

LEASE DEED

THIS LEASE DEED MADE on the 31st day of DEC in the year 2022 between the Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with Section 2(d) of the Uttar Pradesh Industrial Area Development Act, 1976 (U. P. Act No. 6 of 1976) (hereinafter called the "Lessor" which expression shall, unless the context does not so admit include its successors, assigns) of the one part and Smt./Km. KIRAN Bala aged 50 years S/o., D/o., W/o Sh SURESH CHANDRA

PHOTO

R/o 98, ARJUN NAGAR, NEAR GREEN PARK
NEW DELHI 28

(hereinafter called the "Lessee" which expression shall unless context does not so admit, include his/her/their/its heirs, executors, administrators representatives and permitted assigns) of the other part.

WHEREAS the plot hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of setting up an urban and industrial township.

WHEREAS the Lessor has agreed to demise and the lessee has agreed to take on lease the said plot on the terms and conditions hereinafter appearing for the purpose of constructing residential building according to building plan approved by the Lessor.

1 NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

That in consideration of the premium of Rs. 2.40 LAKH (Rupees TWO LAKHS FORTY THOUSAND ONLY) out of which Rs. 24000 (Rupees TWENTY FOUR THOUSAND ONLY) have been paid by the lessee to the Lessor (the receipt whereof the Lessor doth hereby acknowledges) and the balance of which is to be paid by the lessee in the manner hereinafter provided in instalments on dates specified below :

- i) Rs. on or before
- ii) Rs. on or before
- iii) Rs. on or before
- iv) Rs. on or before
- v) Rs. on or before
- vi) Rs. on or before
- vii) Rs. on or before
- viii) Rs. on or before

And in consideration of Rs. 24000 (Rupees TWENTY FOUR THOUSAND ONLY) paid in lumpsum on account of one time lease rent which is 10% of the total premium of the plot of the lessor, the lessor doth hereby demise and lease of the lessee, all that plot of land numbered as 79 situated in Block B at Sector

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in Greater Noida Industrial Development Area, District Gautam Buddh Nagar contained by Square Metres be the same, a little more, or less and bounded, (situated at tehshil Gautam Budh Nagar, Distt. Gautam Buddh Nagar). R01-39004

Admeasurment

200 Sqm.

ON THE NORTH BY

ON THE SOUTH BY

ON THE EAST BY as per lease plan attached

ON THE WEST BY

And which said plot is more clearly delineated and shown in the attached plan and therein marked red.

TO HOLD the said plot (hereinafter referred to as "the demised premises" with their appurtenances unto the Lessee to the term of Ninety years commencing from (the execution of the lease deed) 31/12/01... (date of possession) except and always reserving to the lessor :-

- (a) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
- (b) Full rights and title to all mines, minerals, coals, washing gold's earth oils, quarries in or under the plot and full right and power at any time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plot(s) /flat or for the structure time being standing thereon provided always, that the lessor shall make reasonable compensation to the allottee/lessee for all damages directly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Offer of the lessor on the amount of such compensation will be final and binding on the lessee.

II AND THE LESSEE DOTH HEREBY DECLARE AND CONVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :-

- 1) That the lessee will pay to the lessor the balance of the premium in the instalments mentioned in clause 1 above by the dates mentioned therein. If the lessee fail to pay any instalment by the due date, he shall thereafter pay the same with interest @ 20% p.a. compounded quarterly on the instalment in arrears from the due date till the date of payment provided that for failure to pay three consecutive instalments or any instalment/amount continuously for six months, whichever is earlier, the lessor may determine the lease with penalties and consequences give in clause III hereinafter.
- 2) That the lessee will bear, pay and discharge all rates, assessments of every description including beneficitation levy and user charges which during the said term be assessed, charged or imposed upon either on the landlord or the tenant or the occupier in respect of demised premises or the buildings to be erected thereupon.

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Greater Noida Industrial Development Area
Plot No. 155, Sector 6, Greater Noida
Gautam Buddh Nagar

- 3) That the lessee will obey and submit to all directions issued or regulations made by the lessor now existing or hereafter to exist so far as the same are incidental to the possession of immovable property or so far as they affect the health, safety or convenience of the other inhabitants of the place.
- 4) That the lessee will at his own cost, erect on the demised premises in accordance with the plan, elevation and design and in a position to be approved by the lessor or any officer authorised by the Lessor, in that behalf in writing and in substantial and workman like manner, a residential building only with all necessary sewers, drains and other appurtenances according to the directions issued or regulations made in respect of buildings, drains, latrines and connection with sewers.
- 5) The allottee at his own expense will take permission for sewerage, electricity, and water connections from the concerned departments of the lessor or from the competent authority in this regard.
- 6) Tha the Lessee will construct the building according to the architectural and elevation control as prescribed by the Lessor.
- 7) That the Lessee will keep the demised premises and buildings:-
 - i) at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor,
 - ii) and the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
- 8) That the lessee shall abide by all Regulations, Bye-laws, Directions and Guidelines of the Lessor/ framed/issued under Sections 8, 9 and 10 or under any other provisions of the U. P. Industrial Area Development Act 1976 and rules made therein.
- 9) If the maintenance work of any area is not found satisfactory according to the lessor, then the required maintenance work will be carried out by the lessor and the expenses incurred in carrying out such works will be borne by the allottee/s, collectively or in parts. The decision of the lessor will be final as regards to the expenses incurred in the maintenance work.
- 10) In case of non-compliance of these terms & conditions, and any Direction of the lessor, the lessor shall have the right to impose such penalty as the CEO of the lessor may consider just and/or expedient.
- 11) That the lessee will not make, or permit to be made, any alteration in or additions to the said buildings or other erections for the time being on the demised premises erect or permit to be erected any new building on the demised peremises without the previous permission in writing of the lessor and except in accordance with the terms of such permission in writing of the plan if any, approved by the lessor or any officer authorised by the lessor in that behalf and in case of any deviation from such terms of plan, will immediately upon receipt of notice from the lessor or such requiring him so to do correct such deviation as aforesaid and the lessee