

## LEASE DEED

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Industrial Plot No..... 53 H ..... Block No..... 60 .....  
No..... XI ..... Phase..... I ..... in the layout plan of New Okhla Industrial Development Area,  
District Gautam Budh Nagar, U.P., India.

THIS LEASE DEED MADE on the..... 26th ..... day of..... March .....  
year one thousand nine hundred and..... 1986 ..... (BETWEEN New Okhla Industrial Develop-  
ment Authority, a body corporate constituted under Section 3 of the U.P. Industrial Area Development Act,  
1976 (U.P. Act. No 6 of 1976) hereinafter called the 'the Lessor' of the one part AND

Sri..... Naresh Kumar ..... aged..... 26 ..... year  
S/o..... Sh. Laxmi Ram .....  
R/o..... 2758 / 240 Hansapuri Tr. Nagar, Delhi.

proprietor of single owner concern carrying on business in the name of

M/s ..... Naresh Kumar & Sons .....  
situated at ..... W. 53 H / 27 NO. 12 .....

OR

1. Sri ..... aged ..... year  
S/o .....  
R/o .....
2. Sri ..... aged ..... year  
S/o .....  
R/o .....
3. Sri ..... aged ..... year  
S/o .....  
R/o .....
4. Sri ..... aged ..... year  
S/o .....  
R/o .....

1. Naresh Kumar

AS LEASE DEED WITNESSETH AS FOLLOWS :

consideration of the already premium paid and agreed to be paid by the Lessee at the time and in 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 observed and performed the Lessor both hereby demise to the Lessee all the plot of land numbered as..... 53 H .....in Block..... 6 .....Sector No..... XI .....situated within the New Okhla Industrial Development Area, District Gautam Budh Nagar containing by measurement..... 301.75 .....sq. mts. be the same a little more or less and, bounded :-

ON THE NORTH BY..... Delhi U.P. Border

ON THE SOUTH BY..... I & A Meter wide Road

ON THE EAST BY..... U.P. Border

ON THE WEST BY..... W-53 E, W-53 F, W-53 G

and which said plot of land is more clearly delineated and shown in the attached plan and there in marked red to hold the said plot of land (hereinafter referred to as "the demised premises") with their appurtenances upto the Lessee for the term of 90 years from the..... 17th Feb. day of 1977 (hereinafter called 'the said term') except and always reserving to the Lessor its successors

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

(b) Full rights and title to all mines and mineral in and under the demised or any part thereof, yielding and paying therefore, yearly in advance during the said terms upto the lessor on the..... day of ..... in each year the yearly rent at the rate of 2-1/2% of the total premium payable during the first ten years "That the lessee shall pay unto the lessor at its office or as otherwise directed lease rent in advanced on yearly basis. The lease rent would be Rs. 711.00 on the 1st annnly for the first 10 years chargeable from the date of execution of the lease deed and would be payable within 10 days from the date of execution of the lease deed. Subsequently the lessee shall pay lease rent annually in advance without waiting for any demand notice or reminder therefore. The lease rent may be enhanced after every 10 years, from the date of execution of the deed by an amount not exceeding 50% of the annual lease rent payable at the time such enhancement in case of default in payment of lease rent interest @ 24% per annum compounded every half yearly would be chargeable for the delayed period". When lease rent will be revised a supplementary deed will be executed, after expiry of 10 years, if required.

The lessee shall pay to the lessor the premium of Rs. 12471.75  
Twelve thousand four hundred seventy one and five censeters only (Rs. .... only) out of which  
already been paid the receipt whereof the lessor hereby acknowledges and balance sum of  
Rs. .... (Rs. .... only) shall be paid in.....  
half yearly instalments alongwith equated 15% per annum interest bearing from the date of issue of allot-  
ment letter the interest to be compounded half yearly the first instalments falling due for payment on the  
30th day of June or the 31st day of December, which ever falling earlier after the expiry of the period of six  
month next to the date allotment of the demised premises and the remaining instalments falling due con-  
secutively as follows :

1. Rs. .... on the ..... day of ..... 19 .....
2. Rs. .... on the ..... day of ..... 19 .....
3. Rs. .... on the ..... day of ..... 19 .....
4. Rs. .... on the ..... day of ..... 19 .....
5. Rs. .... on the ..... day of ..... 200 .....
6. Rs. .... on the ..... day of ..... 200 .....
7. Rs. .... on the ..... day of ..... 200 .....
8. Rs. .... on the ..... day of ..... 200 .....
9. Rs. .... on the ..... day of ..... 200 .....
10. Rs. .... on the ..... day of ..... 200 .....

Provided that the interest shall be computed as the rate mentioned above on the total amount of the balance outstanding from time to time from the date of allotment i.e. and shall be payable half yearly on the 30th day of June and 31st day of December each year, the first of such payment to be made on the ..... day of ..... 19 ..... falling earlier.

Provided that if the instalments together with the interest accruing thereon are not paid by or on the due date. Interest at the rate of 24% compounded at six monthly shall be charged for delayed payment for delayed period.

Provided further that if any instalment or the interest accruing there on is not paid on the due date compound interest at the rate of 24% per annum shall be chargeable with six monthly rests on the premium due.

payments made by the Lessee shall be first adjusted towards the interest due, if any and thereafter towards the premium, if any and the balance, if any, shall be appropriated towards the lease rent notwithstanding any directions/request of the lessee to the contrary.

(e) If lessee makes default in payment of premium and interest for three consecutive instalments the Lessor shall have a right to determine the lease and to resume possession.

III (1) That the Lessee shall not at any time carry on or permit to be carried on upon the demised premises and trade or business whatsoever or time or permit the same to be used for any purpose other than the manufacture of ~~Computer Components~~ without the consent in writing of the lessor first had and obtained :

(2) The Lessee shall pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter be assessed, charged or imposed upon either the Lessor or the Lessee to occupy in the respect of the demised premises or the building to be erected hereon.

(3) That the Lessee shall pay upto the Lessor the said rent on the days and in the manner hereinbefore appointed for payment thereof clear all deductions.

~~start construction within two months from the date of possession~~  
(4) That the Lessee at his own cost shall erect on the demised premises in accordance with the layout plan, elevation and design and in a position to be approved of in writing by the lessor in a good substantial and workman-like manner a building to be used as industrial factory with all necessary out buildings, sewers, drains and 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

~~within eight months from the date of possession~~  
in respect of building drafts, latrines and communication with the sewers and shall complete the construction of factory building and make the unit functional within a period of ~~30~~ months from the due date of possession or within such extended time as may be allowed by the Lessor of writing in its discretion on the request of the Lessee, 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.

In event of allottee having power requirement after having been allotted industrial plots/sheds for specific project of certain scale. The additional expenditure to be incurred on cable laying etc. such a circumstances shall be borne by the Lessee.

(5) That the lessee shall not erect and building construction of structure except in accordance with the building plan to be approved by the lessor and shall comply with all regulations made or direction issue by the Lessor for the erection of building or other architectural requirements in that behalf.

*the Lessee shall obey and submit to the rules, building regulations and directions of the Lessor,  
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 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 factory building and out building both externally and internally also boundary and other 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 reparation 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 plan 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 the 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 the amount which the Lessor shall fix in that behalf and the decision of the Lessor shall be final and binding on the Lessee.

(9) That the Lessee shall provide and maintain as its own cost in good repairs 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 or the industrial purpose specified hereinbefore premises or any part thereof, any act or thing which may be grow to be nuisance annoyance or inconvenience to the Lessor the owners or occupiers of the other premises in the neighbourhood.

The lessee shall ensure that the industrial effluents discharged by their unit shall meet the standards laid down by Central or State Govt. to control the pollution and the lessee shall be governed by the state or the central enactment on the subject.

II (a) That the lessee shall not employ and process in the manufacture of item approved by the lessor which may cause environmental hazard, viz. atmospheric pollution, effluent, discharge, or in any form

The Chairman/Chief Executive Officer of the lessor reserves the right to make such additions, alterations and modifications as may be considered just and expedient.

(g) All powers exercisable by the Lessor under this lease may be exercised by the Chief Executive Officer of the Lessor. The Lessor may also authorise any of its officers to exercise all or as of the powers exercisable by him under this lease.

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.

**IN WITNESSTH HEREOF** the parties here to have set their hands the day and in the year first above written.

Signed by

for and on behalf of the Lessor  
सहायक वित्त वापरकारी  
मोरेंडा

1. Witness HMA Shanker

Address 2759 Hansapuri

Phase 4, Ghatkopar East

2. Witness \_\_\_\_\_

Address \_\_\_\_\_

Narendra Kumar  
for and on behalf of the Lessee