

**AGREEMENT TO LEASE**

This agreement is made this \_\_\_\_\_ day of December, 2004 between the Government of Himachal Pradesh through General Manager, District Industries Centre, \_\_\_\_\_ (hereinafter called the Government of Himachal Pradesh) of one part and M/s \_\_\_\_\_ a \_\_\_\_\_ concern having its registered office at \_\_\_\_\_ called the industrial concern which shall include its successor, assignees and legal heirs/representatives) of the other part.

Whereas the industrial concern has got its project registered with the Department of Industries for the setting up of an industrial project vide Provisional number \_\_\_\_\_ dated \_\_\_\_\_/letter No. \_\_\_\_\_ dated \_\_\_\_\_ and thereafter approached the Government for allotment of Industrial plot (s) in the Industrial Unit for the

manufacture of \_\_\_\_\_ on leasehold basis, in accordance to the provision of Revised Rules regarding grant of incentives, concerns & Facilities to the Industrial Units in H.P. 1999 (As amended from time to time).

And whereas the Government has agreed to the request so made to provisionally allotted Plot No. \_\_\_\_\_ measuring \_\_\_\_\_ Sq. Mtrs. for a initial period of two years from the date of provisional allotment of plot at total premium of Rupees \_\_\_\_\_ on terms & conditions stipulated in the provisional allotment letter and as per provisions contained in the Rules Regarding Grant of Incentives, Concession and Facilities to Industrial Units in H.P. 1999 on "as is where is basis".

And whereas the Industrial concern has deposited a sum of Rs. \_\_\_\_\_ as 30% of the total premium of land to the Government for grant of 95 years lease of plot (s).

Now this agreement witnessth as under subject to the exceptions, covenant terms and conditions herein after contained that is to say:

- a) The industrial concern shall pay to the Govt. an additional premium sum where required on finally assessed premium on no profit no loss basis as on the date of its regular lease agreement which may have to paid by the Government on account of Increase in cost of the land of which said plot is a part and other expenses which have been proposed to be incurred by the Govt. as a result of development cost or any land reference made to a court of law under the provisions contained in the land Acquisition Act 1894 or any other orders passed by the appellate or reviewing Authority against the decision of such court.
- b) The industrial concern shall pay 30% of the premium in advance and remaining premium shall be paid in five annual installments.
- c) In case of any default in the payment of installments/additional amount or any other demand raised by the Government in terms of agreement or provisions of aforesaid incentives rules, the industrial concern shall be liable to pay to the Government along with interest @ 18 % per

annum or as fixed by the Government from time to time for the default period on the delayed amount.

- d) Any payment made by the allottee shall be appropriated Firstly towards interest on the delayed installments of premium.
  - e) The industrial concern shall pay maintenance charges @ Rs. 1.00 per sq. mtrs and lease money @ Rs. 1/- per acre per annum from the date of taking over the possession of the plot.
  - f) The plot (s) to be so leased will not be further sub leased out/ transferred by the allottee, during the period of this agreement.
- 2 The industrial concern hereby conveys with the Government to take the following effective steps within two years of issue of provisional allotment letter.
- a) Obtain all necessary approvals/ registration/No. objection Certificate from the Central/State Govt./Boards as applicable to the project.
  - b) In case the unit has proposed to avail loan from financial institutions (s)/Bank (s) as the case may be, the industrial concern has to obtain the sanction of the loan for the approved project from the financial institutions and present proof of the same.
  - c) Submit the building plan of the proposed industrial unit conforming to the building bye laws and obtain the approval of competent authority.
  - d) The Government shall have right to call for periodical report every six months in respect of the progress made in the implementation of the project and require such proof for its satisfaction.
3. In case the unit not taking the effective steps to set up the units as stated in Para 2 supra within the period of two years, further request of industrial unit for extension in time for taking effective steps/implementing the unit will only considered upon the merit of the case and a fee equivalent to 10% of the total premium payable to the Govt. for extension for one year will be charged.

4. a) In case of the industrial fails to abide by the terms and conditions as stipulated above and fails to take effective steps within maximum period of 5 years or surrender or seek cancels the allotment order due to non fulfillment of terms and conditions, the industrial concern shall forfeit its rights of granting permanent lease and the plot shall automatically stands resumed in favour of the Government .The Industrial unit shall not be entitled to claim any amount which has been deposited with the Government on account of premium & other charges and all the amount deposited shall be forfeited and industrial unit shall have to remove the structure if any created on the plot at their own expenses.
  - b) The industrial concern shall have to bear the actual expenditure incurred towards cutting repairing of road for water and sewerage connection and also deposit money demanded for sewerage and water connection, as fixed by Government/IADA/ maintenance agency.
  - c) The Industrial concern shall not use industrial plot or any building or part thereof within these premises for carrying out any activity other than that of carrying on the manufacturing activity.
  - d) The Industrial concern will utilize the entire area of plot (s) for setting up of industrial unit. In case the plot so allotted is found surplus of the actual requirement at any stage, the government will be free to resume such unutilized land surplus of its actual requirement.
5. In case the industrial concern complies with the aforesaid conditions for the establishment of unit on the said industrial plot the Government shall be liable to execute the regular lease deed and the registration and other charge connected therewith shall be borne by the industrial concern.

It witnesses whereas the industrial concern is a Limited company / Private Limited / Co-Operative Society / Proprietary concern / partnership concern has affixed its seal on this agreement :

1. Witness

2. Witness

Signature  
Industrial Concern  
(Through First Part).

Signed by the \_\_\_\_\_ for and on behalf of the Govt.  
of Himachal Pradesh

Signature  
Government of Himachal Pradesh  
(Through General Manager, DIC.)

**AFFIDAVIT**

I \_\_\_\_\_ Prop./Managing Director, Managing Partner of M/s \_\_\_\_\_  
Aged \_\_\_\_\_ years resident of Vill. & P.O. \_\_\_\_\_  
Dist. \_\_\_\_\_ do hereby solemnly affirm and declares as under :-

That I on behalf of my unit accept to make payment of additional premium in  
excess of Rs. \_\_\_\_\_ per sq. mtr in respect of plot allotted to us by the  
Industries Deptt. Vide their letter No. \_\_\_\_\_  
Dt. \_\_\_\_\_ within 30 days on the receipt of the demand from the Deptt.

Deponent

VER FICATION :-

I \_\_\_\_\_ resident of vill. P.O.  
\_\_\_\_\_ Distt. \_\_\_\_\_ do hereby solemnly affirm and  
declare that the contents of my above affidavit are true and correct to the best  
of my knowledge and nothing has been concealed there from .

Deponent