demised permises.
- (ii) keep the foundation, tunnels or pits on the demised premises open or exposed to weather causing any injury to contiguous or adjacent building.



- (iii) Dig any pits near the foundations of any building thereby causing any injury or damage to such buildings.
 - (b) The damages under sub-clause (a) above if assessed by the Lessor whose decision as to the extent of injury or damage or the amount payable therefor shall be final and binding on the Lessee.
18. That the lessee being a registered Partnership Firm/Limited Liability Partnership (LLP) declares, and undertakes that during the subsistence of terms of this lease deed declares, that the said partnership shall not be dissolved, reconstituted or wound up and/or dealt with in any way which may jeopardize the rights and interest of the Lessor in matter of his Lease, nor shall its constitution be altered in any manner without the written consent of the Lessor first hand obtained.

OR

The Lessee being a sole person shall not allow any person(s) without the prior written consent of the Lessor first hand obtained.

OR

The Lessee being a company shall not make or attempt to make any alterations whatsoever in the provisions of its Memorandum and Articles of Association or in its Capital structure as well as shareholding without the written consent of the Lessor first hand obtained and the Lessee hereby undertakes to get registered the prescribed particulars of the charge created with the Registrar of Companies within the stipulated period as prescribed under Companies Act, 2013. Further it shall not change its name without prior consent from GIDA nor it shall effect transfer of shares even in phases resulting in change of management/control unless a prior written permission of the Lessor is obtained.

OR

The lessee being a Trust/Society shall not make or attempt to make any alterations ^{Whatsoever} in the provisions of its bye laws, members without permission of the Lessor,

While granting its consent under this Clause the Lessor may require the Successor in interest of the Lessee to enter into a deed to abide by and faithfully carry out the terms, conditions, stipulations, provisions and agreements herein contained or such other terms & conditions as the Lessor may in it's 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. Any breach of the terms and




condition of approval for transfer/reconstitution shall result in automatic cancellation of allotment/termination of lease as the case may be.

19. That is further agreed that lease shall stand automatically terminated if there be any change in the constitution of Lessee as on the date of execution of this deed without prior approval in writing of the Lessor.
20. The Lessor shall have the right in public interest or for *Lessor's* use, to acquire the demised premises in full or part, in *such* case, the Lessor shall pay compensation on the basis of assessment by the Lessor/*as* per prevailing policy. Lessor's decision with regard to compensation shall be final and binding.
21. That if the lessee uses the allotted plot for any other purpose instead of the specified purpose, then the lessor will have the right to cancel the registration/allotment/lease deed of the allotted plot and confiscate the amount deposited by the lessee as per rules and take possession of the above-mentioned plot and all construction/property situated on it.
22. The second party will bear all the expenses incurred in the execution and registration of this lease deed.
23. That the Lessee shall be bound to give *details* of property and construction thereupon as and when demanded by the Lessor.

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

24. Notwithstanding anything herein before contained if there shall have been in the opinion of the Lessor any breach by the lessee or by any person claiming or under him of any of the covenants or conditions herein contained and on his part to be observed and performed and in particular without prejudice to the generality of this sub-clause, if the Lessee transfers relinquishes, mortgages or assigns whole or any part of the demised premises without the previous consent in writing of the Lessor as hereinbefore provided subject to exceptions as hereinbefore mentioned or if the lessee fails to establish permitted activity within the time permitted or to put the same to use in the time and manner as provided in hereinbefore or if the amount due to the lessor as rent hereby

reserved or any part of the premium or interest shall be in arrear and unpaid but shall have fallen due for payment or if the lessee or the person in whom the Lease hereby created shall be vested adjudged insolvent or if this Lessee is determined as hereinbefore specified, it shall be lawful for the Lessor without prejudice to any other right of action of the Lessor in respect of any breach of this deed to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely cease and determine and out of the moneys paid by the lessee by virtue of these presents, such amount as prescribed by competent Authority shall stand forfeited to the lessor and balance, if any shall be refunded to Lessee without any interest. However lessor shall have the right to recover premium amount with interest to compensate loss of lessor.

The lessee shall have the liberty to remove and appropriate to himself all buildings, erections and structures, if any, made by him and all his materials thereof from the demised premises after paying all dues, the premium, interest and the Lease rent upto date all Municipal and other taxes, and assessments then due and all damages and other dues accruing to the Lessor and to remove all such materials from the demised premises within three months of the date of expiration or sooner determination of the Lease as it may have 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 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 hereinbefore provided shall not be exercised if the permitted activity at the demised premises has been financed by financial institution or Bank approved by RBI and the said financial institution or bank remedy the breach or breaches within a period of 60 days from the date of the notice issued or served by the Lessor on such financing institution or bank regarding the said breach or breaches.

25. Any losses suffered by the Lessor on a fresh grant of the lease of the demised premises/plot 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.



26. That the Lessor and the Lessee hereby agree that all sums due under this lease deed from the Lessee on account of premium, rent, interest, time extension fee if applicable, maintenance charges fee etc. or damages for use and occupation or any other account whatsoever standing at present or arising in future shall be on the certificate of the Lessor which shall be final, exclusive and binding on the Lessee and be recoverable as arrears of land revenue.
27. Notwithstanding any other provisions herein contained to the contrary the Lessee shall put up the whole of the property demised under this presents for the permitted 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 whole of the land demised under these presents. The decision of the Lessor shall be binding with regard to the extent of the use as aforesaid as to whether the whole of demised land has been utilized or only a portion 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/ as whole at the discretion of the Lessor.
28. That any relaxation or indulgence granted by the Lessor to the Lessee shall not in anyway prejudice the legal right of the Lessor.
29. The stamp duty and registration charges of this lease deed shall be borne by the Lessee.
30. In case the lessee does not construct on the allotted plot/make the unit operational as per prevailing policy of GIDA within two years after allotment of the plot, then time extension fee as per rates fixed by GIDA will be payable by the Lessee or the plot shall be canceled.
31. The lessee will have to obtain the completion/occupancy certificate of the allotted plot from GIDA.
32. (i) All notice, orders and other documents required under the terms of the lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P.Act No.VI of 1976) or an rule or regulation made thereunder shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act 1973 as re-enacted and modified by the Uttar Pradesh Presidents Act (Re-enactment with modification) Act, 1974 (U.P. Act No. 30 of 1974).



(ii) In the event any disputes arise with regard to terms and conditions of this Lease Deed, the same shall be subject to the jurisdiction of courts under jurisdiction of High Court of Judicature at Allahabad.

(iii) The building policy, bye laws, rules *and* regulations framed by Lessor as amended from time to time shall be binding on the Lessee and shall hold primacy over the conditions of lease wherever in contradiction. If the Lessee does not abide with the terms and conditions and building rules or any other rules framed by the GIDA, the lease may be cancelled by the Lessor and the possession of the demised premises may be taken over by the Lessor and the Lessee in in such an event will not be entitled to claim any compensation in the respect thereof.

(iv) Chief Executive officer of the Lessor reserves the right to make such additions, alterations and modifications in this lease deed as may be considered just and expedient.

33. All powers exercisable by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers exercisable by it under this lease.
34. Provided that the expression Chief Executive Officer shall include the Chief Executive Officer, for the time being or any other officer who is entrusted by the Lessor with function similar to those of the Chief Executive Officer.
35. The lessee will mention in the postal address of their correspondence letter invariably the name of GIDA Industrial Sector.
36. Regarding the construction available on plot sale deed has already been executed & registered on.....Bahj No.....Zild No.....Page No..... to....., Serial No.....at Sub Registrar Office, Sahjanwa. A photocopy of the same is annexed herewith & makes a part of this deed.

DECLARATION

(In case of Lease of Plot Previously Leased to some other Party)

- (a) I.....
(having status of Lessee of Plot No....., Sector.....
 heaving area of.....Sqm. and boundary On North-....., South-
 East....., West.....in Gorakhpur

Industrial Development Authority do hereby declare that I have read the terms of the lease deed and agree to abide by them. Further my successors, assigns, authorised representatives or any other person claiming right through me shall also abide by the terms and conditions of this lease deed.

(b) I also understand that the aforesaid plot had earlier been given by the lessorto..... and Lease Deed dated.....duly registered at Sub-registrar, Sahjanwa, Gorakhpur on dated.....Bahj No....., Zild No....., Page No..... to....., Serial No.....Lease deed has ceased & Surrender deed has been registered on.....Bahj No....., Zild No.....Page No.....to....., Serial No.....

(c) I hereby undertake that incase I am not able to get or retain possession of the plot being leased due to any court case or legal proceeding initiated by the prior lessee. I shall not be eligible for any reimbursement from the lessor and shall be liable to defend the civil action or proceeding at my own cost.

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

For and on behalf of Gorakhpur Industrial Development Authority

Signed By:

1. Witness

:

2. Witness

:

For and on behalf of the Lessee

Signed By:

1. Witness:

2. Witness:

[Handwritten signature]
(A cett)

[Handwritten signature]
W
ACED

[Handwritten signature]

[Handwritten signature]
Kang (ad/ban)

[Handwritten signature]
P.B.P.

[Handwritten signature]
GM(E)