

**SCHEDULE-IV
(LEASE DEED FOR LAND/SHED IN INDUSTRIAL AREA)**

(Common for land/building)

This Deed is made on this day of between the Governor of Chhattisgarh, acting through the Executive Director, Chhattisgarh State Industrial Development Corporation Ltd., Raipur (hereinafter called The Lessor which expression shall where the context so admits including his successor in office) of the one part and **M/s** , Raipur Chhattisgarh in Tehsil of District acting through Director **Mr.** , **S/o** registered Office at Raipur registered under Indian Companies Act, and also registered as Small Scale Industry with District Industries Centre, Raipur, Chhattisgarh having its regd. office at Raipur (hereinafter called the 'Lessee') which expression shall, where the context so admits include its successors and permitted assigns of the other part.

(For land)

Where as upon the request of the lessee, the lessor has agreed to grant to the lessee, subject to the terms and conditions hereinafter specified, a lease of the piece of a land in the industrial area/estate at comprising of an area measuring approximately **sq. ft.** (.....acres) or there about, situated in the village/city of Tehsil of the District. More particularly described in Schedule hereto annexed and thereon coloured red (hereinafter referred to 'the said land') for a term of years commencing from and ending on for the purpose of construction and establishing thereon a factory for **etc.** and purpose ancillary thereto (hereinafter referred to as the said business).

(Common for land/building)

And whereas the lessee has agreed to take the lease on the said terms and conditions.

Now therefore this deed witnesseth and it is hereby agreed and declared as follows :

(Common for land/building)

1. In consideration of the premium and rent (for land) or rent (for premised) herein reserved and the covenants on the part of the lessee herein contained, the lessor shall demise to the lessee and the lessee shall accept a lease of the said land/building to hold the same for the purpose of **etc.** for a peiod of years commencing on the date on which the possession of said land/premises is handed over to the lessee.

1.(A) The lessee hereby agrees to take possession of the land leased out to him within thirty days from the date of execution of the lease deed and he further agrees to take possession of the land in the condition it exist on that date.

(For land)

2. The lessee having paid to the lessor for said land the advance rent and premium of **Rs.** **/- (Rs.** **only)** as prescribed under Rule 10 of the Madhya Pradesh Industries (Allotment of shed, plots and land) Rules, 1974 (hereinafter referred to as the said rules), and deposit for the said land three years rent **Rs.** **/- (Rs.** **only)** as security amount within thirty days of the exucution of this deed.

Thereafter, during the terms of the lease the lessee shall pay to the lessor Annual Ground Rent of **Rs.** **/- (Rs.** **only)** and Annual Development Fund for maintenance of Industrial Area **Rs.** **/- (Rs.** **only)** and Annual Street Light charges of **Rs.** **/- (Rs.** **only)** and such other sums as may be determined in accordance with Clause 3 hereunder on or before 10th day of January of each year in the office of the Managing Director, Chhattisgarh State Industrial Development Corporation Ltd. or such place or places as the Managing Director from time to time may direct.

(For building)

The lessee having paid to the lessor for the said premises the advance rent as prescribed under Rule 10 of the said rules he shall pay to the lessor for the said premises one year's rent as security deposit within thirty days of the execution of this deed. Thereafter, during the terms of the lease, the lessee shall pay the lessor a monthly rent of Rs. /- (Rs. only) on or before the 10th day of each calendar month at the office of the Managing Director, Chhattisgarh State Industrial Development Corporation Ltd. or at such places as the Managing Director from time to time may direct.

2.(A) The charges of development for maintenance of Industrial Area and Street Light charges are subject to revision from time to time and the lessee hereby agrees to pay the revised charges so fixed by the lessor from time to time.

3. If the yearly/monthly rent of the land/premises and annual development fund for maintenance of Industrial Area or any part thereof is not paid within one month after the date prescribed by the Managing Director, Chhattisgarh State Industrial Development Corporation Ltd., the same will have to be deposited with interest @ 18 % per annum for the first one year / 12 months of such default and @ 24% per annum for the remaining period thereafter.

(For land)

4. The ground rent of Rs. /- (Rs. only) per annum shall be liable to be increased on the expiry ofyears from the date of execution of this deed and also at subsequent, intervals of years, provided that the increase on each occasion may not exceed one quarter of the rent fixed for the proceeding 30 years.

(For building)

The monthly rent as mentioned in clause 2 above shall be reviewable from time to time subject to the conditions, that the enhancement of rent at any one time may not exceed 30% of rent payable at the time of review.

(Common for land/building)

5. The lessee shall from time to time and at all times during the term of the lease pay and discharge except as aforesaid, all taxes, rates assessments and other charges and out-going which are or may at any time hereafter during the said terms be assessed, charged or imposed upon the said land/premises whether on the land lord or on the tenant.

(For land)

6. The lessee hereby agrees that he shall within a period of one year, in the case of small scale industry, and within a period of three years, in the case of large and medium scale industry, from the date of his taking over possession of the land implement the project and go into production.

(For land)

7. The lessee hereby agrees that he shall utilize the complete land leased out to him hereunder for implementation of the project or for its expansion within a period of three years in case of SSI and five years in case of Medium & Large Scale Industries for the above said purpose.

(For land)

8. The lessee further agrees that if he is unable to utilize the complete land lease out to him within the period prescribed in clause 6 or 7 the lessors shall have the right of re-entry in the surplus unutilised land without payment of any sort or compensation after giving due opportunity for representing his case.

(For land)

9. The lessee shall submit to the lessor or any officer authorised by him in writing from time to time, the plans and specification for the said construction which shall be in accordance with the plans and specifications as may be approved by the lessor.

(Common for land / building)

10. The lessee shall use said premises, land and building structures and works, erected or constructed thereon only for the purpose of the said business of manufacturing of etc. and other allied products as mentioned in project

report/provisional registration for construction of offices, administrative building, godown and shall not use the same or any other, part thereof or permit it or any other part thereof to be used for any other purpose without the previous permission in writing of the lessor.

10.(A) The lessee shall not sink well/tube well without the written permission of the lessor or any other officer authorised by him. The permission will be subject to such terms and conditions as the lessor may deem fit and it will be binding on lessee.

"P rovided that no permission will be given in an industrial area in which the lessor or any other person or agency authorised by the lessor is operating or, proposes to operate a water supply scheme, without imposing a fixed amount of water charges (for drawing water from under the ground) which shall not be less than,

i) Rs.500/- (Rs. five hundred only) per month in case of SSI & Rs. 5000/- (Rs. five thousand only) per month in case of LMI, or commercial activity, if water is not used for any process of production.

ii) Rs. 2000/- (Rs. Two thousand only) per month in case of SSI & Rs. 10,000/- (Rs. Ten thousand only) per month in case of LMI, or commercial activity, if water is also used for any process of production."

11. The lessee shall, at his own expenses forthwith erect and at all times maintain, repair and keep in good condition all boundary marks and pillars alongwith the boundaries of the said land according to the demarcation shown in the plan hereto annexed.

(Common for land/building)

12. The lessee shall keep the said premises, land and building erected thereon in a condition fit for habitation and at his own expenses the effluent treatment systems as prescribed by the M.P./Chhattisgarh Pollution Control Board or the local authority concerned.

(For building)

13. The lessee shall not make any permanent and termprary additions or alterations whatsoever in the said premises without obtaining the prior consent in writing of the Industrial Commissioner. The decision of the Industries Commissioner with regard to what constitutes additions or alterations, shall be final and binding on the lessee.

(For building)

14. If there is any necessity of any additions or alterations to the said premises to suit any particular requirement of the lessee the same may be made by the lessee at his own cost with the previous permission in writing of the Industries Commissioner. This permission may be refused if the same is considered undesirable or unsafe for the premises. Any addition and alterations carried out by the lessee shall be subject to removal of the expiry of the said term at the lessee's cost, if so required by the Industries Commissioner. If the Industries Commissioner does not insist on such removal, no compensation or expenses incurred in making the addition and alterations shall be payable by the lessor to the lessee.

(Common for land/building)

15. The lessee shall not sublet, assign or otherwise transfer the said premises/land or any part thereof or any building constructed thereon for any prupose, whatsoever, except as provided in rule 19 of the said rule.

(Common for land/building)

16. The lessee shall not change the constitution of ownership of the unit without the prior permission of the Allotting Authority in writing. If due to the change in the constitution the share of the original allottee has reduced to less than 50% share that it will be deemed to be taken that unit has been transferred to some other hand and accordingly the case of transfer shall be death with by the lessor.

(For land)

17. The lessee shall plant at least fifty trees per hectare of land allotted to him at his own cost and shall be liable to maintain them. The lessee shall not be entitled to recover any

expenses on this account. Failure to comply with this condition shall be deemed as a breach of the condition of allotment of the said premises.

(Common for land/building)

18. The lessee shall not carry on any offensive trade or business on the said land/premises. The decision of the Allotting Authority with regard to what is offensive trade or business shall be final and binding on lessee.

(Common for land/building)

19. While using the said land/premises, if the lessee cause any harm or injury to any person, he shall be liable to pay compensation or damages in the same manner as a tenant of land/building is general liable to pay.

(For building)

20. The lessee shall insure and keep insured the in the name of the Industrial Commissioner and shall at all times during the said term keep the same insured independently and separately against any loss or damage caused by fire and against all other risks, as the Industries Commissioner may require, in the sum of Rs. (Rs. only) with an Insurance Company approved by the Industries Commissioner and shall deposit with the Managing Director, Chhattisgarh State Industrial Development Corporation Ltd., Raipur all such insurance policies and receipts of payment of the premiums in respect of the same. The lessee shall insure the said premises independently of and not alogwith any of the property of the lessee.

(For building)

21. The lessee shall complete all formalities required under clause 20 above and deposit the insurance policy and receipt of payments towards the same with the Managing Director, Chhattisgarh State Industrial Development Corporation Ltd. within the period of one month from the date of taking over possession of the said premised by the lessee.

(Common for land/building)

22. The lessee shall comply with all acts, rules and regulations in force from time to time in respect of the working of **M/s**

(Common for land/building)

23. The lessee shall continuously run, during the period of lease the factory for which the land/premises is allotted. Closure of the factory for a continuous period exceeding six months without proper reasons to the satisfaction of the Allotting Authority be considered as a breach of this condition.

(Common for land/building)

24. The lessee shall during the said term keep the said land/premises in a reasonably good condition.

(For building)

25. The lessor shall carry out all such normal repairs to the said premises as he may deem necessary. If any repair are occasioned by any reglignce for default on the part of the lessee, the same shall be carried out by the lessee at his own cost or by the Industries Commissioner as to what shall constitute normal repairs and whether any repairs are occasioned by any negligence or default on the part of the lessee shall be final and binding on the lessee.

(for building)

26. If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for six calender months in the case of land and two months in the case of premised next after the date whereon the same shall have become due, whether the same shall have been lawfully demanded or not or if the lessee becomes insolvent and/or goes into liquidatin voluntarily or otherwise or if there be any attachment on the said premises or there is a breach or non-observance by the lessee of any of the conditions and covenants therein contained and the lessee fails to remedy the breach within sixty days of the notice in writing given by the lessor or becomes insolvent or enters into an agreement with his creditors for composition of the industry, this lease will be deemed to have been terminated and the

lessor may notwithstanding the waiver of any previous cause right of re-entry and without prejudice to any right or remedy of the lessor for recovery of rent remaining due under the lease upon the said land/premises and repossess the same as, if this demise had not been made.

(For land)

27. On the expiry of the lease period or termination of the lease due to breach of the conditions of the lease deed or surrender of land after the execution of lease deed, the lessor, shall have the right of re-entry over the land/premises. On such re-entry, the lessor may refund to the lessee the premium/cost of acquisition paid by the lessee at the time the land was allotted/leased out to the lessee in the following manner :-

(i) Full premium, if surrender of allotted/leased land occurs within one year and three years, in respect of small scale industry, and large and medium industry, respectively.

(ii) 10% less, if surrender of allotted/leased out land occurs after one year but within two years, and after three years, but within four years in respect of small scale industry, and large and medium industry respectively.

(iii) 20% less if surrender of allotted/leased out land occurs after two years but within three years, and after four years but within five years in respect of small scale industry, and large/ medium industry respectively.

(iv) No refund of premium shall be permissible to unit not falling under category (i), (ii) and (iii) above.

(For land)

28. On termination / surrender of lease, the lessee shall be given an opportunity to transfer or otherwise dispose off the building, plant and machinery and any other construction on the said premises within the period of 3 months in a manner acceptable to the lessor. After the said 3 months period the lessor shall have the full right on all the property left over in the free to dispose it off accordingly.

(For building)

29. The lessee shall hand over the said building to the lessor, at the expiry of the said term or on the earlier determination of the lease in the same condition as was handed over when occupied or received by the lessee after reasonable wear and tear expected.

(For land)

30. The lessor may at his discretion if the lessee shall have duly paid to rent hereby reserved and observed and performed the conditions herein contained at the request and cost of lessee, renew the lease for a further period of FIVE years.

Provided that the rent may be enhanced for the grant of every renewed lease and that every renewed lease shall contain such of the conditions herein contained as shall be applicable and such other conditions as may be thought necessary by the lessor.

(For land)

31. Lessee may surrender the leased area in part or whole by giving to the lessor, THREE calendar months notice in writing of his intention to do so.

(Common for land/building)

32. All costs and expenses incurred or which may be incurred for preparation, execution and registration of this lease shall be borne and paid by the lessee, subject to such relaxations as may be approved by the lessor in this behalf.

(Common for land/building)

33. It is FURTHER DECLARED THAT THE lessee shall deposit a sum of **Rs.** /- (**Rs.** **only**) as security in pursuance of clause 2 of this lease deed for the due payment of the rent

and observance and performance by him of the several conditions herein contained.

(Common for land/building)

34. Upon breach or non-observance by lessee of any of the terms and conditions herein contained it shall be lawful for the lessor to forfeit the security deposit referred to in clause 33 above, without prejudice to any other right or remedy of the lessor in that behalf/and to resume the possession of the said land/premises.

(Common for land/building)

35. The security deposit unless forfeited as aforesaid and after deducting all such sums as may be due to and recoverable by the lessor under these presents, shall be returned to the lessee after determination of the lease by efflux of time or otherwise.

(Common for land/building)

36. The lessee may file a representation if he is aggrieved by an order of the Allotting Authority as under :-

A representation may be filed before the Board of Director of Chhattisgarh State Industrial Development Corporation Ltd., Raipur against Original Order of the Managing Director, Chhattisgarh State Industrial Development Corporation Ltd., Raipur, Commerce and Industry Department against in original order of the Board of Director, Chhattisgarh State Industrial Development Corporation Ltd., Raipur.

HOWEVER such a representation shall be made within Thirty (30) days of the receipt of an original order.

37. The lessee shall provide regular employment to one persons belonging to those families who been disposed from their land due to its acquisition for the Area/Estate/Growth Centre within one year of its going into production. The list of persons entitled for consideration under this clause will be as provided by the District Collector.

OR

(Where the major portion of aquired land is to be used for a particular industry).

The lessee shall rehabilitate one person belonging to each of those families which have been disposed due to acquisition of their land for Industrial purpose according to the rehabilitation programme as approved by the Industries Commissioner. This rehabilitation programme will have to be implemented fully within one year of its going into production.

(Strike out whichever is not applicable)

(Common for land/building)

38. The industries Commissioner or any other officer to whom the powers of allotment have been delegated will also be competent to terminate the lease deed on behalf of the lessor.

(Common for land/building)

39. All sums recoverable under this deed may be recovered as arrears of land revenue.

40. The development works in the Industrial Area will be done by the lessor according to its programme of work and completed as early as possible depending on availability of funds but non-execution or non completion of any work shall not entitle the lessee to withhold or raise objection to the payment of street light or maintenance charges or any other amount due and payable to the lessor.

41. In the event of any dispute arising between the parties in respect of the deed or any other matter whatsoever connected therewith the RAIPUR Courts shall have the Jurisdiction.

SCHEDULE

Name of Village :

Name of Tehsil :

Name of District :

Name of Industrial Area :

Plot No. :

Size of Plot :

SURROUNDED BY :

On North :

On South :

On East :

On West :

Above details shown in the annexed map.

In witnesseth whereof the parties hareto have signed this deed on the date and year respectively mentioned against their signature.

Signed by Lessor **Executive Director**,

(signature) Chhattisgarh State Industrial Development

Corporation Ltd.

LIC Commercial Campus, Pandri, Raipur

Date : On behalf of the Governor of Chhattisgarh

Witnesses :

1. Signature

Name and address

2. Signature

Name and address

Signed by Lessee

(Signature)

Date : On behalf of M/s

Witnesses :

1. Signature

Name and address

2. Signature

Name and address