

12998

Lease

90 yrs

कार्यकारी निदेशक, बिहार औद्योगिक
क्षेत्र विकास प्राधिकरण, पटना
पत्रांक 6504 दिनांक 8-10-09
के द्वारा जारी है।

10/10
10/10
10/10

LEASE - DEED

This INDENTURE made this day of the 8.10.09..... Between the Bihar Industrial Area Development Authority, Patna (hereinafter called "Lessor" which expression shall where the context so admits or implies include his successors in office and permitted assigns) of the ONE PART through the **Executive Director, Patna.**

AND

M/s Buddha Multiplex Hotel & Management, Sri Awadhesh Kumar, 83, Ashok Nagar, Gaya. (hereinafter called the "Lessee" which expression shall where the context so admits or implies include his successors, legal representatives and permitted assigns) of the OTHER PART.

WHEREAS THE LESSEE has applied for land to this Authority, and has been allotted the piece of land described and specified in Part-I of the schedule appended hereto belonging with all rights, easements and appurtenances thereto **M/s Buddha Multiplex Hotel & Management** except reserving unto the lessor all mines, minerals in and under the said land or any part thereof for establishing a factory and manufacturing, **Multiplex Hotel & Management & Educational.**

Buddha Multiplex Hotel & Management
Secretary
01/10/09

10/10
3/10/09
Executive Director
Bihar Industrial Area Development Authority
PATNA





बिहार सरकार

जिला निबंधन कार्यालय, गया

Mannu Ram (Exe.Dire)

दिनांक 09/10/2009 को

निबंधन हेतु उपस्थापित किया गया। इसमें रु० 0/-

मुद्रांक शुल्क एवं रु० 295/-

निबंधन तथा

द्वारा यह दस्तावेज अन्य शुल्क का भुगतान किया गया। दस्तावेज ग्राह्य पाया गया। जिन लेख्यकारियों ने मेरे समक्ष इसक निष्पादन स्वीकार किया उनके तथा उनके पहचानकर्ता के नाम, फोटो, अंगुलियों के निशान एवं हस्ताक्षर पीछे अंकित है। इस दस्तावेज सं० 12996 के रूप में पुस्तक सं० 1 की जिल्द सं० 180 के पृष्ठ सं० 525 से 534 तक CD 28 में आज निबंधित एवं कुल 10 पृष्ठों में संधारित किया गया।

(Md.Kamal Ashraf)

निबंधन पदाधिकारी
















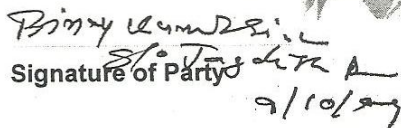


Date : 09/10/2009

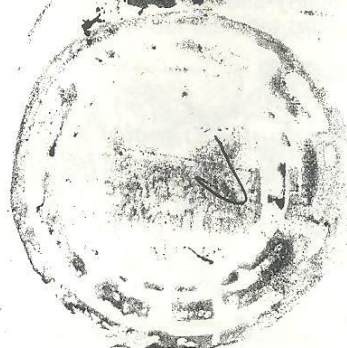
Mannu Ram
09/10/09



Serial No :
Token No : 13978

Deed No :
of 2009

Type & Status of Party	Name of Party	Photo	Thumb	Index	Middle	Ring	Little
Lessee	Awadhesh Kumar  09.10.2009 Signature of Party						
Presented by Self	Mannu Ram (Exe.Dire)  09/10/09 Signature of Party						
Lessor	Mannu Ram (Exe.Dire)  09/10/09 Signature of Party						
Identifier	Vinay Kumar Sinha  Signature of Party 9/10/09						



NOW THIS INDENTURE WITNESSETH

In consideration of the bond executed by the lessee and the payment to the Lessor by the Lessee of the first installment of **Rs. 6,96,704.00 (Six lac ninty six thousand seven hundred four rupees)** only, being 30% of the total cost **Rs. 23,22,347.00 (Twenty three lac twenty two thousand three hundred forty seven rupees only)** calculated on land & Maintenance Charge on adhoc basis @ **Rs. 20.31 & 20.31 per Sq.ft.**, The balance shall be paid in seven equal annual installment carrying interest @ 5% every year till finally liquidated. Including proportionate development cost of area on or before the execution of these present and of the area on or before the execution of these presents and of the rent hereby reserved and of the covenant and agreement on the part of the Lessee and fully mentioned in Part-II of the schedule which too is an integral part of this deed, the lessor doth hereby demise unto the lessee all that piece of land mentioned and described in Part-I of the schedule.

**SCHEDULE
Part-I**

Details of the land to be leased out hereinafter referred as:-

Industrial Area/Estate	Industrial Plot	Survey	Khata	Area	Vill	Thana No.	P.S.	Pargana	Dist.	Sub Registry
Gaya	B- 1	529	90	108900 (2.50) Acre Sq.ft.	Tekuha	352	Bodhgaya	Pahara	Gaya	Gaya

BOUNDARY

NORTH : **Industrial Plot No.- B- 2.**
SOUTH : **100'-0" Wide Industrial Road.**
EAST : **50'0" Wide Industrial Road.**
WEST : **Private Land.**

Possession taken over the plot on **18.05.2008**

Two copies of tracing Cloth maps duly signed by **Development Officer, B.I.A.D.A., Patna** enclosed.

PART-II

TERMS AND CONDITIONS OF THE LEASE:-

1. That the lease of land detailed in Part-I of the scheduled is given for **90 years** to the Lessee by the Lessor subject to renewal at the option of either part of the indenture for such period as may be mutually agreed upon.
2. That the lessee would pay to the Bihar Industrial Area Development Authority the proportionate cost of development of land leased which would include the cost of construction of roads for communication purpose, laying of sewerage and water pipes, construction of electric lines etc. and other expenditure as may be described to be part of the development cost by the Bihar Industrial Area Development Authority, Patna.
(a) That the decision of the Bihar Industrial Area Development Authority, Patna with regard to calculation of the development cost would be final and such cost would be subject to revision by the Bihar Industrial Area Development Authority periodically and the revised cost would be applicable to lessee applying for land after such revision.

**Executive Director
Bihar Industrial Area Development Authority
PATNA**

**Buddha Multiplex Hotel
& Management**

Secretary

In case the lessor is saddled with a decretal amount awarded by a court, the same will be added in the cost of land making it payable by the Lessee. If even after allotment of land the decretal amount, as a consequence of an award passed by a court with respect to the land allotted, shall be added to the cost of the land and the same will be payable by the Lessee.

(b) In case necessary effective steps are not taken within the fixed period to establish the industry, the authority shall cancel the allotted plot/shed and also forfeit the amount deposited in this connection. The Authority shall, before canceling the allotment allow one month time to the allottee to put up his case. The allottee on being dissatisfied with the order of the authority may file an appeal to the State Government within one month and the State Government shall, after due consideration dispose it of within two months from the date of receipt of the appeal.

(c) That the lessee shall pay to the Lessor or his nominee the all such Legal expenses as incurred before or after the signing of the lease deed.

(d) All costs relating to recovery of dues and land, handing/taking over of plots and charges related to and in pursuance of resumption of land by BIADA shall be recovered from the allottee/lease holder.

3. That in case the actual cost of development, if could not be finally determined at the time the lessee is put in possession of the land, the lessee shall pay, tentative cost of development as may be fixed by B.I.A.D.A., and shall also execute a bond in favour of the lessor giving an undertaking to pay on demand the balance of the cost of development along with such other costs of the land if any, be determined by the Bihar Industrial Area Development Authority. Apart from the Development cost, any dues found to be with respect to the land, will be payable by the Lessee.

(a) That the Lessee will also be liable to pay the cost towards the maintenance of the infrastructure facilities in the Industrial Area from time to time as determined by the Bihar Industrial Area Development Authority, Patna.

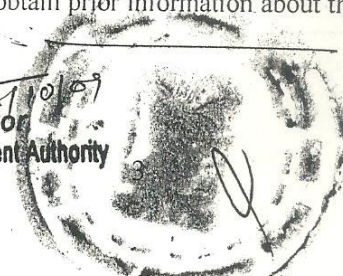
(b) In case of any change in the ownership or possession of the lease hold or any part thereof either by auction purchase or transfer by the lessee with the permission of the lessor in terms and conditions of the Lease deed such person so stepping into the shoes of the lessee shall get a fresh lease deed executed for the rest of the period on the same terms and conditions of the lease and such person shall not be entitled to use the lease hold or any part thereof for any other Industrial purpose than the one for which this lease has been granted. In case of such person intends to use this lease hold or any part thereof so transferred to him for any other industrial purpose than the one for which this lease has been granted such lease with such person shall be subject to approval by the lessor for such other industrial purpose and on getting such approval shall be liable to pay at the rates, prevailing at that time for the land etc. in question as per norms of the BIADA.

4. That the lessee shall pay **Rs. 2500.00** annually to the Bihar Industrial Area Development Authority, Patna or their nominee such rent as prescribed, in one installment on or before 31st March every year. The said ground rent is liable to be doubled after every four years and thereafter may be revised after every twenty years in accordance with the provisions of law and rules framed by the Government or the Bihar Industrial Area Development Authority, as the case may be, in force for the time being and in absence of any such law and rules, as it may be fixed by the lessor.

(a) In addition thereto, if any outstanding dues come to light at any later date on audit/ accounting or otherwise, the lessee shall pay the same as well to the lessor with interest and within such time as the lessor may decide.

(b) The financial institution which mortgages the lease hold or any part thereof, in the event of sale, shall obtain prior information about the dues other than the cost of

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21/01/09
Executive Director
Bihar Industrial Area Development Authority
PATNA



Buddha Multiplex Hotel & Management...

Secretary

21/01/09

the land from BIADA and indicate in the notice for sale that the purchaser will be given possession of the lease hold by such financial institution only when the dues of BIADA is cleared and a clearances certificate is obtained from BIADA.

Notwithstanding above, the BIADA can resume possession of the leasehold at any time even if the leasehold is mortgaged to any Bank/Financial Institution.

(c) That the lessee shall also pay Rs. Nil to lessor or its nominee / successor or assign, as the case may be, such maintenance charge as may be prescribed and in such manner as may be specified. In case of failure or default on the part of the lessee so to pay the said amount in the said manner the lessee shall have to pay interest or penal interest. Such charges are liable to be revised if and when the Government instruction in this regard is obtained or on the basis of actual cost of maintenance. The charges thus raised would be binding on the lessee.

5. If and when any part of the rent and / or development cost maintenance charge, decretal amount etc. falls in arrears, the same may be recovered from the lessee as an arrear of land revenue under the provision of Public Demand Recovery Act or such other Act as may be in force for recovery of public demands. The lessor also reserves its right to forfeit the lease of allotment of the land, to enter upon the same and to realize the said amount by sale of the structure and from other properties (movable and immovable) belonging the Lessee.

6. **The lessor and lessee hereby covenants and agrees as follows:-**

- a. That the lessee will not assign, mortgage, under let or part with the possession over the land or any right or interest therein or in respect thereto without the previous consent of and also without due approval of the lessor or his nominee, provided that in case of registered small Scale Industries no separate permission will be required to be obtained by the lessee mortgaging it with any financial institution for raising loans for the purpose of the industry for which the land was allotted. In all cases, dues of the Bihar Industrial Area Development Authority shall hold the first charge on the properties mortgaged PARRI PASSU with the charge of the Financial Institution. Further the properties offered as security against the loan of the Financial Institution should be adequate to cover the full dues of the Bihar Industrial Area Development Authority as well as the loan given by the Financing Institution.
- b. No change in the lease, proprietorship or partnership if it is Private Limited or Unlimited Company or a registered or unregistered firm shall be recognized without the previous written consent of the lessor or his nominee.
- c. If the lessee assigns its lease hold interest with the written consent of the lessor in the land described in Part - 1 of the Schedule hereunder written the assignee shall duly get his or their names registered with the lessor or his nominee within four calendar months after obtaining possession of the holding and will possess and use the land and will be bound by the terms, covenants and conditions herein contained.
- d. That if subsequently any or entire part of the said land is required by the State Government or the Bihar Industrial Area Development Authority for a public purpose (of which matter the State Government or the Bihar Industrial Area Development Authority shall be the sole judge) the lessee shall, on being asked by the State Government or the Bihar Industrial Area Development Authority transfer to them such part or parts of the said land as the Bihar Industrial Area Development Authority shall specify as necessary for the purpose. The Bihar Industrial Area Development Authority shall pay back to the lessee a sum proportionate or equal, as the case may be to the cost of land and its development cost, if any earlier realized from him together with compensation for the building and other structure erected with approval in writing of the lessor or its nominee on such part or parts of the land at a valuation to be

Buddha Multiplex Hotel & Management

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21/10/07


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Bihar Industrial Area Development Authority
PATNA

determined by the Engineer/Valuer authorized by the Lessor in this behalf and the decision of the Lessor shall not be questioned by any authority.

Provided that for the purpose of this Sub-clause the State Government or the Bihar Industrial Area Development Authority would be entitled to resume only such part or parts of the land leased out to the lessee which actually is not used by the lessee for the purpose for which the land is allotted to him.

- e. If at any time the said land or any part or parts thereof shall no longer be required by the lessee for the purpose for which it is leased out him the lessee shall surrender the same to the Bihar Industrial Area Development Authority or with the prior approval of Bihar Industrial Area Development Authority the lessee may transfer the lease hold right to any other party. In Case of surrender of the land to government or Authority, the lessee may get refund of the cost of the land for the period the lessee availed the lease and remained in actual possession on the leasehold. But in case of forfeiture, the lessee shall not be entitled to any refund.

It is also clarified that such sale be allowed only for industrial purpose and in case purchaser wishes to utilize the land for any industry other than the purpose for which the land was allotted to him or changes the name and style of the unit, the lessor shall charge the rates as per norms of BIADA prevailing at the time before allowing such sale and making a fresh lease deed.

- f. If the Bihar Industrial Area Development Authority accepts the offer made under foregoing clause, the lessee shall be entitled within two months from the date such acceptance is communicated to him and to remove all building or structure erected on the said land or part thereof, unless the Bihar Industrial Area Development Authority also consents to keep the standing building or structure on the leasehold then the lessee shall be entitled to compensation in accordance with the valuation as indicated at 6 (d) above.

- g. That the lessee will not make any excavation upon any part of the said land hereby demised nor remove any stones, sand, gravel, clay or earth there from except for the purpose of digging foundation of building as per terms of the lease.

- h. That if the Lessees wishes to construct a road or drainage to connect his main factory with the main road, the lessee can do so in accordance with specification and details prescribed by the lessor or his nominee.

- i. That no building or any construction shall take place unless specification plan for elevation and details thereof have been submitted by the lessee in triplicate which is approved in writing by the lessor or his nominee. If the same is not accorded or is not available within 180 days of the submission of the plan, it would be presumed that the lessor or his nominee has no objection to the commencement of building or erection as the case may be.

- j. That in case approval is not accorded by the lessor within 180 days the lessee will proceed with the construction work in accordance with the norms of the BIADA observing the Rules and Regulation of Municipal Act in this regard.

- k. The lessee shall submit the plan for building or erection within two months of the delivery of possession of the land to the lessee by the lessor. Provided that the lessor may extend the period for submission of the plan for building or erection on the individual merits of the case.

- l. That the lessee shall correctly keep demarcated the boundaries of the said lands and point them out.

- m. That the lessee shall not except with the written consent of the lessor or his nominee use the land for any purpose other than those for which the land is allotted to him for establishing the industry.

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Executive Director
Bihar Industrial Area Development Authority
PATNA

Buddha Multiplex Hotel & Management, LLC

Secretary

6/10/18

- n. That the lessee shall use the land for the specified purpose and follow the schedule of activities and time frame given in the Allotment Letter, failing which the lease may be terminated and the lessee evicted from the land without notice. In case extension is required it can be granted under the discretion of the lessor.
- o. That the lessee shall provide reasonable facilities for the training of the local people in his factory.
- p. Other things being equal the lessee shall give preference to the local people in employment in his industrial undertakings.
- q. That when the Lessee who is running his industry fails in submitting his annual return to the BIADA or closes his industry without the permission of the lessor on account of any dispute or otherwise for a period of six months even after being in production in that case the lessor will have the full right to terminate the lease as per norms of BIADA.
7. In case of breach by the lessee of any of the terms and conditions, the lessor shall have the right to terminate this lease and forfeit the consideration money, resume, take possession and enter upon the whole of the said land without payment of any compensation to the lessee and upon such reentry, the interest of the lessee in said land shall cease and terminate. Provided that lessee shall be given by the lessor reasonable opportunity to show cause and to rectify the omissions or defects if any.
8. In the event of retaking the possession by the State Government or BIADA, the lessee shall be entitled to remove within one month from date of such retaking of possession all buildings, structures, installations, machinery and other assets from the said land, failing which the State Government/BIADA shall be competent to remove/auction the aforementioned items and keep the proceeds.
9. Should any dispute or difference arise concerning the meaning of interpretation of any clause or provisions contained in this lease the same shall be referred to the Bihar Area Industrial Development Authority in the appropriate department and the decision of the Managing Director of Bihar Industrial Area Development Authority on such disputes or differences shall be final, conclusive and binding on the parties thereto.
10. That lessee shall be bound by such decisions of the Government and the Authority with regard to the change in Rules/ Regulations and norms if any as may be made from time to time.
11. It is declared that lessor shall have the fullest liberty to postpone for any time and from time to time any action open to him under any of the powers exercisable by him against the lessee and to either enforce or forfeit any of the conditions and covenants contained in those presents. The cost and expense incidental to the preparation, execution and registration of this lease deed shall be borne and paid by the lessee.
12. The lessee also agrees to abide by all the terms and conditions set out in the Allotment Letter and violation of any of those will be deemed as valid ground for cancellation.

IN WITNESS THEREOF THE COMMON SEAL OF M/s Buddha Multiplex Hotel & Management, Sri Awadhesh Kumar, 83, Ashok Nagar, Gaya, has hereinto been affixed and those present signed.

For and behalf of the

Alcel
Executive Director
 Bihar Industrial Area Development Authority
 PATNA

M/s Buddha Multiplex Hotel & Management,

Buddha Multiplex Hotel & Management

Sri Awadhesh Kumar
Secretary

Buddha Multiplex Hotel & Management

Secretary

21/10/85

WITNESS

1. Priya Ranjan
3/0 Manoranjan Pd. Singh
73, Swarajpuri Road, Gaya 811017
- 2.

In witness whereof the hand of Executive Director, Patna., the Bihar Industrial Area Development Authority for and on behalf of the Bihar Industrial Area Development Authority has been affixed on the date and year above written.

For and on behalf of

[Signature]
(Executive Director)

Bihar Industrial Area Development Authority
Executive Director
Bihar Industrial Area Development Authority
PATNA

WITNESS

1. Priya Ranjan
3/0 Manoranjan Pd. Singh
73, Swarajpuri Road, Gaya 811017
2. Binay Kumar Singh
3/0, Jayalal Pd. Singh
At Jay Pur, St. Nagar, Gaya 811017

CERTIFIED that the original and duplicate copy of this lease deed are exact true and are reproduction of each other.

For and on behalf of BIADA

[Signature]
बिहार औद्योगिक क्षेत्र विकास प्राधिकरण
गया, बिहार
दिनांक: 20.01.2017


Endorsement of Certificate of Admissibility (Rule - 35)

* Admissible under Rule 21 : duly stamped (or exempted from or does not require stamp duty) under the Indian Stamp Act, 1899, Schedule I or I-A, No. 35. Also admissible under section 26(a) of the B. T. Act.

Stamp duty paid under Indian Stamp Act	Rs.	0
Addl. Stamp duty paid under RDA/Municipal Act	Rs.	
(Paid Rs. 0/- by N.J. Stamp Paper and Rs. 295/- through Bank Challan.)		
FEE PAID		
A1 50 C 0 H1b 0 Ka1 0 Lii 0 LLR		
A8 0 D 0 H2 0 K1b 0 Liii 0 Proc. Fee		
A9 0 DD 0 I 0 K1c 0 Mb 0		
A10 0 E 0 J1 0 K2 0 Na 45		
B 0 H1a 0 J2 0 Li 0 Scan 200		

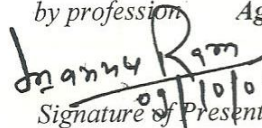
Total Fee
0
0
295

Date : 09/10/2009


 Registering Officer
 Gaya Sadar
 9/10/09

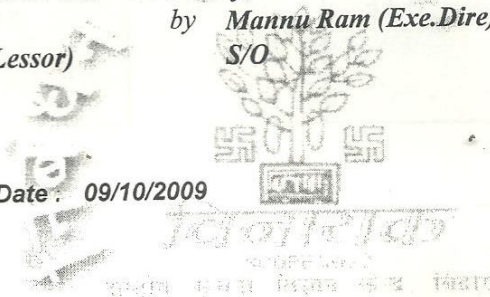
Endorsement under section 52

Presented for registration at 05:04 PM on Friday, 09th October 2009 at the District Registry Office, Gaya Sadar by Mannu Ram (Exe.Dire)

by profession Agriculture.

 Signature of Presentant

(Lessor) S/O

Date : 09/10/2009

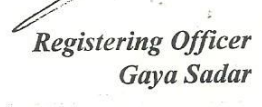



 Registering Officer
 Gaya Sadar

Endorsement under section 58

Execution is admitted by persons and identified by others whose names, photographs, fingerprints and signatures are affixed on the reverse pages of the instrument and are identified by Vinay Kumar Sinha age 44 Sex M son/daughter of S/O Jagdish Pd. Sinha resident of Vill-Jay Prakash Nagar Ps-Civil Lines, Gaya.


Date : 09/10/2009


 Registering Officer
 Gaya Sadar

Endorsement of Certificate of Registration under section 60

Registered in Book 1 of DSRO/ SRO Gaya having 10 pages, in the volume CD-28 and document no. of which is printed on the First Page of the document.

Date : 09/10/2009


 Registering Officer
 Gaya Sadar

Token No. 13978 Year - 2009 Sl.No. 13901 SCORE Ver. 2.0 Deed No. 12996 NIC-Bihar



INDEX PLAN SHOWS THE LAND ALLOTTED TO BUDDHA MULTIPLEX

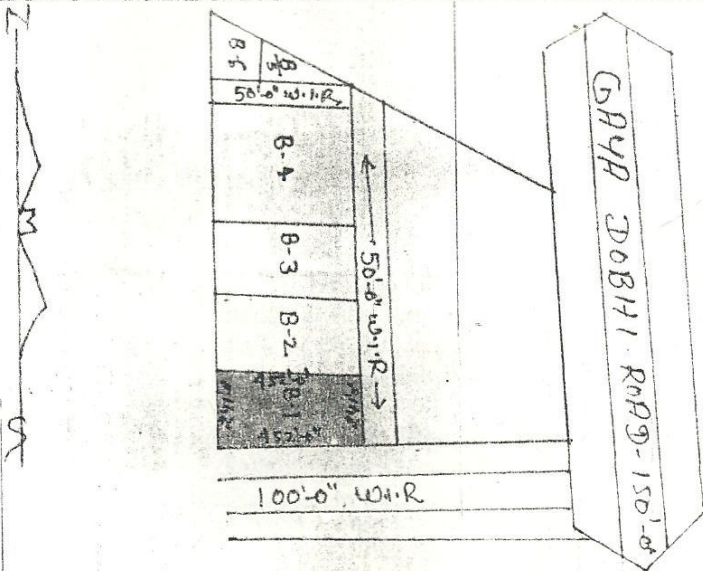
HOTEL & MANAGEMENT SRI AWDESH KUMAR 83 ASHOK NAGAR GAYA

INDUSTRIAL PLOT NO - B-1 2.5 ACRE AT GAYA INDUSTRIAL AREA GAYA

VIDE MEMO NO:-

DATED:-

INDUSTRIAL PLOT NO	AREA IN SFT	KHATA NO	SURVAY PLOT NO	THANA NO	VILLEGE	PARWANA
B-1	108900SFT	90	529(P)	352	TAKVA	



BOUNDARY

NORTH:- PLOT NO - B-2

SOUTH:- 100'0" W.I.R

EAST:- 50'0" W.I.R

WEST:- PRIVET ROAD

REFERENCE

1- ALLOTTED PLOT:-

2- INDUSTRIAL ROAD:-

$452'0" \times 241'0" = 108900 \text{ SFT}$

M/S BUDDHA MULTIPLEX HOTEL MANAGEMENT GAYA INDUS AREA	AMIN / DMAN B.I.A.D.A PATNA 10/03/2008	AREA INCHARGE GAYA INDUS AREA	DEVELOPMENT OFFIC B.I.A.D.A PATNA 10/3/08